EXHIBIT "V"

446

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Inst #: 20110121000121
Fees: $16.00
N/C Fee: $0.00
01/21/2011 08:01:48 AM
Receipt #: 849077
Requestor:
SPL INC - LA
Recorded By: QWC Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 138-09-412-010

AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-6902

Space above this line for recorder's use only

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

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

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

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

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

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

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

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

Date: 1/20/2011

CALIFORNIA RECONVEYANCE COMPANY

TASHA ALEXANDER, Assistant Secretary

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature (Seal)

JESSICA ERIN SNEDDEN
COMM. # 1838281
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Exp. JULY 24, 2013

EXHIBIT "W"

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

September 16, 2011

ROBERT MANDARICH
1628 ROYAL CANYON DR
LAS VEGAS, NV 89128

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

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

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

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

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

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

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

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

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

NDSC000691

EXHIBIT "X"

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Inst #: 20110928003246
Fees: $216.00
N/C Fee: $0.00
09/28/2011 02:28:17 PM
Receipt #: 928428
Requestor:
LSI TITLE AGENCY INC.
Recorded By: MSM Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

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

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

APN: 138-21-415-003

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

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

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

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

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

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

U.S. Bank Home Mortgage
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.adxcorp.com/sales/
HUD Approved Local Housing Counseling Agency: 800/569-4287
Loss Mitigation Contact: Modification Specialist / 800/449-3051 Ext. 8526600

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

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

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

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee, the duly appointed substituted Trustee or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 01/25/2001, executed by ROBERT MANDARICH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of HOME LOAN MORTGAGE CORPORATION, A CALIFORNIA CORPORATION as beneficiary recorded 02/05/2001 as Instrument No. 20010205-01582 (or Book, Page) and Re-Recorded on 12/20/2001 as Instrument No. 20011220-01570 (or Book, Page) for the reason of 'BORR NAME MISSING UNDER NOTARY' of the Official Records of CLARK County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of $136,928.00.

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

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

Dated : September 27, 2011
National Default Servicing Corporation, As Agent for U.S. Bank Home Mortgage

By: Julie A. Butler, Trustee Sales Supervisor

State of: Arizona
County of: Maricopa

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

WITNESS my hand and official seal,

Signature

Anissa D. Casto

OFFICIAL SEAL
ANISSA D. CASTO
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 22, 2012

EXHIBIT "Y"

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Inst #: 20120111001711
Fees: $18.00
N/C Fee: $0.00
01/11/2012 01:42:34 PM
Receipt #: 1033394
Requestor:
LSI TITLE AGENCY INC.
Recorded By: MSH Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

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

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

NOTICE OF TRUSTEE'S SALE

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

Notice is hereby given that National Default Servicing Corporation as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by ROBERT MANDARICH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, dated 01/25/2001 and recorded 02/05/2001 as Instrument No. 20010205-01582 (or Book, Page) and Re-Recorded on 12/20/2001 as Instrument No. 20011220-01578 (or Book, Page) for the reason of 'BORR NAME MISSING UNDER NOTARY' of the Official Records of CLARK County, State of NV, and pursuant to the Notice of Default and Election to Sell thereunder recorded 09/28/2011 as Instrument No. 20110928000246 (or Book , Page) of said Official Records, will sell on 01/31/2012 at 10:00 A.M. at:

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

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

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

1628 ROYAL CANYON DRIVE
LAS VEGAS, NV 89128

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

The estimated total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publications of the Notice of Sale is $147,881.86. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

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In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

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

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

Date: 01/10/2012

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

By: _____
Nichole Alford, Trustee Sales Representative

State of: Arizona
County of: Maricopa

On 1/10, 2012 before me, the undersigned, a Notary Public for said State, personally appeared Nichole Alford personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

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

Signature _____

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Exhibit A

NDSC Notice of Sale Addendum

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

LEGAL DESCRIPTION :

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

EXHIBIT "2"

460

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Inst #: 20091113000425 3
Fees: $66.00
N/C Fee: $0.00
11/13/2009 02:50:36 PM
Receipt #: 127734
Requestor:
FIDELITY NATIONAL DEFAULT S
Recorded By: STN Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

NDSC File No. : 09-34943-FF-NV
Loan No. : 0016074627
Title Order No. : 090795974

APN: 125-34-810-040

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is $7,883.56, as of 11/13/2009 and will increase until your account becomes current.

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

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

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

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

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

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

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

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

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee, the duly appointed substituted Trustee or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 09/21/2006, executed by JAMES D. NICO, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. - NOMINEE FOR PARAMOUNT RESIDENTIAL MORTGAGE GROUP, INC. as beneficiary recorded 09/27/2006, as Instrument No. 20060927-0003900 (or Book, Inst.) of Official Records in the Office of the County Recorder of CLARK County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of $175,200.00.

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

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

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

By TLS Title Company, as Agent
Gary Trafford

Document provided by Doe Investigations. The company for [illegible] Copyright [illegible], All rights reserved.

State of: California
County of: Orange

On 11/1/2009, before me, Myrna Gary Saez, Notary Public, personally appeared Gary Trafford, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Myrna Gary Saez (Seal)
Myrna Gary Saez

MYRNA GARY SAEZ
Commission # 1654871
Notary Public - California
Orange County
My Comm. Expires Mar 27, 2010

EXHIBIT "AA"

464

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

Date: February 1, 2010

To: JAMES D. NICO

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

From: Jacqueline Silva

This transmittal forwards the reinstatement figures you requested.

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

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

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

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

Jacqueline Silva
602.264.6101
JSilva@ndscorp.com

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix AZ 85020
TIN No.: 86-0813496
(602) 264-6101 Fax (602) 264-6209

Reinstatement Quote

Printed on: 02/01/2010

EMC Mortgage Corporation
2780 Lake Vista Drive
Lewisville, TX 75067

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

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

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

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

Quote good Through: 02/26/2010

Total Due: $13,328.89

Printed by Jsilva

NDSC001715

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

Date: February 3, 2010

To: JAMES D. NICO

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

From: Jacqueline Silva

This transmittal forwards the payoff figures you requested.

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

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

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

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

Jacqueline Silva
602.264.6101
JSilva@ndscorp.com

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

Payoff Quote

Printed on: 02/03/2010

EMC Mortgage Corporation
2780 Lake Vista Drive
Lewisville, TX 75067

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

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

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

*These figures are subject to change.

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

*Quote good Through: 02/26/2010

Total Due: $185,001.84

Printed by Jsilva

EXHIBIT "BB"

468

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Inst #: 201103040002603
Fees: $18.00
N/C Fee: $0.00
03/04/2011 08:53:50 AM
Receipt #: 695048
Requestor:
CLARK RECORDING SERVICE
Recorded By: MAT Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

(5)

RECORDING REQUESTED BY:

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

NDSC File No. : 09-34943-FP-NV
Title Order No. : 090796974
APN No. : 125-34-818-040

4/4

NOTICE OF TRUSTEE'S SALE

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

Notice is hereby given that National Default Servicing Corporation as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by JAMES O. NICO, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, dated 09/21/2006 and recorded 09/27/2006, as Instrument No. 20060927-0005900 in Book , Page , of Official Records in the office of the County Recorder of CLARK County, State of NV, and pursuant to the Notice of Default and Election to Sell thereunder recorded 11/13/2009 as Instrument No. 20091113000[illegible]253 (or Book , Page) of said Official Records, will sell on 03/24/2011 at 10:00 A.M. at:

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

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

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

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

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

Document prepared by DocXpert LLC via its proprietary imaging and delivery system. Copyright 2009, all rights reserved.

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

The estimated total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publications of the Notice of Sale is $156,011.23. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

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

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

Date: 03/02/2011

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

By: _____
Nichole Alford, TRUSTEE SALES REPRESENTATIVE

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Exhibit A

NDSC Notice of Sale Addendum

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

COUNTY : CLARK

LEGAL DESCRIPTION :

PARCEL 1:
THE RESPECTIVE INTEREST ALLOCATED TO THE UNIT DESCRIBED IN PARCEL 1A AS TENANT-IN-COMMON IN THE COMMON ELEMENTS OF PAINTED DESERT LOT 5, AS SHOWN
BY MAP "PLAT" THEREOF ON FILE RECORDED IN BOOK 51 OF PLATS, PAGE 85, AND FURTHER DESCRIBED IN ARTICLE I, SECTION 1.1 OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
TURNING POINT COMMUNITY ASSOCIATION, RECORDED MAY 26, 1995 IN BOOK 950526 AS INSTRUMENT NO. 01118, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
EXCEPTING THEREFROM THE FOLLOWING:
ALL UNITS AND ASSOCIATION PROPERTY WITHIN PAINTED DESERT LOT 5 AS SHOWN ON
THE PLAT.
AND RESERVING THEREFROM:
THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS (EXCLUSIVE USE COMMON AREA), AS SHOWN UPON THE PLAT REFERRED TO
ABOVE;
AND FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN ALL SUBSEQUENT PHASES, NON-EXCLUSIVE EASEMENTS ON, OVER,
AND ACROSS THE ASSOCIATION PROPERTY AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE FOR INGRESS, EGRESS, AND RECREATIONAL USE, SUBJECT TO THE TERMS AND AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REFERRED TO ABOVE, TO WHICH REFERENCE IS HEREAFTER MADE.
PARCEL 1A:
UNIT 102C IN BUILDING 8, OF THE PLAT AS REFERRED TO ABOVE.
PARCEL 1B:

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

STATE OF ARIZONA
COUNTY OF MARICOPA

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

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

WITNESS MY HAND AND OFFICIAL SEAL

Richard Michael Bowes
Notary Public
Maricopa County, Arizona
My Comm. Expires 8-1-2014

EXHIBIT "CC"

472

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Inst #: 20110609000331
Fees: $18.00
N/C Fee: $0.00
06/09/2011 08:02:47 AM
Receipt #: 806488
Requestor:
LSI TITLE AGENCY INC.
Recorded By: MSH Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

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

NDSC File No. : 09-34943-FF-NV
Title Order No. : 090796974
APN No. : 125-34-818-040

NOTICE OF TRUSTEE'S SALE

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

Notice is hereby given that National Default Servicing Corporation as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by JAMES D. RICO, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, dated 09/21/2006 and recorded 09/27/2006, as Instrument No. 20060927-0005900 in Book , Page , of Official Records in the office of the County Recorder of CLARK County, State of NV, and pursuant to the Notice of Default and Election to Sell thereunder recorded 11/13/2009 as Instrument No. 20091113000425 3 (or Book , Page) of said Official Records, will sell on 07/21/2011 at 10:00 A.M. at:

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

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

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

4931 BLACK BEAR ROAD #104
LAS VEGAS, NV 89149-7718

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

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

The estimated total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publications of the Notice of Sale is $200,417.11. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

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

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

Date: 06/07/2011

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

By: _____
Nichole Alford, TRUSTEE SALES REPRESENTATIVE

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Exhibit A

NDSC Notice of Sale Addendum

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

COUNTY : CLARK

LEGAL DESCRIPTION :

PARCEL 1:
THE RESPECTIVE INTEREST ALLOCATED TO THE UNIT DESCRIBED IN PARCEL 1A AS TENANT-IN-COMMON IN THE COMMON ELEMENTS OF PAINTED DESERT LOT 5, AS SHOWN
BY MAP "PLAT" THEREOF ON FILE RECORDED IN BOOK 51 OF PLATS, PAGE 85, AND FURTHER DESCRIBED IN ARTICLE I, SECTION 1.1 OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
TURNING POINT COMMUNITY ASSOCIATION, RECORDED MAY 26, 1995 IN BOOK 950526 AS INSTRUMENT NO. 01118, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
EXCEPTING THEREFROM THE FOLLOWING:
ALL UNITS AND ASSOCIATION PROPERTY WITHIN PAINTED DESERT LOT 5 AS SHOWN ON
THE PLAT.
AND RESERVING THEREFROM:
THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS (EXCLUSIVE USE COMMON AREA), AS SHOWN UPON THE PLAT REFERRED TO
ABOVE;
AND FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN ALL SUBSEQUENT PHASES, NON-EXCLUSIVE EASEMENTS ON, OVER,
AND ACROSS THE ASSOCIATION PROPERTY AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE FOR INGRESS, EGRESS, AND RECREATIONAL USE, SUBJECT TO THE TERMS AND AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REFERRED TO ABOVE, TO WHICH REFERENCE IS HEREAFTER MADE.
PARCEL 1A:
UNIT 102C IN BUILDING 8, OF THE PLAT AS REFERRED TO ABOVE.
PARCEL 1B:

Unofficial provided by Net Tract LLC as the geographic mapping and do may apply to Exception Maps. All Rights reserved.

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

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STATE OF ARIZONA
COUNTY OF MARICOPA

On 11, 2011, before me, *Jan Clexton*, a Notary Public for said State, personally appeared *Nichole Alford* who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL.

Jan Clexton
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-08-13

EXHIBIT "DD"

Document provided by Clark County Nevada Recorder's Office. Image and data accuracy not guaranteed.

20090626-0002480
Fee: $15.00 RPTT: $0.00
N/C Fee: $0.00
06/26/2009 11:43:35
T20090223630
Requestor:
FIDELITY NATIONAL DEFAULT SO
Debbie Conway ANI
Clark County Recorder Pgs: 2

AP No(s): 162-04-311-026
Recording requested by:

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

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

Space above this line for recorders use only

TS # NV-07-07001-SH Order # T784127 Loan # 37056823

NOTICE OF TRUSTEE'S SALE

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

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

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

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

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

Document provided by DocuTree LLC as its document imaging and delivery agent. Copyright 2009, All Rights Reserved

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

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

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

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

Date: 6/22/2009

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

State of California)
County of San Diego)

On 6/23/09 before me, D.E. Turner a Notary Public, personally appeared Andrew Basom who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)
D.E. Turner

D. E. TURNER
Comm. # 1830006
NOTARY PUBLIC - CALIFORNIA
San Diego County
My Comm. Exp. Jan. 9, 2013

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

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

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

EXHIBIT "E"

DOC #3741278
03/20/2009 03:02:34 PM
Electronic Recording Requested By
TICOR TITLE - RENO
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: $18.00 RPTT: $0
Page 1 of 3

[RECORDING 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. NV0938405-1 Loan No. 8845366 Title Order No. 090206793

Ofa 2680

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 ACTIONand 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). No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

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

Following the expiration of the time period referred to in the 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.

Trustee Sale No. [illegible] Loan No. [illegible] Title Order No. [illegible]
APN [illegible]

To find out how much 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
[illegible]
3[illegible] FLOOR
[illegible], CA [illegible]
[illegible]

If you have any questions, you should contact a lawyer or the government agency which may have helped you loan. Unfortunately 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. dba TRUSTEE CORPS is the original Trustee, the duly appointed Substituted Trustee or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated [illegible], executed by JOHN LAGHAEI, AN UNMARRIED MAN as Trustor, to secure certain obligations in favor of SELECT CURRY INVS. I, CALIFORNIA CORPORATION under a Deed of Trust Recorded on [illegible] as Document No. [illegible] of Official Records in the Office of the Recorder of Washoe County, State of Nevada, covering [illegible] thereto, AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST. And pursuant to notice of default and election to sell under said Deed of Trust and the note or other obligation secured thereby not previously 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 DUE ON [illegible] 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 mailed to said Trustee such Deed of Trust and all documents evidencing such 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 said obligations and the unpaid thereby.

Trustee Sale No. NV0938408-1 · Loan No. 8848390 Title Order No 090208793
ATO CONTROL # 08283A2NC2BU

DATED: 3/20/09

LPS Title Company, as Agent for
TRUSTEE CORPS, as Agent for COUNTRYWIDE HOME LOANS SERVICING, LP

BY: [signature]
Its: Assistant Secretary

State of Nevada

County of Washoe

On 3-20-09 before me, The Undersigned, a notary public, personally appeared Shelly S. Scott who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Anita Moore
Notary Public

ANITA MOORE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-2231-2 - Expires April 8, 2013

TRUSTEE CORPS IS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT "FF"

FORBEARANCE AGREEMENT

Loan No. 8945199 Foreclosure No. NV09018405-1

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 ($325,000.00) (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 # 2001-553[illegible], (the "Deed of Trust"); and

Whereas the Deed of Trust encumbers the real property as described therein (the "Property") (commonly known as 28 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 NV09018405-1, 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

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, 2009, (this total amount to be applied towards the Default Amount);

(2) BORROWER'S payment to Lender of the reduced monthly principal and interest of ONE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND 88/100 ($1,370.88) for a period of TWELVE MONTHS (12) months (which payment shall be applied towards the Default Amount); for a total monthly payment of THREE THOUSAND SEVEN HUNDRED SIXTY NINE DOLLARS AND 71/100 ($3,769.71) commencing SEPTEMBER 1, 2009 and ending; AUGUST 01, 2010 (the above payment schedule, if adhered to, will NOT result in payment in full of the entire Default Amount 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, 2009, (this total amount to be applied towards the Default Amount);

2) BORROWER further AGREES to pay to Lender ONE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND 88/100 ($1,370.88) for a period of TWELVE (12) months (which payment shall be applied towards the Default Amount); for a total monthly payment of THREE THOUSAND SEVEN HUNDRED SIXTY NINE DOLLARS AND 71/100 ($3,769.71) commencing SEPTEMBER 1, 2009 and

ending AUGUST 01, 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 acknowledge(s) and agree(s) that the note and Deed of Trust will NOT be current at the end of this Agreement and that the balance of the Default Amount will 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 SV-35
SIMI VALLEY, CA 93065

6) BORROWER further AGREES that BORROWER shall pay and keep current all property taxes and insurance premiums due on the property and that Borrower's failure to do so shall be considered a material breach of this Agreement allowing Lender to exercise any or all of its rights and remedies pursuant to this agreement, the Note and /or the Deed of Trust without the necessity of formal notice to the Borrower

7) BORROWER further AGREES and understand(s) that Lender will not cancel the pending foreclosure action and /or scheduled Trustee's sale but will, in accordance with accepted business practices in the foreclosure industry, either place the foreclosure on hold or postpone the Trustee Sale every 30 days for approximately 30 days, whichever is appropriate, until any and all defaults under the Note, the Deed of Trust and this Agreement are cured (at which time Lender will provide Trustee written instructions to cancel the Trustee's Sale);

8) BORROWER further AGREES that if any installment specified in paragraphs 1,2 OR 3 above is missed, Lender shall have the right to immediately instruct Trustee to sell the Property on the next postponement sale date or as soon thereafter as possible;

9) BORROWER further agree(s) and understand(s) that should Borrower convey(s) title to the subject property 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. # NV0218405-1 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 telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by the parties hereto shall be delivered to each Borrower and the Lender.

6) Limitation of Trustee Liability – It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed as creating any liability on Trustee to perform any covenant either expressed or implied contained herein; all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto.

7) Survivor ability – The provisions of this Agreement shall survive any discontinuance of the pending mortgage foreclosure action.

Dated: [illegible]

BRIAN LACHAPE

Dated: _____

BANK OF AMERICA HOME LOANS

By _____

Its: _____

EXHIBIT "GG"

28-14-3774B 09-2005

Bank of America

Cashier's Check

No. 003108367

Date JULY 06, 2009

Banking Center SOUTH RENO BRANCH

0008674 00011 003108367

RIYAN LAGHARI

Remitter (Purchased By)

Pay **EIGHT THOUSAND THREE HUNDRED DOLLARS AND 00 CENTS**

$ **8300.00**

To The Order Of **TRUSTEE CORP**

Authorized Signature

Bank of America, N.A.
Phoenix, AZ

VOID AFTER 90 DAYS

⑈003108367⑈ ⑆122101706⑆ 25256358⑈

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Bank of America

Cashier's Check

No. 003161

Date AUGUST 05, 2005

Banking Center GALERIA BANKING CENTER

0008557 00001 003168367

BIJAN LACHABI

Remitter (Purchased By)

$ **200.00**

Pay **TWO HUNDRED DOLLARS AND 00 CENTS**

To The Order Of **TRUSTEE CORP**
****

Stephanie Hoff

Authorized Signature

Bank of America, N.A.
Phoenix, AZ

VOID AFTER 90 DAYS

⑈003168367⑈ ⑆122105706⑆ 2525633581⑈

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Bank of America

Cashier's Check

No. 003108899

Notice to Purchasers: In the event this check is lost, mutilated or stolen, a Bank Administrative Order waiting period will be required prior to replacement. This check should be negotiated within 90 days.

91-170/1221

Date OCTOBER 19, 2009

Banking Center SOUTH RENO BRANCH

0008674 00007 003108899

Remitter(s) Information BRIAN LAGHART

$ **11310.00**

Pay **ELEVEN THOUSAND THREE HUNDRED TEN DOLLARS AND 00 CENTS**

To The Order Of **TRUSTEE CORPS.**

LOAN # 8945399 SEP&OCT&NOV 09 PAYMENT

Bank of America, N.A.
Phoenix, AZ

VOID AFTER 90 DAYS

Authorized Signature

⑈003108899⑈ ⑆122101706⑆ 25256358 1⑈

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EXHIBIT "HH"

TRUSTEE CORPS

30 Corporate Park, Suite 400

Irvine, CA 92606

(949) 252-8300 fax (949) 752-0320

DATE: 07/01/09

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

BIJAN LAGHAEI
25 SNOWBERRY CIRCLE
RENO, NV 89511

EMAIL: bijan999@charter.net

Reinstatement / Pay Off Demand

TRUSTEE SALE #: NV0938405-1
LOAN #: 8948369
PROPERTY: 25 SNOWBERRY CIRCLE, RENO, NV 89511,

To Whom It May Concern:

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

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

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

You must pay the total amount due stated in the Demand (in the form of a cashier's check only) on or before 07/10/09 in order to REINSTATE and/or PAY OFF this loan. Please review the attached document(s) for specific payment instructions.

*** IMPORTANT ***

THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION UPON RECEIPT OF FUNDS

Please feel free to contact our office if you should have any questions or concerns.

Sincerely,
TRUSTEE CORPS

Reinstatement / Pay Off Department

(Enclosure (s))

TRUSTEE CORPS
30 Corporate Park, Suite 400
Irvine, CA 92606
(949) 252-8300 fax (949) 752-0320

Date: 7/1/2009 T.S. #: NV09038495-1 Loan #.. 8945399 Beneficiary: Bank Of America Home Loans Trustor(s): BRIAN LAGHAEL, AN UNMARRIED MAN

REINSTATEMENT DEMAND

Payments	$ 19,190.88
Late charges	$ 224.46
Property inspections	$ 90.00
Sub-Total fees due Beneficiary:	$ 19,506.34
Sub-Total foreclosure fees/costs due Trustee:	$ 3,731.00

TOTAL amount due to REINSTATE loan: $ 23,238.34

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

[Please note the following:]

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

PLEASE BE ADVISED THAT YOU MUST CONTACT OUR OFFICE AT LEAST 1 BUSINESS DAY PRIOR TO SENDING IN FUNDS FOR AN UPDATE ON THE TOTAL AMOUNT DUE TO REINSTATE THIS LOAN. *TRUSTEE CORPS* WILL NOT ACCEPT ANY FUNDS UNLESS THE TOTAL AMOUNT DUE IS VERIFIED PRIOR TO THE EXPIRATION DATE OF THIS DEMAND. *TRUSTEE CORPS* WILL NOT BE RESPONSIBLE FOR ANY SHORTAGE OF FUNDS. *TRUSTEE CORPS* AND THE LENDER ON THIS LOAN HAVE THE RIGHT TO REJECT AND RETURN ANY FUNDS, WHICH ARE NOT ADEQUATE TO REINSTATE THE DEFAULT.

You must provide proof that the following items are paid current (prior to tendering funds):

- SENIOR LIENS
- PROPERTY TAXES
- FIRE INSURANCE

Signed by: Approved by:

Reinstatement/Pay Off Department

REGARDING REINSTATEMENTS AND/OR PAY OFFS SENT TO *TRUSTEE CORPS*:

- *TRUSTEE CORPS* will only accept CASH or CASHIER'S CHECKS made payable in U.S. Dollars to *TRUSTEE CORPS*.
- NO personal checks, NO Title Company, NO Escrow Company, NO business checks or NO wire transfers will be accepted.
- *TRUSTEE CORPS* must verify all amounts due with the beneficiary prior to your tendering funds. You must contact *TRUSTEE CORPS* at least 1-business day before sending in funds.
  Funds must be delivered to *TRUSTEE CORPS* at: *30 CORPORATE PARK, SUITE 400, IRVINE, CA 92606*
- Please direct any correspondence to: *REINSTATEMENT / PAY OFF DEPARTMENT; support@trusteecorps.com*

-- TRUSTEE CORPS is a debt collector. Any information obtained will be used for that purpose. --

TRUSTEE CORPS

30 Corporate Park, Suite 400
Irvine, CA 92606
(949) 252-8300 fax (949) 752-0320

PLEASE READ

(Important)

As you know, you are requesting the amount to reinstate or pay off a loan that is in foreclosure. Based on this situation, our company has strict requirements, which are listed below:

- Please allow adequate time when making your requests. On average this process takes between 7 to 21 business days to complete. The time period might be longer or shorter depending on the Lender and the volume of requests received.
- Only cash or cashier's checks will be accepted to cure the default.
- No personal checks, No escrow company checks, No title company checks, No business checks, No trust fund checks and No wire transfers will be accepted. If you have any questions regarding this requirement, please contact our office before tendering funds.
- We do not automatically issue updates or per diem interest amounts on processed demands without a new request. Each time a demand needs to be updated, a new request must be made to the Lender.
- You must contact our office at least 1-business day prior to tendering funds.
- We reserve the right to return any funds that are not adequate to reinstate or pay off the default on this loan. TRUSTEE CORPS AND THE LENDER ON THIS LOAN HAVE THE RIGHT TO ADJUST THESE FIGURES AND REFUSE ANY FUNDS WHICH ARE INSUFFICIENT TO PAY THE LOAN IN FULL OR REINSTATE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO ERROR IN CALCULATION, PREVIOUSLY DISHONORED CHECKS OR MONEY ORDERS, OR ADDITIONAL DISBURSEMENTS MADE BETWEEN THE DATE OF THIS PAYOFF STATEMENT AND THE RECEIPT OF FUNDS.

~ TRUSTEE CORPS is a debt collector. Any information obtained will be used for that purpose. ~

TRUSTEE CORPS

30 Corporate Park, Suite 400
Irvine, CA 92606
(949) 252-8300 fax (949) 752-0320

Reinstate and/or Payoff funds must be made payable and delivered to:

TRUSTEE CORPS

30 Corporate Park, Suite 400 ,
Irvine, CA 92606
(949) 252-8300 fax (949) 252-8330
attn: Reinstatement/Pay Off Dept.

If you are unable to cure the amount due on the foreclosure action against your property, there might be other alternatives available to you.

Please contact your Lender's loss mitigation department (OR) if a Federal Home Loan Mortgage Corporation invested loan, please contact Freddie Mac at # 1-800-FREDDIE.

This information is provided to you as a courtesy only and is not a guaranty of the outcome of your situation.

-- TRUSTEE CORPS is a debt collector. Any information obtained will be used for that purpose. --

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 March 15, 2017, I served a true and correct copy of the foregoing:

- **THIRD AMENDED COMPLAINT OF PLAINTIFFS JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH, RAYMOND SANSOTA, FRANCINE SANSOTA, SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, JESSE HENNIGAN, SUSAN KALLEN, ROBERT MANDARICH, JAMES NICO, AND BIJAN LAGHAEI**

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:

Kristen Schuler-Hintz
Melissa Robbins Coutts, Esq.
McCarthy & Holthus
9510 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
(702) 685-0329
866-339-5691 (fax)
mcoutts@mccarthyholthus.com
khintz@mccarthyholthus.com
www.McCarthyHolthus.com

Represents: QUALITY LOAN SERVICE CORP. et al

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(702) 851-1198 (fax)

mbrooks@brookshubley.com

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

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(702) 258.8787
kss@tblaw.com

Represents: NATIONAL DEFAULT SERVICING CORPORATION

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Jessica.Maziarz@bryancave.com

Sarah Burwick, Esq.

sarah.burwick@bryancave.com

Represents: CALIFORNIA RECONVEYANCE COMPANY

Attorneys for Defendant: CALIFORNIA RECONVEYANCE COMPANY

Antoinette Gill
840 South Rancho, Suite 4 – Unit 233
Las Vegas, Nevada 89106
(702) 683-5217
ALGCorp@hotmail.com (Served via U.S. Mail only)

Meridian Foreclosure Service

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

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

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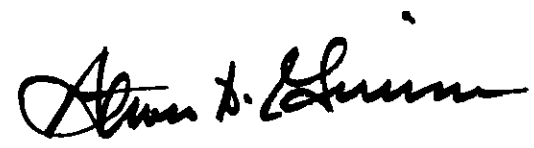

CLERK OF THE COURT

NEOJ
Nicholas A. Boylan, Esq.
Nevada Bar No. 5878
LAW OFFICE OF NICHOLAS A. BOYLAN, APC
444 West "C" Street, Suite 405
San Diego, CA 92101
Phone: (619) 696-6344
Fax: (619) 696-0478
nablawfirm@gmail.com

Shawn Christopher, Esq.
Nevada Bar No. 6252
CHRISTOPHER LEGAL GROUP
2520 Saint Rose Parkway, Suite 316
Henderson, NV 89074
Phone: (702) 737-3125
Fax: (702) 458-5412
sc@christopherlegal.com

Attorneys for Plaintiffs, except for Antoinette Gill

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a California resident; ANA MARTINEZ, a California resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident; RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident; JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada resident; DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident; JESSE HENNIGAN, a Nevada resident; KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident; SUSAN KALLEN, a Nevada resident; ROBERT MANDARICH, a Nevada resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a Nevada resident	CASE NO: A-11-649857-C Dept. 19 **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT**

Plaintiffs,

v.

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

Defendants.

NOTICE IS HEREBY GIVEN that the attached Order Re Plaintiffs' Motion For Leave to File Third Amended Complaint was entered by the Court on the 9th of March, 2017, a copy of which is attached hereto as Exhibit "A".

Dated: March 15, 2017

Law Office of Nicholas A. Boylan, A.P.C.

By: /s/ Nicholas A. Boylan
Nicholas A. Boylan, Esq.
Attorney for Plaintiffs

EXHIBIT "A"

ORDR

Nicholas A. Boylan, Esq.
Nevada Bar No. 5878
LAW OFFICE OF NICHOLAS A. BOYLAN, APC
444 West "C" Street, Suite 405
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Phone: (619) 696-6344
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sc@christopherlegal.com

Attorneys for Plaintiffs, except for Antoinette Gill

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a California resident; ANA MARTINEZ, a California resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident; RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident; JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada resident; DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident; JESSE HENNIGAN, a Nevada resident; KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident; SUSAN KALLEN, a Nevada resident; ROBERT MANDARICH, a Nevada resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a	CASE NO: A-11-649857-C Dept. 19 **ORDER RE PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT** **Hearing: February 7, 2017** **Time: 9:30 a.m.**

Nevada resident

Plaintiffs,

v.

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

Defendants.

Plaintiffs' Motion for Leave to File Third Amended Complaint came on for hearing before the Honorable William Kephart. After reviewing the pleadings, the Court grants Plaintiffs' Motion for Leave to File Third Amended Complaint. Plaintiffs shall proceed to file the Third Amended Complaint with the clerk of the court.

Dated: 3-9-12

DISTRICT COURT JUDGE

APPROVED AS TO FORM AND CONTENT

LAW OFFICE OF NICHOLAS A. BOYLAN, APC

By: _____ [illegible]

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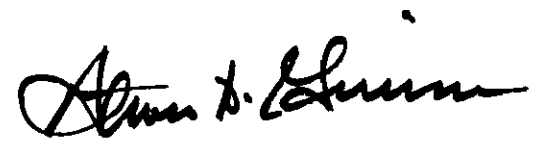

CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a California resident; ANA MARTINEZ, a California resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident; RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident; JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada resident; DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident; JESSE HENNIGAN, a Nevada resident; KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident; SUSAN KALLEN, a Nevada resident;	CASE NO: A-11-649857-C Honorable William Kephart Dept. 19 **THIRD AMENDED COMPLAINT OF PLAINTIFFS JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH, RAYMOND SANSOTA, FRANCINE SANSOTA, SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, JESSE HENNIGAN, SUSAN KALLEN, ROBERT MANDARICH, JAMES NICO, AND**

ROBERT MANDARICH, a Nevada resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a Nevada resident Plaintiffs, v. QUALITY LOAN SERVICE CORPORATION, a California Corporation; MTC FINANCIAL, INC. dba TRUSTEE CORPS, a California Corporation; MERIDIAN FORECLOSURE SERVICE, a California and Nevada Corporation dba MTDS, Inc., dba MERIDIAN TRUST DEED SERVICE; NATIONAL DEFAULT SERVICING CORPORATION, a Arizona Corporation; CALIFORNIA RECONVEYANCE COMPANY, a California Corporation; and DOES 1 through 100, inclusive, Defendants.	**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,

this Notice of Default from QLS states that "THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE."

2. Plaintiffs CAMILO MARTINEZ and ANA MARTINEZ (collectively "MARTINEZ") were at all relevant times herein residents of the State of Nevada and, while residing in Nevada, were the subject of illegal collection agency activities and communications from and by Defendant QLS. MARTINEZ filed a Chapter 13 bankruptcy on or about January 5, 2009, which case was converted to a Chapter 7 bankruptcy on or about January 27, 2011. MARTINEZ received a discharge in said case on or about May 2, 2011, with the case being closed on May 5, 2011. On September 12, 2008, Defendant QLS recorded a Notice of Default on real property owned by MARTINEZ. A true and correct copy of this Notice of Default is attached herewith as **Exhibit "B"**. QLS, in this Notice of Default, demanded payment from MARTINEZ to get current on their obligation owed to a third party. Further, this Notice of Default from QLS states that "THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." At the time of the filing of their bankruptcy and during the pendency their bankruptcy proceedings, MARTINEZ were not aware of the potential cause of action against QLS for its illegal collection agency activities. At some point in attempting to collect on the debt of the Plaintiffs MARTINEZ, Defendant QLS sent Plaintiffs MARTINEZ a letter regarding their property and related debt. A true and correct copy of this correspondence is attached herewith as **Exhibit "C"**. In the letter, QLS stated that QLS' third-party lender client wished to determine whether there were "options available to help" Plaintiffs MARTINEZ "avoid foreclosure." Included among the options listed by QLS in its letter were loan modification, reinstatement of the loan, pre-foreclosure short sale, deed in lieu of foreclosure, and an extension or stipulation whereby Plaintiffs MARTINEZ "would pay a determined portion of [their] delinquency payments and the remaining portion of the arrears

would be added to the end of the loan." QLS in its letter asked Plaintiffs Martinez to contact QLS by phone purportedly so that QLS could put them in touch with the third-party lender's "loss mitigation specialist." The letter also stated that QLS "will continue all collection and foreclosure activity unless and until a workout plan has been completed and agreed to by" the third-party lender and Plaintiffs MARTINEZ. Toward the end of the letter, QLS stated that, "[p]ursuant to federal law, we are a debt collector and any information obtained will be used for that purpose."

3. Plaintiffs FRANK SCINTA and JACQUELINE SCINTA (collectively "SCINTA") are now, and/or were at all relevant times herein, residents of the State of Nevada and, while residing in Nevada, were the subject of illegal collection agency activities and communications from and by Defendants QLS and MERIDIAN FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN TRUST DEED SERVICE ("MERIDIAN"). SCINTA filed a Chapter 7 bankruptcy on or about April 27, 2011. SCINTA received a discharge in said case on or about July 27, 2011, and their bankruptcy case was closed on March 27, 2012. On May 5, 2010, Defendant QLS recorded a Notice of Default on real property owned by SCINTA. A true and correct copy of this Notice of Default is attached herewith as **Exhibit "D"**. QLS, in this Notice of Default, demanded payment from SCINTA to get current on their obligation owed to a third party. Further, this Notice of Default from QLS states that "THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." On March 10, 2011, Defendant MERIDIAN recorded a Notice of Default on another real property owned by SCINTA. MERIDIAN, in this Notice of Default, demanded payment from SCINTA to get current on their obligation owed to a third party. Further, this Notice of Default from MERIDIAN states that "[MERIDIAN] IS ASSISTING THE BENEFICIARY TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." At the time of the filing of their bankruptcy SCINTA were not aware of the potential causes

of action against QLS and/or MERIDIAN for their illegal collection agency activities. On February 29, 2012, SCINTA amended their bankruptcy schedules and filings to disclose the claims against QLS and MERIDIAN as assets. The bankruptcy Trustee abandoned those claims, which claims therby reverted to Scinta upon the closing of their bankruptcy case.

4. Plaintiff SUSAN HJORTH ("HJORTH") is now, and/or was at all relevant times herein, a resident of the State of Nevada and, while residing in Nevada, was the subject of illegal collection agency activities and communications from and by Defendant QLS. HJORTH filed a Chapter 7 bankruptcy on or about October 9, 2008, and received a discharge in said case on or about January 20, 2009, with the case being closed on June 2, 2009. On April 30, 2009, Defendant QLS recorded a Notice of Default on real property owned by HJORTH. A true and correct copy of this Notice of Default is attached herewith as **Exhibit "E"**. QLS, in this Notice of Default, demanded payment from HJORTH to get current on her obligation owed to a third party. Further, this Notice of Default from QLS states that "THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." On or about May 7, 2009, Defendant QLS sent Plaintiff Hjorth a "DEBT VALIDATION NOTICE" relating to her debt. A true and correct copy of this correspondence is attached herewith as **Exhibit "F"**. In the letter, QLS stated that the letter "relates to a debt owed" to a third party, stated the purported "total delinquency" on the debt, stated the "amount required to pay the entire debt in full", and stated that Plaintiff Hjorth could "dispute the validity of this debt" by contacting QLS' office within thirty days of receiving the notice (failing which, QLS "will assume that the debt is valid"). At the bottom of the letter, QLS also stated in bold letters: "WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE." QLS also recorded a Notice of Trustee's Sale on this property owned by HJORTH on August 4, 2009. A true and correct copy of this Notice of Trustee's Sale

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

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

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

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

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

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

8. Plaintiff DONNA HERRERA ("HERRERA") 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 MERIDIAN. On October 1, 2010, Defendant MERIDIAN recorded a Notice of Default on real property owned by HERRERA. MERIDIAN in this Notice of Default, demanded payment from HERRERA to get current on her debt owed to a third party. MERIDIAN also recorded a Notice of Trustee's Sale on this property owned by HERRERA on January 6, 2011. A true and correct copy of this Notice of Trustee's Sale are attached herewith as **Exhibit "P"**. This Notice of Trustee's Sale provides, among other things, that the real property will be sold to "pay the remaining principal sum of the note(s): and secured by said Deed of Trust" and additional charges. The Notice of Default and the Notice of Trustee's Sale from MERIDIAN state that "[MERIDIAN] IS A DEBT COLLECTOR ATTEMPTING

TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE."

9. Plaintiff ANTOINETTE GILL ("GILL") 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 MERIDIAN and Defendant APPLETON PROPERTIES ("APPLETON"), a Nevada LLC., who benefited from those illegal activities in that this company took possession and title to GILL'S home located at 5144 Teal Petals Street, North Las Vegas, Nevada, and bears APN 124-35-711-102. On January 5, 2011, Defendant MERIDIAN recorded a Notice of Default on real property owned by GILL. A true and correct copy of this Notice of Default is attached herewith as **Exhibit "Q"**. MERIDIAN in this Notice of Default, demanded payment from GILL to get current on her debt owed to a third party. MERIDIAN also recorded a Notice of Trustee's Sale on this property owned by GILL on June 23, 2011. A true and correct copy of this Notice of Trustee's Sale are attached herewith as **Exhibit "R"**. This Notice of Trustee's Sale provides, among other things, that the real property will be sold to "pay the remaining principal sum of the note(s): and secured by said Deed of Trust" and additional charges. The Notice of Trustee's Sale from MERIDIAN state that "[MERIDIAN] IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." On or about July 14, 2011, MERIDIAN illegally foreclosed on GILL's home and sold it to APPLETON.

10. Plaintiff JESSE HENNIGAN ("HENNIGAN") 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 NATIONAL DEFAULT SERVICING CORPORATION ("NDSC"). On or about January 4, 2011, Defendant NDSC sent Plaintiff HENNIGAN a debt validation letter relating to his debt. A true and correct copy of

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

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

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

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

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

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

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

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

15. Plaintiff BIJAN LAGHAEI ("LAGHAEI") is now, and 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 MTC. LAGHAEI's property was subject to a mortgage loan. On or about March 20, 2009, MTC as purported trustee of the Deed of Trust for LAGHAEI's home, was seeking to collect on the loan, including by taking the security, i.e. the home, and sent a Notice of Default. A true and correct copy of this Notice is attached as **Exhibit "EE"**. As shown on the face of this Notice, MTC identified itself as a debt collector: "TRUSTEE CORPS [i.e., MTC] IS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." MTC, in this Notice of Default, demanded payment from LAGHAEI to get current on his obligation owed to a third party. In this Notice, MTC also states that it should be contacted to determine the amount needed to cure the default demanded payment from LAGHAEI to get current on his obligation owed to a third party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

conduct.

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

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

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

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

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

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

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

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

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

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

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

the defaulted loans. Defendants then conducted the collection activities.

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

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

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

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

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

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

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

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

II. CLASS ACTION ALLEGATIONS

(Against ALL DEFENDANTS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. FIRST CAUSE OF ACTION

STATUTORY CONSUMER FRAUD

(JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH and PATRICIA TAGLIAMONTE Against QLS and Does 1 through 100; RAYMOND SANSOTA, FRANCINE SANSOTA and BIJAN LAGHAEI Against MTC and Does 1 through 100; SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, FRANK SCINTA, JACQUELINE SCINTA, and ANTOINETTE GILL Against MERIDIAN and Does 1 through 100; JESSE HENNIGAN, ROBERT MADARICH and JAMES NICO Against NDSC and Does 1 through 100; and SUSAN KALLEN Against CRC and Does 1 through 100.)

40. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in paragraphs 1 through 39 as though fully set forth herein.

41. At all relevant times, Plaintiffs were residents of Nevada.

42. While Plaintiffs were residents of Nevada, Defendants QLS, MTC, MERIDIAN, NDSC, and CRC were each acting as a "Collection Agency" as defined by N.R.S. 649,020, they each acted on behalf of lenders to pursue payment of claims owed or due or asserted to be owed or due to the lenders, and each did not hold the requisite license to act as a collection agency in the State of Nevada. Alternatively, these Defendants also did not register as foreign collection agents or agencies with the Commissioner of the Nevada Financial Institutions Division. Defendants nevertheless pursued the claims and prosecuted various collection agency activities against Plaintiffs, including such items as sending debt-related notices, demands, collection communications, conducting foreclosure sales and processes, and collection of monies to apply to the respective Plaintiffs' claim accounts. Defendants thus caused Plaintiffs' damages and/or received illicit revenue and/or profits.

43. The collection agency activities of Defendants are and were illegal and improper because of Defendants' failure to obtain the required licenses, or

alternatively, failed to register as a foreign collection agent or agency with the Commissioner of the Nevada Financial Institutions Division.

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

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

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

47. As a direct and proximate result of Defendants' deceptive trade practices and fraud, 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.

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

IV. SECOND CAUSE OF ACTION
UNJUST ENRICHMENT
(JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH and PATRICIA TAGLIAMONTE Against QLS and Does 1 through 100; RAYMOND SANSOTA, FRANCINE SANSOTA, and BIJAN LAGHAEI Against MTC and Does 1 through 100; SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, FRANK SCINTA, JACQUELINE SCINTA, and ANTOINETTE GILL Against MERIDIAN] and Does 1 through 100; JESSE HENNIGAN, ROBERT MADARICH and JAMES NICO Against NDSC and

Does 1 through 100; and SUSAN KALLEN Against CRC and Does 1 through 100.)

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

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

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

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

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

PRAYER 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: March 14, 2017

LAW OFFICE OF NICHOLAS A. BOYLAN, APC

By: _____

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

EXHIBIT "A"

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Inst #: 20100602003345
Fees: $16.00
N/C Fee: $0.00
06/02/2010 02:03:14 PM
Receipt #: 373714
Requestor:
FIDELITY NATIONAL DEFAULT S
Recorded By: ARO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessors Parcel No(s): 125-16-412-011
Recording requested by:

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

Space above this line for recorders use only

TS # NV-10-365750-RM Order # 100349750-NV-LPI

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

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 8/17/2005, executed by JEFFREY W. BENKO, II , A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MOUNTAIN VIEW MORTGAGE COMPANY A COLORADO CORPORATION, as beneficiary, recorded 8/24/2005, as Instrument No. 20050824-0000546, in Book xxx, Page xxx of Official Records in the Office of the Recorder of CLARK County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of $282,250.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 2/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount is no less than $26,122.30 as of 6/2/2010 and will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

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

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NOTICE

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

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

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

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

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

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

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.

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Dated: 6/2/2010

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

By: N. Gonzalez

Norma Gonzalez,

State of CA)
County of Orange) ss.

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

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

WITNESS my hand and official seal.

Debra Pedley

Debra Pedley

DEBRA PEDLEY
Commission # 1852987
Notary Public - California
Los Angeles County
My Comm. Expires Jan 8, 2013

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

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

EXHIBIT "B"

Document provided by DataTrace LLC via its proprietary mapping and survey system. Copyright 2021. All rights reserved.

20080912-0004175

Fee: $16.00 RPTT: $0.00
N/C Fee: $25.00
09/12/2008 14:59:03
T20080209076
Requestor:
FIRST AMERICAN NATIONAL DEFA
Debbie Conway BGN
Clark County Recorder Pgs: 3

Recording requested by:

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

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

APN 124-25-815-023

Space above this line for Recorder's use

TS No.: NV-08-199628-TD Order # 3868426 Loan No.: 0108301664

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

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

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 3/2/2006, executed by CAMILO MARTINEZ AND ANA L MARTINEZ AND JUAN M PEREZ RAMIREZ AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, as Trustor, to secure certain obligations in favor of CTX MORTGAGE COMPANY, LLC, as beneficiary, recorded 3/22/2006, as Instrument No. 20060322-0001637, in Book xxx, Page xxx of Official Records in the Office of the Recorder of CLARK County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of $280,100.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

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

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

NOTICE

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

Documents provided by Indymac LLC or its predecessor in any and subject to their copyright and, or other rights

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

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

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

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Dated: 9/12/2008

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

By: _____

DENNIS CANLAS, Assistant Secretary

State of Nevada)ss.
County of Clark)

* SEE ATTACHED

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

_____
Notary Public

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

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

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

Document provided by Pacifica L.L.C. on its proprietary tracking and delivery system. Copyright 2008. All rights reserved.

ACKNOWLEDGMENT

State of: California
County of: Orange

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

personally appeared DENNIS CANLAS,

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

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

WITNESS my hand and official seal

TRACY M MCCURRY
Commission # 1626469
Notary Public - California
Orange County
My Comm. Expires Nov 13, 2009

Signature (Seal)

T.S. NUMBER: 08-0211866-10

EXHIBIT "C"

QUALITY
LOAN SERVICE CORP.

2141 Fifth Avenue
San Diego, CA 92101
Telephone (619) 645-7711
Facsimile (619) 645-7716
www.QualityLoan.com

CAMILO MARTINEZ, ANA L. MARTINEZ, JUAN M PEREZ RAMIREZ
3305 GREEN ICE AVENUE
NORTH LAS VEGAS, NV 89081

RE [redacted]
3305 GREEN ICE AVENUE, NORTH LAS VEGAS, NV 89081

Dear Borrower(s):

You may have had an unexpected expense or circumstances beyond your control which forced you to miss your mortgage payments. If this is the case, Nationstar Mortgage, LLC would like to discuss your situation to determine if there are options available to help you avoid foreclosure. These options are voluntary and can include:

- **Extension/Stipulation:** You would pay a determined portion of your delinquency payments and the remaining portion of the arrears would be added to the end of the loan.
- **Loan Modification:** A loan modification is a written agreement between you and the lender that temporarily changes the terms of the loan. A loan modification includes adding the arrears to the end of the loan.
- **Loan Modification w/ Intent to Sell the Property:** A loan modification as stated above, but during the period of the modified terms, you agree to list the property with a realtor and sell the property.
- **Deed In Lieu of Foreclosure:** You would transfer ownership of your home to the lender. You would be given a reasonable period of time to move from your home. (In some cases, the lender will pay some or all of your moving expenses.)
- **Reinstatement of your Loan:** You would pay the total amount necessary to bring your loan current (including but not limited to late fees, tax advances, legal fees, etc.)
- **Pre-foreclosure Short Sale:** This means you would sell your property prior to the foreclosure. If the price you are going to sell at is less than the total due, Nationstar Mortgage may agree to accept the sale proceeds to satisfy some or the entire amount you owe. Nationstar Mortgage must approve any offer that is less than the total amount due on the mortgage before an offer is accepted.

For more information on any of the above options, please contact us at (866)645-7711 ext. 3728 so that we may put you in contact with the Nationstar Mortgage Loss Mitigation Department. Their loss mitigation specialist will be able to assist you with the qualification process. While there can be no assurance that Nationstar Mortgage will be able to offer you all or any of the above options,

they certainly would like to work with you to avoid the continuation of the current foreclosure action.

Contacting this office will not suspend your obligation to make your mortgage payments. This office will continue all collection and foreclosure activity unless and until a workout plan has been completed and agreed to by Nationstar Mortgage and you. You may be responsible for any and all legal fees and expenses incurred through this action. Responding to this does not terminate your obligation to timely respond to any pleadings you received in the pending Foreclosure action. We strongly recommend that you consult an attorney to preserve your legal rights.

Pursuant to federal law, we are a debt collector and any information obtained will be used for that purpose.

Sincerely,

Quality Loan Service Corp.

QLS739

EXHIBIT "D"

Inst #: 20100505003643
Fees: $16.00
N/C Fee: $0.00
05/05/2010 02:31:55 PM
Receipt #: 339448
Requestor:
CLARK RECORDING SERVICE
Recorded By: STN Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

(3)

Assessors Parcel No(s): 176-06-812-007
Recording requested by:

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

Space above this line for recorders use only

TS # NV-10-380187-RT Order # 430430

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

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

The installments of principal and interest which became due on 2/1/2010, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount is no less than $5,804.82 as of 5/4/2010 and will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

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

NOTICE

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

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

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

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

Americas Servicing Company
Contact: Steve Murphy
Department: Foreclosure Diversion Assistance Program
Phone: 803-386-4115
Email: stephen.murphy@wellsfargo.com

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

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.

Form 2010 provided by LoanTrac (R) (pb-6) - LoanTrac Inc. Copyright 2007, All rights reserved.

Dated: 5/4/2010

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

By: Joan Peck
JOAN Peck, Authorized Agent

State of Nevada)
County of Clark) ss.

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

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

WITNESS my hand and official seal. (Seal)

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

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

NOTARY PUBLIC
HANNELORE LIZAMA
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. MARCH 8, 2013
No: 00-59332-1

380

EXHIBIT "E"

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20090430-0004386

Fee: $17.00 RPTT: $0.00
N/C Fee: $0.00
04/30/2009 14:58:31
T20090150861
Requestor:
FIDELITY NATIONAL DEFAULT SO
Debbie Conway ARO
Clark County Recorder Pgs: 4

Recording requested by:

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

Assessors Parcel No(s): 163-17-219-008

Space above this line for recorders use only

TS # NV-09-277551-RM | Order # 090309706-NV-LPI | Loan # 0017012022

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

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 6/8/2006, executed by SUSAN (NORTH), A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP, as beneficiary, recorded 6/13/2006, as instrument No. 20060613-0002708, in Book xxx, Page xxx of Official Records in the Office of the Recorder of CLARK County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of $269,800.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

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

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

NOTICE

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

Document: NRSB NRS 107.080 Updated 10/1/2013 Printed on 8/18/2014 Copyright 2014 LEXIS NEXIS, a division of REED ELSEVIER INC. All rights reserved.

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

Page 1

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

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

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Dated: 6/28/2009

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

By: N. Gonzalez
NOLIA GONZALEZ, AUTHORIZED SIGNER

State of) ss.
County of)

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

_____

Notary Public

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

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

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

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

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

WITNESS my hand and official seal.

Signature Connie L Bonas (Seal)

Connie L Bonas

CONNIE L. BONRAS
Commission # 1733995
Notary Public - California
Orange County
My Comm. Expires Apr 22, 2011

EXHIBIT "F"

389

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

Date: 5/7/2009

T.S. Number: NV-09-277551-RM
Loan Number: [redacted]

DEBT VALIDATION NOTICE

1. The enclosed document relates to a debt owed to:
   EMC Mortgage Corporation

2. You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.

3. As of 4/29/2009 the total delinquency owed was $12,423.55, because of interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Before forwarding payment please contact the above at the address or phone number listed in order to receive the current amount owed.

4. As of 5/7/2009, the amount required to pay the entire debt in full was the unpaid principal balance of $313,399.92, plus interest from 6/1/2008, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full. For further information please write to the above listed address or call 619-645-7711.

5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain and mail to you written verification of the debt. Otherwise, we will assume that the debt is valid.

WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

QLS928

EXHIBIT "G"

Document provided by Document Tracking Inc as the employee by Integrity Document System. Copyright 2009. All rights reserved

Inst #: 20090804000374
Fees: $15.00
N/C Fee: $25.00
08/04/2009 08:49:48 AM
Receipt #: 1600
Requestor:
SIMPLIFILE
Recorded By: STN Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

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

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

Space above this line for recorders use only

TS # NV-09-277551-RM Order # 090309706-NV-LPI Loan # 0017012022

NOTICE OF TRUSTEE'S SALE

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

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

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

Trustor(s): SUSAN HJORTH, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

Recorded: 6/13/2006 as Instrument No. 20060613-0002786 in book xxx, page xxx of Official Records in the office of the Recorder of CLARK County, Nevada;

Date of Sale: 8/24/2009 at 10:00 AM

Place of Sale: At the front entrance to Nevada Legal News located at 930 S. 4TH Street, Las Vegas, NV 89101

Amount of unpaid balance and other charges: $341,135.27

The purported property address is: 3559 DAY DAWN ST
LAS VEGAS, NV 89147

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

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

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

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

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

Date: 7/31/2009

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

State of California)
County of San Diego)

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

Signature _____ (Seal)
Michelle Nguyen

MICHELLE NGUYEN
COMM. #1806032
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. MAY 8, 2010

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

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

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

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

Date: 5/7/2009

T.S. Number: NV-09-277551-RM
Loan Number: [redacted]

DEBT VALIDATION NOTICE

1. The enclosed document relates to a debt owed to:
   EMC Mortgage Corporation

2. You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.

3. As of 4/29/2009 the total delinquency owed was $12,423.55, because of interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Before forwarding payment please contact the above at the address or phone number listed in order to receive the current amount owed.

4. As of 5/7/2009, the amount required to pay the entire debt in full was the unpaid principal balance of $313,399.92, plus interest from 6/1/2008, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full. For further information please write to the above listed address or call 619-645-7711.

5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain and mail to you written verification of the debt. Otherwise, we will assume that the debt is valid.

WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

QLS971

EXHIBIT "H"

Document provided by LatitudeTech LLC as its proprietary pre-recording and delivery system. Copyright 2009. All rights reserved

Inst #: 20100728003653
Fees: $216.00
N/C Fee: $0.00
07/28/2010 03:28:00 PM
Receipt #: 443898
Requester:
FIDELITY NATIONAL DEFAULT S
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 179-34-614-164

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

The undersigned hereby affirms that there is no Social Security number contained in this document.
Trustee Sale No. NV09003798-10-1 Loan No. 0192320399
1559 WARD FRONTIER LANE HENDERSON NV 89015
Title Order No:100427843-NV-LPI

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

NOTICE IS HEREBY GIVEN THAT: MTC FINANCIAL dba TRUSTEE CORPS is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under that certain Deed of Trust (together with any modifications thereto, the "Deed of Trust") dated January 27, 2004, executed by RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, as trustor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS as Beneficiary and CH MORTGAGE COMPANY I, LTD., LIMITED PARTNERSHIP as lender under Deed of Trust recorded on January 30, 2004, as Instrument No. 03808, in Book 20040130 of Official Records in the office of the County recorder of Clark County, Nevada, and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of $128,800.00 (together with any modifications thereto the "Note"), and that

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

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

Trustee's position by subsequent loan or prior payoff, payoff or delivery prior, foreclosure sale, or other reason

NOTICE

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

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:
WELLS FARGO BANK, N.A.
C/O TRUSTEE CORPS.
30 Corporate Park, Suite 400
Irvine , CA 92606
Phone No.: 949-252-8300

Dated: July 27, 2010

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

By: Norma Gonzalez

State of California
County of Orange

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

PAULINA O. SANCHEZ
Commission # 1796128
Notary Public - California
Orange County
My Comm. Expires Apr 21, 2012

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LOAN MODIFICATION CONTACT AND HUD COUNSELING CONTACT FORM

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

The contact information which the grantor or the person who holds the title of record may use to reach a person with authority to negotiate a loan modification on behalf of the beneficiary of the deed of trust is:
Loan Modification Contact Information:
Wells Fargo Bank, N.A.
3476 Stateview Blvd.
Fort Mill , SC 29715
Phone No.:(800) 734-4028

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

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

CONSUMER CREDIT COUNSELING SERVICE OF SOUTHERN NEVADA

841 E 2ND

Carson City, Nevada 89701

Telephone: 800-451-4505

NEVADA LEGAL SERVICES, INC.

841-A East Second Street

Carson City, Nevada 89701

Telephone: 702-885-0404

CONSUMER CREDIT COUNSELING SERVICE OF SOUTHERN NEVADA

2920 N. Green Valley Parkway

Henderson, Nevada 89014

Telephone: 702-364-0344

SPRINGBOARD - HENDERSON

1489 West Warm Springs Road, Suite 213

Henderson, Nevada 89102

Telephone: 800-987-3752

ACORN HOUSING, LAS VEGAS, NV
953 E. Sahara Ave., #229
Las Vegas, Nevada 89104
Telephone: 702-384-3022

CCCS OF SOUTHERN NEVADA
2850 S. Jones Blvd
Las Vegas, Nevada 89146-5033
Telephone: 702-364-0344

EXHIBIT "I"

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Inst #: 20110208003078
Fees: $15.00
N/C Fee: $25.00
02/08/2011 03:12:32 PM
Receipt #: 870269
Requestor:
LSI TITLE AGENCY INC.
Recorded By: GILKS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 178-34-614-164

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

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

Trustee Sale No. NV09003708-10-1 Title Order No:100427843-NV-LPI Client Reference Number: 0192320308

NOTICE OF TRUSTEE'S SALE
IMPORTANT NOTICE TO PROPERTY OWNER

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

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

AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST

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

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

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

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

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

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

SALE INFORMATION CAN BE OBTAINED ON LINE AT www.hpsusa9.com
AUTOMATED SALES INFORMATION PLEASE CALL 714-259-7850

Dated: February 4, 2011

MTC FINANCIAL INC dba Trustee Corps
TS No. NV09003788-10-1 .
17100 Gillette Ave
Irvine, CA 92614
949-252-8300

Clarisa Castelum , Authorized Signature

State of California)ss.
County of Orange)ss

Claudio Martinez

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

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

WITNESS my hand and official seal.

Notary Name

CLAUDIO MARTINEZ
COMM. #1894620
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. JULY 4, 2014

EXHIBIT "J"

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Inst #: 201101180002027
Fees: $13.00
N/C Fee: $25.00
01/18/2011 12:38:49 PM
Receipt #: 845268
Requestor:
FIRST AMERICAN NATIONAL DEF
Recorded By: BGN Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

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

Space above this line for Recorder's use

Title Order No. 5006977 Trustee Sale No. 13768NV Loan No. 384717

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 07-13-2009, executed by GIRVIN F KUHN & SANDRA M KUHN as Trustor, to secure certain obligations in favor of VANDERBILT MORTGAGE AND FINANCE, INC. under a Deed of Trust Recorded 07-20-2009, Book , Page , Instrument 20090720-0002934 of Official Records in the Office of the Recorder of CLARK County, State of Nevada, securing, among other obligations, 1 note(s) for the sum of $153,877.64.

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

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

You may have the right to cure the default herein and reinstate the obligation by said Deed of Trust above described. Section 107.080NRS permits certain defaults to be cured upon the payments of that portion of principal and interest, which would not be due had no default occurred. This amount is $8,607.46 as of date of this Notice and will increase until your account becomes current.

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

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

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

VANDERBILT MORTGAGE AND FINANCE, INC.
C/O Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113
TEL: (702) 888-4500

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

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

Date: 1/18/2011

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

DARIEN MCDONALD, ASST. SEC.

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

State of CALIFORNIA
County of ORANGE

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

WITNESS my hand and official seal.

Joseph Cao

(Seal)

JOSEPH CAO
Commission # 1893668
Notary Public - California
Orange County
My Comm. Expires Jan 28, 2014

EXHIBIT "K"

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Inst #: 20110421000 1783
Fees: $15.00
N/C Fee: $0.00
04/21/2011 11:00:00 AM
Receipt #: 748333
Requestor:
PASION TITLE SERVICES
Recorded By: SOL Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

(2)

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

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

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

Space above this line for recorder's use

APN#: 161-17-510-126
Title Order No. 8000877 Trustee Sale No. 18788NV Loan No. 384717

NOTICE OF TRUSTEE'S SALE

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

On 05-10-2011 at 10:00 AM, MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 07-20-2009, Book , Page , Instrument 20090720-0002934 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: GIRVIN F KUHN & SANDRA M KUHN as Trustor, VANDERBILT MORTGAGE AND FINANCE, INC. as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). AT THE FRONT ENTRANCE TO THE NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH ST., LAS VEGAS, NV 89101 all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

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

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

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

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Title Order No. 5008877 Trustee Sale No. 18768NV Loan No. 394717

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

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

Sales Line: (714) 573-1965 or (702) 588-4500 or PRIORITYPOSTING.COM

Date: 04-19-2011

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

JESSE FERNANDEZ,
FORECLOSURE ASSISTANT

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

State of Nevada
County of Clark

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

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

EXHIBIT "L"

RECORDING REQUESTED BY:

Meridian Foreclosure Service

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

APN#: 139-28-810-010

Space above this line for Recorder's use

Title Order No. 223983 Trustee Sale No. 12348NV Loan No. 1008817665

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 08-28-2006, executed by JESUS GOMEZ AND SILVIA GOMEZ, HUSBAND AND WIFE AS JOINT TENANTS as Trustor, to secure certain obligations in favor of ASCENT HOME LOANS, INC. under a Deed of Trust Recorded 10-24-2006, Book , Page , Instrument 20061024-0002800 of Official Records in the Office of the Recorder of CLARK County, State of Nevada, securing, among other obligations, 1 note(s) for the sum of $224,100.00.

Purported Street Address: 736 NORTH 16TH STREET LAS VEGAS, NV 89101

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: Failure to make the 08/01/2008 payment of principal and/or interest and all subsequent payments, together with late charges, impounds, advances, taxes, delinquent payments on senior liens, or assessments, attorney's fees and court costs arising from the beneficiary's protection of its security, all of which must be cured as a condition of reinstatement.

You may have the right to cure the default herein and reinstate the obligation by said Deed of Trust above described. Section 107.080NRS permits certain defaults to be cured upon the payments of that portion of principal and interest, which would not be due had no default occurred. This amount is $10,384.16 as of date of this Notice and will increase until your account becomes current.

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

Title Order No. 223663 Trustee Sale No. 12345NV Loan No. 1008817808

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

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

OneWest Bank FSB
C/O Meridian Foreclosure Service
8484 W. Sunset Rd. Suite 295
Las Vegas, NV 89113
TEL: (702) 888-4808

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

Brad Brumley -- Loss Mitigation 2900 Esperanza Crossing, Austin, TX 78758 877-736-8558

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

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

Date: 10/8/2009

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

Tracie Lynn Jones

State of California
County of San Bernardino

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

On 10/8/09 before me, Melissa M. Mondragon, Notary Public, personally appeared Tracie Lynn Jones, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

EXHIBIT "M"

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139-26-810-010

RECORDING REQUESTED BY
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO

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

Inst #: 20101011000280[illegible]
Fees: $15.00
N/C Fee: $0.00
10/11/2010 12:14:40 PM
Receipt #: 835487
Requestor:
CLARK RECORDING SERVICE
Recorded By: AEA Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 139-26-810-010
Title Order No. 223983 Trustee Sale No. 12345NV Loan No. 1009817906

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 09-26-2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 11-01-2010 at 10:00 AM, MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 10-24-2006, Book , Page , Instrument 20061024-0002069 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: JESUS GOMEZ AND SILVIA GOMEZ, HUSBAND AND WIFE AS JOINT TENANTS as Trustor, Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series INABS 2006-E, Home Equity Mortgage Loan Asset-Backed Certificates, Series INABS 2006-E under the Pooling and Servicing agreement dated Dec 1, 2006 as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: AT THE FRONT ENTRANCE TO NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH STREET, LAS VEGAS, NV all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:
LOT TWO HUNDRED FIFTEEN (215) IN BLOCK SIXTEEN (16) OF GREATER LAS VEGAS ADDITION TRACT 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK FOUR OF PLATS, PAGE 87 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.
The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:
736 NORTH 18TH STREET , LAS VEGAS, NV 89101

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

409

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Title Order No. 223963 Trustee Sale No. 12348NV Loan No. 1008517805

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

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

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

Date: 10-07-2010

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

JESSE FERNANDEZ, FORECLOSURE ASSISTANT

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

State of NEVADA
County of CLARK

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

D. ADAMS
Notary Public, State of Nevada
Appointment No. 10-1014-1
My Appt. Expires Dec. 18, 2018

414

EXHIBIT "N"

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Inst #: 201103170001627
Fees: $16.00
N/C Fee: $0.00
03/17/2011 10:47:46 AM
Receipt #: 708933
Requestor:
CLARK RECORDING SERVICE
Recorded By: DHG Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING REQUESTED BY
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO

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

Space above this line for recorder's use

APN#: 139-26-810-010
Title Order No. 223863 Trustee Sale No. 12346NV Loan No. 1005517808

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 09-26-2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 04-06-2011 at 10:00 AM, MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 10-24-2006, Book , Page , Instrument 20061024-0002600 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: JESUS GOMEZ AND SILVIA GOMEZ, HUSBAND AND WIFE AS JOINT TENANTS as Trustor, Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series INABS 2006-E, Home Equity Mortgage Loan Asset-Backed Certificates, Series INABS 2006-E under the Pooling and Servicing agreement dated Dec 1, 2006 as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: AT THE FRONT ENTRANCE TO NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH STREET, LAS VEGAS, NV all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

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

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

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: $260,804.22 (Estimated)

Document provided by Dataquick Information Systems. Copyright 2003. All rights reserved.

Title Order No. 223993 Trustee Sale No. 12345NV Loan No. 1008517805

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

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

Sales Line: (619) 590-1221 or (702) 566-4500 or WWW.RPPSALES.COM

Date: 03-15-2011

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

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

STEPHANIE FARRELL, FORECLOSURE ASSISTANT

State of Nevada
County of Clark

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

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

413

EXHIBIT "O"

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139-26-810-010

RECORDING REQUESTED BY
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO

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

Inst #: 20110715-0002128
Fees: $15.00
N/C Fee: $0.00
07/15/2011 02:20:18 PM
Receipt #: 846972
Requestor:
CLARK RECORDING SERVICE
Recorded By: GILKS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Space above this line for recorder's use

APN#: 139-26-810-010
Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 1008517805

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 09-26-2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 08-04-2011 at 10:00 AM, MERIDIAN FORECLOSURE SERVICE f/k/a MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 10-24-2006, Book , Page , Instrument 20061024-0002680 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: JESUS GOMEZ AND SILVIA GOMEZ, HUSBAND AND WIFE AS JOINT TENANTS as Trustor, Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series INABS 2006-E, Home Equity Mortgage Loan Asset-Backed Certificates, Series INABS 2006-E under the Pooling and Servicing agreement dated Dec 1, 2006 as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: AT THE FRONT ENTRANCE TO NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH STREET, LAS VEGAS, NV 89101 all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

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

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

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

415

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Title Order No. 223983 Trustee Sale No. 12345NV Loan No. 1008617805

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

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

Sales Line: (702) 686-4500

Date: 07-13-2011

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

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

STEPHANIE FARRELL, FORECLOSURE ASSISTANT

State of Nevada
County of Clark

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

D. ADAMS
Notary Public, State of Nevada
Appointment No. 10-1016-1
My Appt. Expires Dec. 16, 2013

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Title Order No. Trustee Sale No. 17158NV Loan No. 3082099748

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

OneWest Bank FSB
C/O Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113
TEL: (702) 696-4500

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

Kim Ibarra – Loss Mitigation 2800 Esperanza Crossing, Austin, TX 78758 866-354-8947

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

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

Date: 9/30/2010

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

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

Tom Courey

State of NEVADA
County of CLARK

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

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

WITNESS my hand and official seal.

Notary Public In and for said County and State

NOTARY PUBLIC
County of Clark, State of Nevada
SHARON PEUCICH
No. 00-62079-1
My Appointment Expires April 4, 2013

EXHIBIT "P"

Document provided by DataTrace LLC as the agent for imaging and delivery services. Copyright 2011. All rights reserved.

RECORDING REQUESTED BY
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO

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

Inst #: 20110106000152 2
Fees: $16.00
N/C Fee: $25.00
01/06/2011 12:11:48 PM
Receipt #: 634708
Requestor:
TICOR TITLE LAS VEGAS
Recorded By: STN Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Space above this line for recorder's use

APN#: 125-18-117-041
Title Order No. TT10538946 Trustee Sale No. 17156NV Loan No. 3002099749

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 09-20-2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 01-24-2011 at 10:00 AM, MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 07-03-2006, Book , Page , Instrument 20060703-0001876 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: DONNA HERRERA, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY as Trustor, OneWest Bank FSB as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: THE FRONT ENTRANCE TO THE NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH ST., LAS VEGAS, NV 89101 all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

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

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: $297,888.17 (Estimated)

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

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

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

Sales Line: (714) 573-1965 or (702) 536-4500 or PRIORITYPOSTING.COM

Date: 01-03-2011

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

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

STEPHANIE FARRELL FORECLOSURE ASSISTANT

State of Nevada
County of Clark

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

D. ADAMS
Notary Public, State of Nevada
Appointment No. 10-1011-1
My Appt. Expires Dec. 16, 2013

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EXHIBIT "A"

Parcel 1:

Lot 41 in Block 1 of GRAND TETON - DURANGO, as shown by map thereof on file in Book 120 of Plats, Page 14 in the Office of the County Recorder of Clark County, Nevada.

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

Parcel 2:

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

EXHIBIT "Q"

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Inst #: 20110105003166
Fees: $15.00
N/C Fee: $0.00
01/05/2011 02:18:21 PM
Receipt #: 633649
Requestor:
PACIFIC COAST TITLE
Recorded By: MSN Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 124-35-711-102

RECORDING REQUESTED BY:
PACIFIC COAST TITLE
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO:

Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 208
Las Vegas, NV 89113

Space above this line for Recorder's use

Title Order No. S501704G

Trustee Sale No. 18208NV Loan No. 1008413068

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 08-18-2006, executed by ANTOINETTE L. GILL, AN UNMARRIED WOMAN as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PLAZA HOME MORTGAGE, INC. under a Deed of Trust Recorded 08-18-2006, Book , Page , Instrument 20060816-0004119 of Official Records in the Office of the Recorder of CLARK County, State of Nevada, securing, among other obligations, 1 note(s) for the sum of $314,392.00.

Purported Street Address: 6144 TEAL PETALS STREET NORTH LAS VEGAS, NV 89081

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

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

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

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Title Order No. Trustee Sale No. 10269NV Loan No. 1008413088

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

Deutsche Bank National Trust Company, as Trustee
C/O Meridian Foreclosure Service
8484 W. Sunset Rd. Suite 208
Las Vegas, NV 89113
TEL: (702) 836-4600

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

Kim Ibarra – Loss Mitigation 2900 Esperanza Crossing, Austin, TX 78758 866-354-6947

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

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

Date: 1/5/2011

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

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

SUSAN DANA

State of CA
County of Orange

On 1/6/11 before me, Alma Michele Rodriguez, personally appeared Susan Dana, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said County and State
ALMA MICHELE RODRIGUEZ

ALMA MICHELE RODRIGUEZ
COMM. #1812863
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. SEPT. 12, 2012

Comm #1812863 Exp 9-12-12

EXHIBIT "R"

Document provided by DataTree LLC on its web-based imaging and delivery system. Copyright 2008. All rights reserved.

Inst #: 20110823002205
Fees: $15.00
N/C Fee: $0.00
08/23/2011 10:21:51 AM
Receipt #: 821718
Requestor:
PACIFIC COAST TITLE
Recorded By: MSH Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

PACIFIC COAST TITLE
RECORDING REQUESTED BY
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO

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

124-35-711-102

Space above this line for recorder's use

APN#: 124-35-711-102
Title Order No. 55018046 Trustee Sale No. 18269NV Loan No. 1008413086

NOTICE OF TRUSTEE'S SALE

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

On 07-14-2011 at 10:00 AM, MERIDIAN FORECLOSURE SERVICE f/k/a MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 08-16-2006, Book , Page , Instrument 20060816-0004119 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: ANTOINETTE L GILL, AN UNMARRIED WOMAN as Trustor, Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2006-AR35, Mortgage Pass-Through Certificates, Series 2006-AR35 under the Pooling and Servicing Agreement dated November 1, 2006 as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: AT THE FRONT ENTRANCE TO NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH STREET, LAS VEGAS, NV 89101 all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

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

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:
6144 TEAL PETALS STREET , NORTH LAS VEGAS, NV 89081

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: $345,868.04 (Estimated)

Indemnite provided by Lion Title LLC as its proprietary imaging and delivery system. Copyright 2009. All rights reserved.

Title Order No. 55018046 Trustee Sale No. 18269NV Loan No. 1008413008

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

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

Sales Line: or (702) 586-4500 or

Date: 06-22-2011

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

STEPHANIE FARRELL, FORECLOSURE ASSISTANT

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

State of Nevada
County of Clark

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

D. ADAMS
Notary Public, State of Nevada
Appointment No. 10-10114-1
My Appt. Expires Dec. 15, 2013

EXHIBIT "S"

436

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

January 4, 2011

JESSE HENNIGAN
7424 DESERTSCAPE AVE
LAS VEGAS, NV 89178

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

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

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

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

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

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

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

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

EXHIBIT "T"

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20090630-0001440
Fee: $15.00 RPTT: $0.00
N/C Fee: $0.00
06/30/2009 10:45:42
T20090227421
Requestor:
SERVICELINK SAN BERNARDINO
Debbie Conway BRT
Clark County Recorder Pgs: 2

RECORDING REQUESTED BY:
ServiceLink Title
WHEN RECORDED MAIL TO:
National Default Servicing Corporation
2525 East Camelback Road, Suite 200
Phoenix, AZ 85016

NDSC File No. : 09-44685-WF-NV
Loan No. : 0084709724
Title Order No. : 602132940

APN: 176-27-212-012

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

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

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

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

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

429

Document created for facilitation of the purchasing or selling of a foreclosed property. Copyright 2007. All rights reserved.

NDSC File No. : 09-44685-WF-NV
Loan No. : 0684709724

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

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

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

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

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

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

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

Dated : June 30, 2009
National Default Servicing Corporation, As Agent for Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc., f/k/a/ Norwest Mortgage Inc.

Sandy Brown
By : Service Link, as Agent
Sandy Brown

EXHIBIT "U"

Inst#:20091002[illegible] Fees/Copies/Pages: [illegible] 10/02/2009 10:14:34 AM
Receipt#:80026 Requestor:DOCUMENT PROCESSING SOLUTIONS INC Recorded By:CYV
Pgs:4 DEBBIE CONWAY CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

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

4

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

000077

NOTICE OF TRUSTEE'S SALE

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

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

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

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

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

7424 DESERTSCAPE AVE
LAS VEGAS, NV 89178

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

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

The estimated total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publications of the Notice of Sale is $437,783.38. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

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

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

Date: 10/01/2009

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

By: [signature]
Nichole Allard, TRUSTEE SALES REPRESENTATIVE

Exhibit A

NDSC Notice of Sale Addendum

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

LEGAL DESCRIPTION :

PARCEL I:
LOT 25 OF MOUNTAINS EDGE MIRADOR PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 124 OF PLATS, PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
PARCEL II:
AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON AREAS AS SHOWN AND DELINEATED ON SAID MAP.

STATE OF ARIZONA
COUNTY OF MARICOPA

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

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

IN THE SUPREME COURT OF THE STATE OF NEVADA

JEFFREY BENKO, A NEVADA RESIDENT; ET Al., Appellants, v. QUALITY LOAN SERVICE CORPORATION, A CALIFORNIA CORPORATION; ET AL., Respondents	Supreme Court No. 73484 District Court Case No. A-11-649857

Electronically Filed
Mar 01 2018 10:27 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANTS' APPENDIX

VOLUME 17

Appeal from Eighth Judicial District Court
Clark County, Nevada

The Honorable William Kephart

Law Office of Nicholas A. Boylan, APC
Nicholas A. Boylan, Esq.,
Nevada Bar No. 5878
233 A Street, Suite 1205
San Diego, CA 92101
Telephone: (619) 696-6344
Facsimile: (619) 696-0478
Attorney for Appellants

Docket 73484 Document 2018-08225

ALPHABETICAL INDEX

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

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

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

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

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

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

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

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

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

CHRONOLOGICAL INDEX

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

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

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

CHRONOLOGICAL INDEX

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

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

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

CHRONOLOGICAL INDEX

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

CHRONOLOGICAL INDEX

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

CHRONOLOGICAL INDEX

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

1 because the paperwork is, on those motions, all of the motions set for that day, the
2 paperwork is very voluminous. So it might be the best thing for us to kind of reconvene on
3 this issue after we have the determination in Department XIX, if that would be helpful for
4 the Commissioner to kind of map out, you know, how we go forward.
5 On the other hand, it might be -- it might make sense just at this time to extend
6 Phase 1 and essentially open Phase 2.
7 And then the only other thing I would mention is in terms of moving forward
8 on Phase 1 and the written discovery, from the Plaintiffs' perspective, we need and we'd like
9 to have, without the need for a motion -- but perhaps a motion would be required -- we'd like
10 to have the ability to go beyond 40 interrogatories because there's so much information here,
11 and many of our initial sets of interrogatories within the 40 were disallowed either in whole
12 or in part based on the Phase 1 limitation. So we'd like to have the ability to go above 40
13 interrogatories without the delay of a motion for that purpose.
14 DISCOVERY COMMISSIONER: Didn't I already address that earlier, or am I
15 confusing this case with another case? But I thought that I had already increased the number
16 of interrogatories permitted.
17 MR. SCARBOROUGH: Not in this case to my knowledge, Your Honor.
18 DISCOVERY COMMISSIONER: Okay.
19 MR. SCARBOROUGH: And I would like to be heard on that before we start down
20 that rabbit hole.
21 DISCOVERY COMMISSIONER: All right. Well, I don't want to go down that
22 rabbit hole today.
23 MR. SCARBOROUGH: Okay.
24 DISCOVERY COMMISSIONER: I think what we -- I have no problem addressing
25 the phase of discovery and giving you new deadlines today. I recognize that what the Judge

1 may or may not do next week may have an effect, but at least from my perspective I will -- it
2 will allow you to move forward, and that's really what I'd like to do.
3 I mean, I had already moved Phase 1 discovery. I think our cutoff was March
4 3rd, and dispositive motions were April 7. But the dispositive motions are already filed, so
5 from my perspective I think Phase 1 is pretty much completed, unless the Judge feels that
6 additional discovery may be needed.
7 MR. SCARBOROUGH: Your Honor --
8 MR. CERAN: Well, Your Honor, Your Honor, this is Allan Ceran speaking for
9 Trustee Corps.
10 DISCOVERY COMMISSIONER: Yes.
11 MR. CERAN: The Court may or may not know that Mr. Boylan's motion to file a
12 third amended complaint was granted several weeks ago, and part of that motion was adding
13 a new named Plaintiff with respect to whom there has been no discovery yet. So the Phase 1
14 discovery, at least as to that Plaintiff, needs to be kept open for a bit, 60 days.
15 MR. BOYLAN: And, Your Honor, Nick Boylan. We, from the Plaintiffs'
16 perspectives, we're not even close to the conclusion of Phase 1 discovery. For example, as
17 against NDSC, we've actually only had one deposition, so we have months of additional
18 Phase 1 discovery before we're going to be in the position to respond to the other
19 Defendants' summary judgment motions.
20 As you know, we've filed 16 motions to compel so far. We've struggled to get
21 the information over a period of -- it's been a year. So we've been working diligently, very
22 diligently. In fact, it's consuming incredible amounts of my law firm, but we're not close to
23 being done on what we need in Phase 1 to oppose the contemplated motions.
24 DISCOVERY COMMISSIONER: Okay.
25 MR. SCARBOROUGH: I'm just -- I'm waiting my turn, so I just -- I don't want to --

1 DISCOVERY COMMISSIONER: You can go ahead, Mr. Scarborough.

2 MR. SCARBOROUGH: Okay. Thank you, Your Honor.

3 On a number of the different topics the motions for summary judgment by all

4 the Defendants contemplated at the end of Phase 1 have not been filed. What has been filed

5 is a motion by Plaintiff, as you've heard, that was met -- as is not unsurprising in -- or not

6 surprising in this case -- with a cross-motion from Mr. Ceran's client, MTC.

7 As everyone has now informed you, it's -- the original motion by Mr. Boylan

8 is set for the 14th. I'm not sure when we get up to see Judge Kephart whether he will

9 entertain that next week. But what we all agree is Mr. Boylan's attempt to undo phasing --

10 I'll just put it that way -- by virtue of a motion for clarification he filed long ago is on the

11 calendar for the 14th.

12 So to Your Honor's point, we would agree that what the Court can do here

13 today is continue to set dates, and we're here on March 8th, and Phase 1technically closed

14 March 3rd. That's because, as this Court knows, we've been dialoguing the last couple of

15 times we've been here, understanding there would need to be some sort of extension.

16 Now, let me address the extension of Phase 1, which, of course, drives Phases

17 2 and 3. Phase 1 we absolutely proposed a 60-day extension, so from early March to early

18 May. Let me not be too specific.

19 On February 9th Mr. Boylan wrote us a letter; it's two sentences. I want to read

20 the whole thing: Thank you for your letter regarding stipulating to extend Phase 1 discovery

21 for 60 days. Assuming everyone is in agreement, and everyone reserves any positions

22 regarding whether further extension should occur thereafter, I am in agreement and ask that

23 you forward a stipulation to that effect to all counsel as soon as possible. I thank you in

24 advance.

25 We forwarded that stipulation, and Sunday night Mr. Boylan wrote me an E-

1 mail; I'll quote it in full, and this -- as a side note, there is a Report and Recommendation as
2 to which you have dueling positions, but I only raise that because it's in Mr. Boylan's E-mail
3 Sunday, which said this: We do not agree on the R&R and thus will not sign. As to stip, as
4 we said before, 60 days is not enough, even absent more obstruction and delays by Ds
5 [phonetic] it will take 'til at least end of summer.
6 Which is, of course, Mr. Boylan's current position, having apparently reneged
7 on the agreement to extend 60 days.
8 Long story short, Your Honor, time pressure, as in most litigations I think we
9 all observe, serve some salutary effect. And from our perspective, not knowing what Mr.
10 Boylan intends about depositions, or written discovery, or interrogatories, which I'd like to
11 respond to at the time we see it and can assess it, we are of the view that let's extend it 60
12 days, as he wrote in his original letter of agreement; that's without prejudice to anybody
13 extending it for more time, but let's please keep the pressure on all concerned.
14 DISCOVERY COMMISSIONER: Yeah. Let's get some new dates today because
15 that was what I wanted to hopefully achieve, and depending on what decisions are made by
16 the District Court Judge, we're always going to be in a position to modify those dates, if
17 necessary.
18 MR. BECKOM: Yeah, and one thing pragmatically QLS would be adding in is that
19 we had negotiated with Mr. Boylan that we had a -- we have three depositions still remaining
20 on some of the Plaintiffs that we had kicked out as a courtesy to Mr. Boylan's office just
21 with the understanding that we would get an additional 60 days of discovery.
22 We also gave his office a two-week extension on written discovery, follow-up
23 written discovery, again which was predicated on at least a 60-day extension.
24 DISCOVERY COMMISSIONER: Okay.
25 MR. SCARBOROUGH: So --

1 DISCOVERY COMMISSIONER: I am not sure I have your correct trial date.

2 MR. SCARBOROUGH: Well, I can give it to you -- June 4th, 2018.

3 DISCOVERY COMMISSIONER: Yeah.

4 MR. SCARBOROUGH: And so if we did the 60 days and rolled it into Phase 2 and
5 Phase 3, that would make Phase 2 July 31st of 2017 and it would make Phase 3 February 6th
6 of 2018, leaving still five months or so until the trial date of June 4. Our contention is that
7 that is doable, and, of course, we don't know what the effect will be of not only what will
8 happen next week, but what the outcome of every Defendants' motion for summary
9 judgment will be, as contemplated at the end of Phase 1.

10 MR. BOYLAN: And, Your Honor, there's a number of other variables here that are
11 going to come into play for us. One is the addition of new Plaintiffs that we've talked about
12 periodically. The Court, I think, in Department XIX is about to sign the order for the third
13 amended. That will add one Plaintiff.

14 But, as the Court may recall, we have not been allowed any contact
15 information for -- from the Defendants for other victims because of the Phase 1 limitations,
16 and so the way we see it in typical class action practice it's probable that when we get into
17 that level of discovery and we're able to communicate with these other victims as witnesses,
18 it's quite probable that they're going to want to participate and be very helpful as class
19 representatives that we would then propose by amendment, and that's also very critical to the
20 whole concept of summary judgment because it really should not occur, as we've argued
21 unsuccessfully in the past until we have at least a good, a good collection of those
22 individuals who are going to want to serve as class representatives.

23 In terms of discovery, the letter that was quoted is correct. I was agreeable to a
24 minimum of 60 days, but I've also had oral conversations with these lawyers, and I have to
25 speak to all of 'em periodically, including Mr. Beckom, where I've said we're going to need

1 more than 60 days. I'm happy to have 60 be the minimum, but I can't be locked into that
2 because we're going to need a lot more, and we're going to need 'til the end of summer.
3 As to Mr. Beckom, however, I also promised him I won't even hold you to it. I
4 mean, even if Phase 1 were closed off sooner, I won't hold you to it in terms of getting the
5 Plaintiffs' depositions that you've asked for.
6 So I've been trying to work with all these folks, sometimes in different
7 conversations with different lawyers, but the reality is it's going to take more than 60 days,
8 and then we have this prospect of additional -- of additional Plaintiffs, which, from our point
9 of view, is just another reason why the phasing in this case, now that the Commissioner's
10 had a chance to kind of see it developed, the phasing in this case is perhaps going to cause
11 more delays and problems than it would solve, and --
12 DISCOVERY COMMISSIONER: But we're not --
13 MR. BOYLAN: -- given these --
14 DISCOVERY COMMISSIONER: Yeah. I'm sorry, Mr. Boylan. I don't mean to cut
15 you off, but honestly I am not rehashing these issues. The Court already made a decision. I
16 already staged the discovery. If Judge Kephart rules differently, then I will address it when
17 he makes whatever decision he is going to make.
18 Let me tell you the problem. I took this out 90 days, and I can't do it with the
19 way that phased discovery is. I'm not sure I can take it out 60 days and make it work with
20 that June trial date in order to leave sufficient time between the phases, if we want to do that.
21 So I am --
22 MR. BOYLAN: Well, but --
23 DISCOVERY COMMISSIONER: -- concerned about how to make this work.
24 MR. BOYLAN: Well, I think, Your Honor, realistically, given what you've seen, and
25 all of the discovery consternation over the last year, I think it makes sense to kick the trial

1 date out, if necessary, and we just are very, very concerned --

2 DISCOVERY COMMISSIONER: Well, this is a --

3 MR. BOYLAN: -- about --

4 DISCOVERY COMMISSIONER: -- five-year- rule-problem case. We've already

5 had one stipulation, I think, and extension. The Judge will need to do that. I'm not the one

6 to be able to do that for you.

7 MR. BOYLAN: I think we stipulated that the five-year rule would run, at the earliest,

8 sometime in 2019, Your Honor.

9 DISCOVERY COMMISSIONER: Okay.

10 MR. SCARBOROUGH: That's correct.

11 MR. BOYLAN: But my primary concern that I want to bring to your attention again

12 here is that we cannot face, given the Phase 1 limitations on discovery, we cannot face

13 summary judgment motions without having adequate opportunity to gather the evidence.

14 DISCOVERY COMMISSIONER: Okay.

15 MR. BOYLAN: And --

16 DISCOVERY COMMISSIONER: I understand that. I know what 56F is. I get it. I

17 understand.

18 I would really like to be able to phase this discovery today. I have three more

19 motions left I would really like to get through and get my lawyers on their way because I feel

20 like this is going to take a little bit more time than I had hoped or anticipated, and I apologize

21 to you all. I know you've been on the line a long time. Some days I think my calendar isn't

22 going to take very long, and it does, and there were just a lot of, unfortunately, contentious

23 issues today. So I appreciate your patience, and I apologize for that.

24 What I would like to do though, if I could just pick some numbers and give

25 them to you, I'm happy to do that. I just don't know how valid that is in terms of getting

1 your input and really making a decision on what's best for you.

2 Are you all back here on March 14th? Are you here physically on March 14th

3 for those arguments before the Judge?

4 MR. SCARBOROUGH: I am, yes.

5 DISCOVERY COMMISSIONER: Okay.

6 MR. BOYLAN: Yes, Your Honor.

7 DISCOVERY COMMISSIONER: And those happen at what time -- at nine?

8 THE CLERK: Nine.

9 MR. SCARBOROUGH: At 9:00, and I wasn't at the status check, but my

10 understanding is we're the only thing on the calendar, but I don't want to really make a

11 representation like that in this courthouse.

12 DISCOVERY COMMISSIONER: You may be. You may be the only thing on the

13 calendar on that day. So here would be my thought. I wonder if I can bring you back in the

14 afternoon, give you the morning before the Judge, or put it at 11. I'm just afraid because I

15 don't know how in depth your argument's going to be, and I suspect he may need to spend a

16 couple of hours with you, and if you want to move that trial date -- because, quite candidly,

17 if I just do 90 days, which I'm somewhat inclined to do 90 instead of 60, then what I am

18 looking at, if I space it appropriately I can tell you. I was almost through. Let me see if I

19 can -- 'cause I think we ended up putting -- what -- four -- two months, 60 days between

20 phases approximately.

21 MR. SCARBOROUGH: That's right.

22 MR. BOYLAN: Not sure we need that much time between 2 and 3, if any, frankly.

23 I'm not sure what the thinking on that was as to -- between 1 and 2 the thought was it was for

24 motion practice. But for 2 and 3 I'm not sure there really needs to be a gap.

25 DISCOVERY COMMISSIONER: Well, I think we left about -- gosh -- about six

1 months before, but we don't have to do that.

2 MR. SCARBOROUGH: And I will say -- I don't want -- I'm not speaking for all the

3 Defendants now, just for CRC. We won't need the six months, and that had to do with some

4 orders made early in Phase 1, Your Honor, where we were only able to depose Plaintiffs one

5 time, so a lot of the individual, quote, merits issues that might have been contemplated for

6 Phase 3 either have or have not been done in Phase 1. There will certainly be fewer of them,

7 fewer boxes to check off, if you will, in Phase 3.

8 DISCOVERY COMMISSIONER: Well, let me tell you what I come up with if I do

9 90 days instead of the 60, and then you all can tell me how you would like me to proceed.

10 But, unfortunately, the Court will really have to move the trial date, and, I mean, I can

11 recommend it. I'm certain that, you know, he would be amenable to the recommendation, if

12 you're all in agreement, but I can't move that trial date. That's the problem.

13 All right. So this is what happens if I take you out 90 days. The case would be

14 ready for trial September 24th of 2018, so when I move you out the 90 days I'm basically

15 moving the trial date 90 days. That's what happens, and that is only putting 60 days between

16 Phase 2 and Phase 3, and I actually did that for a purpose because it does not seem to me -- it

17 does not appear to me that we can complete our discovery as scheduled. I want to have a

18 little bit of breathing room in case something happens, and the 60 days between the two

19 phases provides me with that.

20 Now, I put more of a gap between Phase 1 and Phase 2, and maybe we don't

21 need that much of a gap.

22 MR. SCARBOROUGH: Might we have your dates, and then we can react to that?

23 DISCOVERY COMMISSIONER: Talk about it?

24 So on Phase 1 I would close discovery June 9th of 2017; dispositive motions

25 would be due July 10th of 2017, recognizing a few have already been filed; you would

complete discovery by January 12 of 2018; you would file motions to amend pleadings and add parties by October 10th of 2017; initial expert disclosures would be October 10th of 2017; your rebuttal disclosures would be November 13th of 2017; your dispositive motions would be due February 12th of 2018.

Your Phase 3, your discovery would close July 13th of 2018; your last day to amend pleadings, add parties, and your initial expert disclosure deadline would be April 13th of 2018; your rebuttal deadline would be May 14th of 2018; and your dispositive motion deadline would be August 13th of 2018. And that would mean the case would be ready for trial September 24th of '18.

MR. SCARBOROUGH: Did you have a Phase 2 close date?

DISCOVERY COMMISSIONER: Yes, January 12th of 2018.

MR. SCARBOROUGH: Okay. That's -- I got it. Thank you.

DISCOVERY COMMISSIONER: So what I basically did is after the dispositive motions are filed on Phase 1, which I, frankly, think is really the crux of whether or not the case proceeds, then I put 90 days in between the filing of those dispositive motions and your need for experts in the second phase.

I'm afraid to give you less time because this is the -- Phase 1 and Phase 2 are where I'm concerned that you would need the time between the phases, more so than Phase 2 and 3, which I just left 60 days in between.

MR. SCARBOROUGH: So, again, not speaking for all the Defendants, we need to react to this, but from CRC that seems like a imminently reasonable position across the board. You know my view, Your Honor, and that is as much pressure as you can put on us, the better to get these things done because of our view that some of these things that are being raised as needs are actually an attempt to get us to settle the case unwarrantedly, but I'm not going down that particular line of advocacy.

1 I think this works, and so for CRC I would be prepared to walk into court next
2 week if we keep the phasing or whatever and suggest to Judge Kephart that this schedule you
3 are prepared to recommend is acceptable to CRC, and that that trial date moving 90 days to
4 September 24th would be acceptable as well.
5 I don't know what my other friends on the defense side of the aisle, let alone
6 Mr. Boylan, will have to say to that.
7 MR. BOYLAN: Your Honor, if I could, please, a couple things. One, I understand
8 the reasoning behind it, and the overall sensibility of it, but our only position and respectful
9 objection that we want to maintain is that we can't face dispositive motions also before we've
10 had an opportunity to obtain from the Defendants the names and contact information of other
11 potential class reps who should be in place before summary adjudication or summary
12 judgment --
13 DISCOVERY COMMISSIONER: Yeah, that's --
14 MR. BOYLAN: -- is considered.
15 DISCOVERY COMMISSIONER: -- Phase 2. That's Phase 2.
16 Phase 1is just whether or not, as a matter of law, you can proceed with your
17 claims because you are technically -- my gosh. This is the terrible thing about old age -- you
18 forget.
19 MR. BOYLAN: I can help, Your Honor. I know what you're saying. It's whether
20 they were conducting business as an unlicensed claim collection entity --
21 DISCOVERY COMMISSIONER: Perfect.
22 MR. BOYLAN: -- in the state. But here's the problem with that -- and you haven't
23 seen it --
24 DISCOVERY COMMISSIONER: It's not my problem, sir. It's what the Court has
25 already ruled.

1 MR. BOYLAN: No, no, no, no. Please let me explain. That's not what I meant.
2 For example, MTC has filed a motion for summary judgment saying the
3 opposite of what you just said, which means they're saying the only thing that matters is the
4 named Plaintiff, and the only thing that matters is the Defendant's interaction with the named
5 Plaintiff, and they have completely skirted your entire design where the only question in
6 Phase 1 and the only question for summary judgment was did Defendant operate as an
7 unlicensed claim collection business in the state. They have filed a motion which completely
8 circumvents your intent. I'm on board with your intent. I understand it completely.
9 They've also attacked other issues in their summary judgment motion such as
10 damages, and we haven't had any discovery regarding disgorgement damages. So I
11 understand your idea, but they're not adhering to it.
12 MR. CERAN: Well -- I'm sorry, I thought you were done.
13 MR. BOYLAN: And just if I could finish on the other things, this suggestion, which
14 I've never responded to -- it's been said two or three times -- that all we're trying to do is to
15 push discovery to make them settle, I think it's time I respond to that. Not only is it not
16 true -- and I'm not sure why Mr. Scarborough wants to go there because it was he who called
17 me months ago to talk about settlement, and I won't tell you what he proposed 'cause I think
18 it was improper, but I'm not going to go there. But our intent --
19 MR. SCARBOROUGH: How in the world am I supposed to respond to that?
20 DISCOVERY COMMISSIONER: You don't need to. It's okay. You don't need to.
21 MR. CERAN: And --
22 DISCOVERY COMMISSIONER: Wait.
23 MR. CERAN: -- Your Honor, this is --
24 DISCOVERY COMMISSIONER: Okay, listen. I'm going to take back the day. I
25 probably should have done it two hours ago, taking back the day. These are the deadlines I

1 am going to give you for today. I recognize that there may need to be some flexibility as
2 more Plaintiffs are identified, as they come in, as we decide whether or not -- or the Court
3 decides -- not my decision -- whether or not to keep with the phased discovery.
4 I will give you this option, and I will tentatively pencil you in for March 14th at
5 11:30. If you are available then, and you're all here for the hearings, you can come back and
6 see me.
7 Otherwise, today I would like Mr. Scarborough to please prepare my Report
8 and Recommendation. I am going to have my Marshal make you a copy of this because I
9 wrote the dates in on the original scheduling order.
10 MR. SCARBOROUGH: Terrific.
11 DISCOVERY COMMISSIONER: So that will help you in preparing your Report and
12 Recommendations.
13 I am not dealing with any additional substantive issues today. I understand the
14 concerns. I understand both -- all parties' positions. I recognize that we may have to modify
15 these deadlines, but I would like to have something for you to talk to the Judge about. Let
16 him know what I'm thinking. If you need to get that trial date moved, he might even move it
17 farther out just to be on the super-duper safe side, but you need to probably get that trial date
18 moved. That will be my recommendation, that the trial -- and I don't know if I wrote this
19 date down -- would be September 24th of 2018.
20 And then if you need to come back and see me on Wednesday, I will make
21 myself available at 11:30 and we'll go from there. But all I'm going to do today is give you
22 that scheduling order, that new scheduling order. That takes a little bit of pressure off. It
23 extends that initial Phase 1 close of discovery deadline so you can continue to do what you
24 need to do and not be in violation of the Court order.
25 MR. SCARBOROUGH: Thank you, Your Honor.

1 THE CLERK: It's a Tuesday.

2 DISCOVERY COMMISSIONER: It is a Tuesday, yes, it is, at 11:30.

3 MR. CERAN: Thank you. Thank you, Your Honor.

4 DISCOVERY COMMISSIONER: All right. Thank you all --

5 MR. BECKOM: Thank you.

6 DISCOVERY COMMISSIONER: -- very much.

7 I would like you to run the Report and Recommendation by everyone and to

8 approve as to form and content, and then you can maybe drop it off next week.

9 MR. SCARBOROUGH: We'll do it in the box on the way to the 9:00 hearing.

10 DISCOVERY COMMISSIONER: Perfect.

11 THE CLERK: Status check is April 7th at 11.

12 DISCOVERY COMMISSIONER: That's only for defense counsel. And if you'll

13 hold on a moment, my Marshal will --

14 MR. SCARBOROUGH: I'm not going anywhere --

15 DISCOVERY COMMISSIONER: -- provide you with --

16 MR. SCARBOROUGH: -- until --

17 DISCOVERY COMMISSIONER: -- a copy of it.

18 MR. SCARBOROUGH: -- I get that, Your Honor. Thanks so much.

19 DISCOVERY COMMISSIONER: Okay. You're very welcome.

20 MR. BECKOM: Thank you very much for your time this morning, Your Honor.

21 MR. BOYLAN: Thank you.

22 DISCOVERY COMMISSIONER: Thank you. Thank you all.

23 MR. SODERSTROM: Your Honor, if I may ask, Your Honor, on the March 14th at

24 11:30, is that on?

25 DISCOVERY COMMISSIONER: Yes, I'm leaving it on. I would just ask if

1 somebody could please, if you're not going to need to appear, just let us know.

2 MR. SCARBOROUGH: Of course.

3 DISCOVERY COMMISSIONER: Just send a representative to let us know.

4 Otherwise, I'll be happy to see you on that day.

5 MR. SCARBOROUGH: Thank you.

6 MR. CHRISTOPHER: Thank you.

7 MR. SODERSTROM: Thank you.

8 DISCOVERY COMMISSIONER: Okay. Very good. Thank you.

9 [Proceeding concluded at 11:37 a.m.]

10 * * *

11 ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-

12 video recording of this proceeding in the above-entitled case.

13

14 FRANCESCA HAAK

15 Court Recorder/Transcriber

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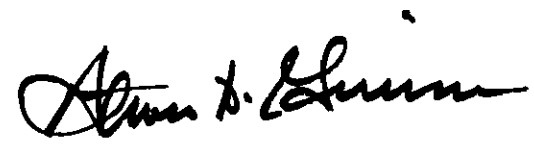

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DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a California resident; ANA MARTINEZ, a California resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident; RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident; JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada resident; DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident; JESSE HENNIGAN, a Nevada resident; KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident; SUSAN KALLEN, a Nevada resident; ROBERT MANDARICH, a Nevada resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a Nevada resident	CASE NO: A-11-649857-C Dept. 19 **PLAINTIFF' PRELIMINARY RESPONSE TO MTC FINANCIAL INC dba TRUSTEE CORPS' OBJECTIONS TO SANSOTA'S SEPARATE STATEMENT IN SUPPORT OF SANSOTA'S MOTION FOR PARTIAL SUMMARY JUDGMENT** **Date: March 14, 2017** **Time: 9:00 a.m.**

Plaintiffs,

v.

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

Defendants.

Plaintiffs respectfully submit the following preliminary response to the objections to Plaintiffs' Separate Statement in Support of Plaintiffs' Motion for Partial Summary Judgment submitted by Defendant MTC Financial Inc. dba Trustee Corps ("MTC").

I. MTC'S GENERAL OBJECTIONS ARE WITHOUT MERIT

A. MTC's Business Activities in the State of Nevada during the Relevant Period Determine the Adjudication of Plaintiffs' Motion

In support of their moving papers, Plaintiffs have offered powerful proof that MTC was required to be licensed as a collection agency by the FID pursuant to NRS 649.075, because of the nature and scope of MTC's business activities in Nevada during the relevant period. This evidence—including the incontrovertible evidence of MTC's collection activities with respect to Plaintiff Bijan Laghaei—is devastating to MTC's assertions that it did nothing more than required by statute as a foreclosure trustee.

In an attempt to avoid the liability demonstrated by Plaintiffs' proof, MTC

seeks to mislead the Court, both in its opposition papers and in its objections, by suggesting that only the Plaintiff Sansotas' individual claims are before the Court at this time, and therefore the Court should not consider evidence as to MTC's claim collection activities in Nevada with respect to other Nevada debtors in ruling on Plaintiffs' motion. As a preliminary matter, MTC is plainly trying to have it both ways here. While claiming on the one hand that Plaintiffs' motion is procedurally defective because the Second Amended Complaint has been superseded by the Third Amended Complaint, MTC on the other hand asserts that only the Plaintiff Sansotas are before the Court as named Plaintiffs with claims against MTC—even though the Third Amended Complaint added Plaintiff Laghaei as a named Plaintiff with claims against MTC!

MTC's objection on this point suffers from an even greater defect, however. Even assuming *arguendo* that only the Plaintiff Sansotas' individual claim[1] were before the Court at this time, it would not follow that evidence of MTC's collection activities related to other Nevada debtors—such as Plaintiff Laghaei—would be irrelevant to adjudication of Plaintiffs' motion. Under Nevada law, "relevant evidence" means any "evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more or less probable than it would be without the evidence." NRS 48.015. Evidence reflecting MTC's collection activities related to other Nevada debtors, including Plaintiff Laghaei, plainly meet this definition. After all, whether MTC was required to be licensed as a collection agency by the FID during the relevant period hinges on the full nature and scope of MTC's business activities in the State of Nevada during that time. In pertinent part, NRS 649 broadly defines "collection agency" as meaning "all persons engaging, directly or indirectly, and as a primary or a secondary object, business or pursuit, in the collection of or in soliciting or obtaining in any manner the payment of

[1] That is, Plaintiff Sansotas' First Cause of Action against MTC.

a claim owed or due or asserted to be owed or due to another." NRS 649.020(1) [emphasis added]. Thus, under the statutory definition, Plaintiffs seemingly must show that MTC did more than engage in one isolated instance of claim collection in order to demonstrate that MTC required a license because its claim collection activities were a primary or secondary object, business, or pursuit for it. (If MTC is suggesting that it would need to be licensed if it sought to collect on a claim from even one Nevada debtor, then Plaintiffs' evidence from Plaintiff Laghaei demonstrates that Plaintiffs' burden has been met.) Similarly, evidence that MTC was engaging in collection activities in Nevada with respect to other Nevada debtors plainly makes it more probable that MTC was engaging in collection activities with respect to the named Plaintiffs here.

Thus, Plaintiffs do not dispute that only relevant evidence is admissible pursuant to Nevada law. NRS 48.025. MTC's narrow and artificial interpretation of relevancy, however, is simply incorrect, and MTC's objection accordingly without merit.

Under these circumstances, the authorities cited by MTC regarding class certification are simply irrelevant here. As is clear from Plaintiffs' motion, Plaintiffs are not asking the Court to adjudicate the claims of the putative class as a whole, but to rule on Plaintiffs' first cause of action—as to liability—which necessarily entails the Court consider evidence relating to the nature and scope of MTC's business activities in the State of Nevada, including MTC's policies, procedures, and practices, with respect to the named Plaintiffs and other Nevada debtors who were subject to MTC's unlawful collection agency activities. Thus, to the extent that MTC objects to consideration of Plaintiffs' proof on the grounds that particular facts set forth in the Separate Statement are not relevant to the named Plaintiffs' claims against MTC, the objection is without merit.

B. MTC's Policies, Practices, and Procedures in the State of Nevada After the Relevant Period Also Determine the Adjudication of Plaintiffs'

Motion

MTC's general objection to the Court's consideration of evidence relating to MTC's policies, practices, and procedures after the relevant period is also without merit. First, Plaintiffs' proof—including evidence in the form of clear and binding admissions from MTC's own officers and employees—demonstrates that the nature and scope of MTC's business activities in the State of Nevada have remained materially unchanged since MTC began doing business in Nevada in 2000 and continuing through the relevant period to the present. (*E.g.*, SS#1, 4.) So, proof of their actions after necessarily proves their actions before. It was all the same. Thus, even assuming *arguendo* that particular policies, practices, and procedures were not formally adopted or articulated by MTC until after the relevant period, evidence reflecting such policies, practices, and procedures are still germane to MTC's policies, practices, and procedures in the State of Nevada during the relevant period (since, by MTC's own admission, MTC's policies, practices, and procedures have not been materially changed since the relevant period).

As to SS#26, for instance, MTC fails to demonstrate that the underlying policy, practice, or procedure was not in place prior to January 2016—including during the relevant period—even assuming *arguendo* that the particular articulation of the policy, practice, or procedure reflected in **Exhibit "I"** had not been adopted until January 2016. MTC's general objection is also without merit because MTC's policies, practices, and procedures after the relevant period are undoubtedly germane to MTC's policies, practices, and procedures during the relevant period (even setting aside MTC's admission that the policies, practices, and procedures have been effectively the same before, during, and after the relevant period). After all, that MTC had a particular policy in, for instance, January 2016, makes it more probable that MTC had the same or similar policy during the relevant period, rendering the purportedly later policy relevant here. *See* NRS 48.015.

C. MTC Fails to Show that Plaintiffs' Testimonial Evidence Is Without Foundation

MTC's general objection that some of the testimony offered by Plaintiffs' as proof is without foundation is also without merit. As a preliminary matter, MTC fails to offer any argument or explanation in support of its general objection that the testimony of Ms. Johnsen and Ms. Diaz is without foundation. The Court should disregard MTC's objection accordingly.

Even as to the testimony from Ms. Cole-Sherburn, MTC's general foundation objection is without merit. First, MTC's interpretation of the relevant period here as ending in March 2011 is too narrow, because artificially tied by MTC to the date of the foreclosure sale of the Plaintiff Sansotas' home. The relevant period in fact would include at a minimum the period from 2007 to April 2012 (when MTC ultimately received its collection agency license). The latter date is approximately a year after Ms. Cole-Sherburn began working at MTC in April 2011. MTC does not dispute these facts. Second, MTC fails to show that Ms. Cole-Sherburn lacks personal knowledge of particular facts simply because she was not employed by MTC during the entirety of the relevant period. Her testimony shows she learned about prior practices in the course of her work. The single case relied on by MTC does not assist it, because there the witness was deemed incompetent to testify regarding the interpretation of a letter received prior to the witness being employed by the company that sent the letter. *See Kern v. Levolor Lorentzen, Inc.* (9th Cir. 1990) 899 F.2d 772, 780-781. That is a far cry from Ms. Cole-Sherburn's purported lack of personal knowledge of MTC's policies, procedures, and practices for the State of Nevada during the relevant period—which policies, practices, and procedures have been materially unchanged since the pertinent period—even though Ms. Cole-Sherburn is the Senior Vice-President in charge of MTC's operations, including in Nevada!

DATED: March 10, 2017

Respectfully Submitted,

LAW OFFICE OF NICHOLAS A. BOYLAN, APC

By: /s/Nicholas A. Boylan
NICHOLAS A. BOYLAN, ESQ.
Attorney for Plaintiffs

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 March 10, 2017, I served a true and correct copy of the foregoing:

- **PLAINTIFF' PRELIMINARY RESPONSE TO MTC FINANCIAL INC dba TRUSTEE CORPS' OBJECTIONS TO SANSOTA'S SEPARATE STATEMENT IN SUPPORT OF SANSOTA'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

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

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

JEFFREY BENKO, et al.,	CASE NO. A-11-649857-C
Plaintiffs,	DEPT. NO. XIX
vs.	**TRANSCRIPT OF PROCEEDINGS**
QUALITY LOAN SERVICE CORPORATION, et al.,	
Defendants.	

BEFORE THE HONORABLE WILLIAM D. KEPHART, DISTRICT COURT JUDGE

MOTIONS HEARING

TUESDAY, MARCH 14, 2017

APPEARANCES:

FOR THE PLAINTIFFS: NICHOLAS A. BOYLAN, ESQ.
SHAWN CHRISTOPHER, ESQ.

FOR THE DEFENDANTS: GREGORY L. WILDE, ESQ.
KATHRYN E. BROWN, ESQ.
KATIE M. WEBER, ESQ.
LAWRENCE SCARBOROUGH, ESQ.
THOMAS N. BECKOM, ESQ.
ALLAN CERAN, ESQ., *Pro Hac Vice*
JERETT YAN, ESQ. *Via Court Call*

COURT RECORDER:
CHRISTINE ERICKSON
District Court

TRANSCRIPTION BY:
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Englewood, CO 80110
(303) 798-0890

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LAS VEGAS, NEVADA, TUESDAY, MARCH 14, 2017, 9:09 A.M.

THE COURT: -- Service Corporation in A-649857.

(Off-record colloquy Court/Court Recorder)

THE COURT: All right. We need everybody to put their name on the record so -- who they're dealing with, from the plaintiffs, first.

MR. BOYLAN: Good morning, Your Honor. Thank you. Nicholas Boylan and Shawn Christopher.

THE COURT: Okay. And from the defendants?

MR. SCARBOROUGH: Good morning, Your Honor. Larry Scarborough, Katie Brown, and Katie Webber for CRC, one of the defendants in the case.

MR. CERAN: Good morning, Your Honor. Allan Ceran for the defendant, MTC Financial, Inc. doing business as Trustee Corp.

THE COURT: Ceran?

MR. CERAN: Yes, Your Honor.

THE COURT: Okay.

MR. BECKOM: Thomas Beckom on behalf of Quality Loan Service Corporation.

THE COURT: Okay. And we have someone on the --

THE CLERK: Who's on the phone?

THE COURT: -- phone as well?

MR. SCARBOROUGH: Your Honor, I believe that --

MR. YAN: Good morning, Your Honor. Jerett Yan for

defendant, MTC Financial.

THE COURT: Darren -- Darren, say your name again?

MR. YAN: Jerett, J-e-r-e-t-t, the last name is Yan.

THE COURT: Okay. Good morning, sir.

All right. Okay. Here -- I went back through everything. My Clerk and I have been going over this for quite some time. I wanted to make sure I understood kind of what was going on before. And I believe I do have a good handle on what Judge -- Judge Scann was dealing with.

The problem is, is there was no order signed from her February 2016 hearing. And I had an opportunity to review the -- the motions again. I went back and I read Judge Williams's decision with respect to his reading of 107, and how 649 plays into that.

And by doing that, I -- my belief is that Judge Scann somewhat was of the same understanding of what -- how 107 and 649 are working together under these circumstances.

In looking at the actual hearing that was argued in the hearing, Judge Scann's responses, is that I believe that her ruling purports to allow the plaintiffs to conduct additional discovery to determine what and if they could find any evidence -- I think it was more like a fishing kind of an expedition on your behalf -- to support a claim of fraud beyond what is protected by 107.

I -- under these circumstances, it's my opinion here

that the defendants are in a position that -- that even though the argument is is that they -- that you're saying that they needed to get licensed and all that, I believe that there's -- there's certain protections under the Deed of Trust and the trustees are protected and can do certain things under 107, that you may be believing is a -- is some type of fraudulent act, because they weren't licensed.

But I don't believe that there's a requirement for them to be licensed to do some of what they're -- what was claiming.

However, so it's clear to the Discovery Commissioner, I think -- I think Commissioner Bulla came and kind of ran with this, not really knowing, because of what -- what they need -- what she needed to so. And, I mean, I'm not trying to cast any dispersions on her or what was happening here, but it really wasn't clear.

And it sounds to me that both parties kind of played a -- played into that, meaning, well, we don't have an order with this, we're not really clear what we have to do, so we -- we have unfettered discovery. No, you have to follow certain discovery -- and we're not going to give you certain things.

So, I want to right now I want to make it clear from this point on is that there isn't a finding -- there isn't a finding that there's any class yet.

What plaintiffs can do -- and I don't know if -- I

mean, your response may be that this is what we've been doing, but I'm giving you the opportunity to look and see if there's anything that you're claim, and through your allegations, that you believe that defendants are doing, and you can find through discovery, that's outside a protection as a trustee under 107.

And what I mean, if you -- is reading the opinion that -- well, the decision that Judge Williams had issued with respect to how 107 is -- and I use the words loosely, "protections", because they're basically what -- and if there's anything that they are allowed to do under the Deed of Trust.

And so contacting individuals, soliciting monies to pay -- pay for the -- the costs associated with the Deed of Trust, even foreclosures are within the realm of what the Deed of Trust would allow them to do.

And so I don't believe that if that's the actions that they're doing solely, is actionable under the fraudulent acts of failure to be licensed and doing what you're claiming is debt collection. Because if the term is synonymous with each other, applying what they believe they have the right to do under the Deed of Trust as trustees, as collecting what's owed to them, and what you believe to be a debt collection, then you have to show me how it's outside of 107, and then protected -- I mean, with 649.

And I -- understanding that she had dismissed the one count involving the elder abuse, you have the two count -- the two fraud counts there. They need -- you need to show me. And I think that's what she's giving you the opportunity to look for. And, I mean, am I on the same page here guys, I mean?

MR. SCARBOROUGH: A couple -- a couple -- a couple of comments --

THE COURT: Okay.

MR. SCARBOROUGH: -- if I can, Your Honor.

MR. BOYLAN: I'd like to address it first, Your Honor, if I may --

THE COURT: Okay. That's fine.

MR. BOYLAN: -- as the plaintiff. I appreciate it.

THE COURT: Um-hum.

MR. BOYLAN: We have spent considerable time studying --

THE COURT: I know.

MR. BOYLAN: -- 649 and 107. We have dissected it greatly. We've looked at the legislative history of each. We've laid it out in our papers. 649.020 is the key statute that defines what a -- a claim collection agent is in Nevada. It's very broad and it includes pursuing payment of an obligation, directly or indirectly.

Let me say that again; directly or indirectly --

THE COURT: Right. I just looked at it. I read it the other day.

MR. BOYLAN: -- and by any means, whether it's primary or secondary objective. And a claim is defined under the statute as money or money equivalent.

Now, money equivalent is not horses and pigs.

THE COURT: What's that?

MR. BOYLAN: Money equivalent is included within the statute --

THE COURT: Um-hum.

MR. BOYLAN: -- for a claim collection. So that's security.

THE COURT: Yeah, but the way you read that, and the broad sense of that -- and I agree, it's a broad -- it's broadly written -- is that under all circumstances of somebody collecting or attempting to recover monies owed to them would be considered a debt collector under those terms.

MR. BOYLAN: Well, yes, but --

THE COURT: But when you limit that and you contractually agree to place you into certain -- we're just using different terms here.

MR. BOYLAN: Well, but look at Subsection (2). Right under that, this legislature spelled out who will be excepted from the rule. And foreclosure trustees are not listed. It's banks and attorneys.

I mean, the funny thing about this case, with all this complexity, of all this -- and all this paper is, all you've got to do is read the statutes. It's really pretty plain. There's no cross-reference there to NRS 107. There's no exception that says, if you happen to -- if someone sends you a Deed of Trust you can do anything you want.

You can collect money, you can knock on their door, you can evict them, you can take their property. You can do anything you want as long as someone sends you a Deed of Trust. The statute doesn't say that.

THE COURT: Yeah, but as long as you're acting under the confines of the Deed of Trust as a trustee --

MR. BOYLAN: Can you practice law without --

THE COURT: But what -- what you're saying though --

MR. BOYLAN: -- a law license, can you -- can you do things that --

THE COURT: No, but there's actual protections, so to speak, under the statute here under 107. And so because -- the reason I say that is because if it's something -- because it limits it to a trustee. And so if -- do you not believe that --

MR. BOYLAN: There's nothing in 107 --

THE COURT: -- you know, be an absurd -- what's that?

MR. BOYLAN: There's nothing in 107 that says if

you're doing foreclosures you do not have to get your collection agency license.

THE COURT: But there's nothing --

MR. BOYLAN: Why wouldn't --

THE COURT: -- in 107 that says that you have to. You're reading in --

MR. BOYLAN: That's in 649.

THE COURT: You're -- I know, that's what you're saying. But what you're doing is --

MR. BOYLAN: So --

THE COURT: -- that you're taking it out of the fact that you're a trustee. So in every situation where an individual has -- becomes a trustee, you're claiming, in every situation in the State of Nevada you have to have a license as a collection agency --

MR. BOYLAN: We -- we have --

THE COURT: -- to exercise your rights under a -- as a trustee holding a Deed of Trust. So even private individuals that have it themself, a private -- so I become a trustee. They make me a trustee, even though I'm not -- I am not a bank, I'm not a non-profit corporation or whatever, but I'm a trustee for a Deed of Trust that happens with my family --

MR. BOYLAN: Right.

THE COURT: -- I have to go get a license if I want

to try to --

MR. BOYLAN: No.

THE COURT: -- collect money from --

MR. BOYLAN: No, that's not what --

THE COURT: -- an individual that owes money on that.

MR. BOYLAN: Absolutely not. That's not what 649 says. Because that's not your business. It has to be your business. These people, collectively, these defendants collected about $400 million in fees and costs. This is their business. They collected on thousands and thousands of Nevada homeowners.

THE COURT: Um-hum.

MR. BOYLAN: This is their business, tens of millions of dollars churning annually. It's not you doing something for a family member.

THE COURT: Okay. So in all candor to you --

MR. BOYLAN: Yes.

THE COURT: -- then your position is, is that you do not accept Judge Williams's position on this?

MR. BOYLAN: Well, we said it was wrong from the beginning. We've argued that in every court. I think Judge Scann expressly said she wasn't bound by it and she didn't follow it.

THE COURT: No, she's not. You're not.

MR. BOYLAN: And I --

THE COURT: You're not. You're not.

MR. BOYLAN: -- can tell you --

THE COURT: It's not binding. But --

MR. BOYLAN: In --

THE COURT: -- when we try to keep some kind of consistency amongst the Court, that's why we use those. We look at them. And --

MR. BOYLAN: Well, I understand. But if you -- we've dissected that in our papers.

THE COURT: Okay.

MR. BOYLAN: And it's wrong on its face. I mean, for example, NRS 80 --

THE COURT: Okay.

MR. BOYLAN: -- it relies upon NRS 80.015. It didn't even look at subsection (4)(b) which says you can't even use that statute in this case, and you can't use it as a defense to a deceptive trade practice. It's right in the statute.

All we have to do in this case is read the statutes. Why that's not in the Judge Williams Order, I can't explain it. I know he didn't sign it. It was signed --

THE COURT: Yeah. But I don't know. I believe I read English, and I read these, and it's not as clear as you seem to make it. That's what I'm having trouble with.

1 Because it's not as clear --
2 MR. BOYLAN: Well --
3 THE COURT: -- and I would agree that 649 is
4 extremely broad, and you're reading it that way. And your
5 broad reading of it is that you're encompassing, even a
6 trustee.
7 MR. BOYLAN: Well, trustees can do a lot of
8 different things. And we have two positions in this case, so
9 let me answer your original question a moment ago.
10 We said from the beginning, it's our position,
11 consistent with the decisions of about 45 appellate judges, 45
12 appellate judges under a less broad statute, the FDCPA --
13 THE COURT: Um-hum.
14 MR. BOYLAN: -- there's about 45 appellate judges in
15 the United States, and there's a whole host of other state
16 judge which we've cited that have said that, yes, if you're
17 processing a foreclosure for a bank, if you're acting on
18 behalf of a bank to process a foreclosure, that is a form of
19 collection that requires a license, even if all you're doing
20 is the Notice of Default and the Notice of Sale and conducting
21 the sale. If that's all you do, it is collection. That is
22 our first position in this case.
23 Our second position, which is the one that Judge
24 Scann seemed more amenable to, and I think the Court is
25 suggesting that as well. The second position is, consistent

with -- there's -- there's only two judges, appellate judges that have gone this way, in a split decision that may be soon subject to en banc review.

There's only two judges in the country that said, no, that's not always. But if you do anything else, if you do anything else then, yes, you can be a debt collector.

THE COURT: Um-hum.

MR. BOYLAN: So even the Ho (phonetic) decision doesn't disagree with our second position.

Now, what have we alleged and now proven? Proven. It's -- we've got the evidence already.

THE COURT: What?

MR. BOYLAN: Is there a lot more? Yes, and we want to get it all. We have proven that they had entire departments calling homeowners regarding the debt. They had entire departments collecting money on the defaulted debt in order to reinstate or pay off the loan.

They had entire departments doing other collection methodologies alternative to foreclosure such as taking a Deed in Lieu without a foreclosure proceedings. That's in --

THE COURT: Is it -- would not all of what you've just explained though, something that a trustee, a holder in this -- under these circumstances could do under this Deed -- or these Deeds of Trust?

MR. BOYLAN: No, absolutely not. Absolutely not. A

Deed of Trust can't authorize you to violate Nevada law.

THE COURT: Where are they violating Nevada law there? That's what I need to know. That's what I'm saying.

MR. BOYLAN: Well, 649 says they have to have a license to --

THE COURT: Okay. That --

MR. BOYLAN: -- collect money.

THE COURT: Okay. Okay. I understand your argument. I understand your argument there. But if I don't accept that, then at least for purposes of this there's no violation.

MR. BOYLAN: Right.

THE COURT: But if I accept that there would be --

MR. BOYLAN: Well --

THE COURT: But -- so stay away from that for a minute, okay?

MR. BOYLAN: Well, but they're collecting money, right, millions --

THE COURT: No. Okay.

MR. BOYLAN: -- of dollars.

THE COURT: Okay. But that's what I --

MR. BOYLAN: So why are we --

THE COURT: -- what I --

MR. BOYLAN: So under your view of it, why -- why is there any question about the validity of this claim? They're

admitting that they're collecting millions of dollars from Nevada.

THE COURT: Okay. Okay.

MR. BOYLAN: So what -- so does that -- does the Court believe that's protected under 107?

THE COURT: Well, what you're saying then, then the banking practices that we've had since, I guess, the inception of these statutes when -- in lieu of -- in the operation of the use of a Deed of Trust, would be anytime the bank, acting as a trustee, would be in violation of Nevada law if they're from someplace other than the State of Nevada.

MR. BOYLAN: No. No. Read the statute. The banks are exempted.

THE COURT: Okay.

MR. BOYLAN: It's only if you're a collection agency, meaning, you're doing this --

THE COURT: Or --

MR. BOYLAN: -- as a business for other --

THE COURT: -- a trustee.

MR. BOYLAN: -- people.

THE COURT: If you're a trustee.

MR. BOYLAN: If you were --

THE COURT: Okay?

MR. BOYLAN: -- a trustee and you have entire departments collecting money, you have to get your license

from the FID, come under the supervision of the FID. You have to be tested, you have to collect -- you have to have a collection agency manager who's passed the test administered by the FID. You have to have -- all of your individual offices have to be registered with the FID. You have to post a bond, because these people are collecting money and putting it into accounts.

THE COURT: Um-hum.

MR. BOYLAN: They can steal that money. You have to post a bond so that the consumers and the clients are protected. If you're collecting millions of dollars, if you're a foreign entity coming into this state collecting millions of dollars, you have to come under the jurisdiction of the FID.

And anybody in the world that can send you a thousand Deeds of Trust a day and it does not authorize you to collect money in this State without coming under the jurisdiction of -- and supervision of the FID.

Now, I'll be --

THE COURT: Okay. How would it apply --

MR. BOYLAN: -- candid with the Court --

THE COURT: How would it apply, since you -- since you're saying, read the statute --

MR. BOYLAN: Yes.

THE COURT: -- read the statute; under 649.022(a),

when they talk about individuals regularly employed on a regular wage of salary in the capacity of credit men. When we're talking about a Deed of Trust, you know, and they're taking -- they're taking -- they're becoming trustees under that, and if they're the ones that actually were granting that.

Or another similar capacity upon a staff of employees, like you're saying, or any person not engaged in the business of a collection. You keep saying they're a collection agency. And that's where --

MR. BOYLAN: Well, did you look at the contracts? We submitted examples of the contracts.

THE COURT: Okay.

MR. BOYLAN: They make contracts with these banks to collect money.

THE COURT: Um-hum.

MR. BOYLAN: It's all spelled out. We've gone through the contracts.

THE COURT: Okay.

MR. BOYLAN: This is not a situation where J.C. Penney, for example, for its credit card, J.C. Penney has a staff of its own employees that are its credit men and they work on trying to collect J.C. Penney debts on J.C. Penney credit cards.

THE COURT: Um-hum.

MR. BOYLAN: That's what you just referred to --

THE COURT: I got you.

MR. BOYLAN: -- in (a). That's not what we're talking about. We're talking about separate businesses, in this case, foreign entities --

THE COURT: But I use -- what I keep going back to, you know that the credit agency or the lending institution does not have to hold the Deed of Trust, does not have to be the trustee. You know that. And so --

MR. BOYLAN: Nor do they have to have the trustee collect the money. The trustee doesn't have to collect --

THE COURT: But --

MR. BOYLAN: -- money.

THE COURT: But I'm --

MR. BOYLAN: Why do they build that into their business model?

THE COURT: But --

MR. BOYLAN: Where in 107 -- just show me where in 107 it says that the trustee is required or even permitted to collect money. Just -- I can't find it.

THE COURT: But doesn't the trustee have the right to act on the contractual agreement that they had --

MR. BOYLAN: To conduct the sale.

THE COURT: -- and part of that would be to enforce the sale, enforce them to pay, otherwise take it to sale?

Would there --

MR. BOYLAN: They can --

THE COURT: -- not be?

MR. BOYLAN: They can conduct a sale.

THE COURT: Isn't one of the avenues of conducting a sale the first thing that you do, contact the individuals and say, hey, we're going to take this to sale unless you pay off what is owed. And your argument being, that's a collection. And so I'm -- what I'm saying is, is that not part or the prerogative of the trustee?

MR. BOYLAN: According to --

THE COURT: Is it not though?

MR. BOYLAN: It's not if you're asking for payment and you're actually collecting the money as an agent. Let me give an example in Ho. You seem to be -- you know, there's 45 judges going one way, there's two judges going the other way, and you seem to --

THE COURT: What 45 judges?

MR. BOYLAN: Well --

THE COURT: Forty-five judges in this jurisdiction?

MR. BOYLAN: No, in the -- in the country.

THE COURT: Okay.

MR. BOYLAN: We cited all the cases. Have you read Blazer (phonetic), have you read Reese (phonetic), have you read Wilson (phonetic)? They really explain it better than I

can, Your Honor. They really --

THE COURT: Yeah. But --

MR. BOYLAN: -- explain it much better than I do. And they answer all your questions, frankly, much better than I do. These are not new questions, they're debated in all these appellate opinions.

But let me -- let me suggest this. We gave you a mountain of paper. I don't think it's possible, frankly, particularly given the timing, for you to read all those cases. I think you should -- if you're thinking this way, I would ask --

THE COURT: Well, what I'm at -- where I'm at, because I believe my -- I think -- I'm pretty sure I'm on board with what Judge Scann was, is that -- is that it appears that what you're doing in your discovery is beyond what Judge Scann was saying initially.

Her position was, hey, find stuff that you can outside of 107. I believe that's what's happened. If you can find something that shows that they were committing fraud other than -- I mean, in some way, I think you're narrowing it and you're stuck in this world that, no, we disagree with Judge Kephart, we disagree with the way that -- and we know that they're violating this even though they're a trustee.

I think what Judge Scann was saying is look beyond that. If you can find something beyond that, and she gave you

that room to do it, then --

MR. BOYLAN: Well, unfortunately, we in practice from our perspective we haven't gotten that room. We've had to file 16 Motions to Compel because they won't give us the information that allows us to do that.

THE COURT: I know, well --

MR. BOYLAN: Sixteen Motions to Compel in a year. So, we haven't gotten any room. They won't give us the -- for example, collecting money.

THE COURT: Um-hum.

MR. BOYLAN: I think -- I'm not sure if you believe that collecting money, you need to have a license. And --

THE COURT: Okay.

MR. BOYLAN: But we've asked, for example --

THE COURT: Well, I --

MR. BOYLAN: -- and we've been told we can't have that information.

THE COURT: Okay.

MR. BOYLAN: We can't -- we can't find out exactly how much they collected from Nevadans. So --

THE COURT: Okay.

MR. BOYLAN: -- I don't think we've been given that room at all. I -- I just -- now, but here's -- here's my --

THE COURT: I know. But that's the -- if you're framing in that regards, I can understand their objection to

that, is if you're saying, collecting money, then you bring it right back into like a collection agency.

I think the question would -- I'm not going to get into that. I mean, that -- because that's the fight here, is that --

MR. BOYLAN: Well --

THE COURT: -- they're of the opinion -- and when I say "they" I mean the defense -- they're of the opinion that, hey, we're not a collection agency, we're acting as a trustee. We're protected, so to speak, under 107 if we act within the guidelines of the Deeds of Trust.

And so I would expect that your request would be, okay, we need a copy of the Deed of Trust, and then you purview those to see what was going on, and then you have to ask questions of what was collected beyond what was allowed here.

And the reason I say that is because there was some question that Judge Scann had with regards to any fees that are associated with the collection other than just what was owed on the -- on the --

MR. BOYLAN: Well, yeah, but that --

THE COURT: -- deeds.

MR. BOYLAN: -- I don't think that answers anything. Yes, their fees, their fees are added --

THE COURT: Um-hum.

MR. BOYLAN: -- to the obligation. And they put that in a chart. We've submitted some of those documents and plenty of testimony. Their fees are added to it. But according to the Court's view, of course, they're the trustee. They're -- the Deed of Trust says that their fees are going to be added to it. So, I'm not sure of the distinction there.

THE COURT: Okay.

MR. BOYLAN: I think, candidly, Your Honor, I am not going to convince you today. It's just not going to happen.

THE COURT: I know.

MR. BOYLAN: The only way you're going to get convinced is to --

THE COURT: Well, no, no, I --

MR. BOYLAN: -- is to read all those cases.

THE COURT: Okay.

MR. BOYLAN: And I would -- and here's my suggestion; there's -- there's 20 hours of reading there and that's a huge burden. And if you read those cases --

THE COURT: That's fine. We've been --

MR. BOYLAN: If -- if you read those cases, and your views are unchanged --

THE COURT: Um-hum.

MR. BOYLAN: -- then it sounds to me like you want to follow --

THE COURT: Well, I --

MR. BOYLAN: -- you want to follow --
THE COURT: Well --
MR. BOYLAN: -- Judge Williams.
THE COURT: I'll tell you what I'll do.
MR. BOYLAN: And we're on our way to the Supreme Court. And I respect that.
THE COURT: Okay.
MR. BOYLAN: We can disagree and still --
THE COURT: Can --
MR. BOYLAN: -- be friends.
THE COURT: Oh --
MR. BOYLAN: But I'm not -- I don't want to spend another three years --
THE COURT: I know.
MR. BOYLAN: -- and then you're going to grant summary judgment because --
THE COURT: No, I -- I know.
MR. BOYLAN: -- you thought Williams's order --
THE COURT: That's what I'm trying to right now --
MR. BOYLAN: -- was right in the first place.
THE COURT: Let's get through this then now, okay? That's why I'm trying to narrow this down myself to see what has been the problem here.
So let me ask you this though; I'm going to ask you to do this to assist me. Narrow it down as to what you

1 believe are the most compelling case. I know usually you do
2 that. Please don't -- I'm not trying to -- I mean, come on, I
3 read these things. I get 50 cases, you know, the string cite,
4 the whole bit.
5 But narrow it down to ones you think are the most
6 compelling and I'm going to allow you to give me as part of an
7 argument on that with respect to the way you interpret the
8 case as it applies to Nevada statute 107, even 649. All
9 right?
10 I know that you've done that somewhat, but it seems
11 in some of your arguments they're just conclusionary
12 (phonetic) statements. I want to know specifically how you
13 believe the strongest cases that you have, specifically apply,
14 or have -- lend credence to an interpretation that you're
15 presenting as to our interpretation of 107, and 649.
16 Is that --
17 MR. BOYLAN: Makes sense.
18 THE COURT: Okay.
19 MR. BOYLAN: I'll be happy to do it.
20 THE COURT: Okay.
21 MR. BOYLAN: Understanding that the Nevada statute
22 is different and more broad.
23 THE COURT: I know, that's -- you're --
24 MR. BOYLAN: But it's more broad than the --
25 THE COURT: -- don't -- if you want to make my point

right now, that's what you're doing. But I'm saying, please do that and explain it to me, because -- because, quite frankly, I agree that you've probably done a lot more research on this, getting prepared for this case, and I appreciate that, than I have.

And I'm candidly saying that, because I've been reading through this trying to get my hands around what has happened. Because when I first jumped on and started looking at this, I was in that cloud about class. And I was wondering what was going on because it seemed to me that the class was out in front of everything -- I mean, behind everything before -- before we --

MR. BOYLAN: Exactly.

THE COURT: Okay.

MR. BOYLAN: It's what we put in our papers that this case has been upside down and backwards from the beginning.

THE COURT: And that's kind of how I feel.

MR. BOYLAN: We should have focused on class certification.

THE COURT: And I want to get it -- and so I -- I have to be -- I'm trying to be as candid as I can with you, is that it's an area that, quite frankly, you're teaching me here and I'm relying on you, both sides here. But the side are so opposite. And so I'm, my God, am I not reading this right?

So I went back, like you suggest, read the statute, because I can always refer back and say, okay, this is how I'm reading it. And unfortunately, right now, the way I'm reading it is not in favor --

MR. BOYLAN: Well --

THE COURT: -- of your argument.

MR. BOYLAN: Well, then, but if you are --

THE COURT: And so --

MR. BOYLAN: -- if after reading these cases and going through this exercise, if your mindset is --

THE COURT: Um-hum.

MR. BOYLAN: -- that Judge Williams is right and that under 107, if you have a Deed of Trust -- and I don't want to exaggerate too much -- but if you have a Deed of Trust you can essentially do anything. If it's that --

THE COURT: Well, it's not that because --

MR. BOYLAN: But what can do --

THE COURT: -- you --

MR. BOYLAN: -- what can they not do --

THE COURT: Well, you're limited --

MR. BOYLAN: -- that would make them --

THE COURT: -- you're limited by the --

MR. BOYLAN: What can they --

THE COURT: -- contractual obligations in the Deed itself.

MR. BOYLAN: What can they not do without having to get a collection agency license from the FID. If they had -- what can they not do? I respectfully --

THE COURT: Well, I don't think that --

MR. BOYLAN: -- it seems that the Court --

THE COURT: -- they can -- I don't think that they --

MR. BOYLAN: -- believes they can do anything.

THE COURT: -- can foreclosure on the person's vehicle. I don't think that they could take the person's house -- I mean, take the person's clothing. I don't think that they can arrest the individuals. I mean, you're asking me just to give you a idea of what they can't do.

But when it comes to the house itself they can say, hey, you know, you owe me $100,000 on this. How are you going to pay it? Are you going to pay it? If you're not going to pay it I'm going to come get it.

MR. BOYLAN: All right. What about --

THE COURT: You know?

MR. BOYLAN: -- so, okay, I -- if that's the Court's view then we're --

THE COURT: I'm not -- I'm just --

MR. BOYLAN: -- well but doorknocker.

THE COURT: Okay.

MR. BOYLAN: Can they go knock on the door and say,

hey, money, money. Knock on the door and say, money. Can they do that without a collection agency license?

THE COURT: If --

MR. BOYLAN: I think the answer is obviously no. Can they call the person --

THE COURT: Well, that's the position --

MR. BOYLAN: -- four or five times?

THE COURT: -- you're taking. And I'm here -- I'm here, I'm the trustee in this, on behalf of the trustee I'm here. You owe $100,000. Are you going to be able to pay this, you know? And so I --

MR. BOYLAN: All right. Again, if the Court -- if that's the Court's conclusion --

THE COURT: Um-hum. Well, I don't know yet.

MR. BOYLAN: -- then -- then we lose.

THE COURT: That's where I'm at.

MR. BOYLAN: Then we -- if -- we lose. And we have to go to the --

THE COURT: Right.

MR. BOYLAN: -- Supreme Court. It's just --

THE COURT: Right.

MR. BOYLAN: -- no choice.

THE COURT: Well, but I'm willing to -- I'm giving you -- if you want to --

MR. BOYLAN: No, I don't want to. I --

THE COURT: -- I'm trying --

MR. BOYLAN: -- we've got six years into this.

THE COURT: -- to get you -- I'm trying to get you -- I'm giving you the opportunity to convince me --

MR. BOYLAN: I'm going to do it.

THE COURT: -- and that's what we're here for.

MR. BOYLAN: I'm going to do exactly what you say. But --

THE COURT: Okay.

MR. BOYLAN: -- I can't do it if you don't read the cases. And I'm not criticizing you.

THE COURT: No, I will.

MR. BOYLAN: I'm not criticizing you. The stack of paper is four feet tall.

THE COURT: Okay. Well, that's what I'm saying, break it down. Give me your most important cases that you believe are most essential, that they're on par with your argument.

MR. BOYLAN: Yes, sir.

THE COURT: And say, here, Judge, this is why you're wrong. I'm not beyond that. I'm not so proud that I can't be persuaded. I'm just saying I'm not persuaded completely by either side. That's why I was going to say, if you want to do further discovery on this, looking for things outside of that, let's do that. But I'm -- right now you've got my attention.

They don't like it, because I'm going to give you some more time to convince me and tell me, Judge, this is where you're wrong.

MR. BOYLAN: Sure. I appreciate it very much. And I respect your approach.

THE COURT: Okay. I mean, I will tell you -- well, I can't -- I'm leaning that way because of the way I'm reading this. But you know, and don't get frustrated, because you've put a ton of work in this and I come in -- and that's why I'm taking this so serious, because I came in late, and I want to make sure that I'm not missing something.

And, quite frankly, I'm pulling my hair out because I'm thinking I'm missing something, you know? And I can't get into Judge Scann's head. You know, bless her soul, that she was dealing with this, and I feel so bad that she's gone, I do. It has nothing to do with your case.

But, you know, I had a lot of respect for her, and I still do. And so that's why I want to make sure before I kind of trample on her decisions or something, I want to make sure that I understand it completely.

MR. BOYLAN: Well, I do think she was right and Judge Williams was wrong. So if you're going to choose, I think you choose her.

THE COURT: Yeah, but see the way I'm reviewing her decision is I don't necessarily think that she was contrary to

what Judge Williams had decided. That's where -- not saying maybe I -- that's -- maybe I'm missing this, is that that's why I believe she limited what she was -- the position that she took with her -- that wasn't ever drafted in an order.

But my reviewing of that was that it is right exactly what I was saying is that find something outside of that. She doesn't use those words, 107 or 649, she's not putting -- but she's saying that -- I actually believe she also made kind of some dicta in her statement that she wasn't really convinced that -- by your case.

So, and I don't know if that meant, as a class or under the two fraud counts that she left. See what I mean? I don't -- that's -- it was -- because she's not as clear as maybe I'd like to it have been.

But so, with that being said, if I give you two weeks do you think you can get that all together that you want to give me the --

MR. BOYLAN: Absolutely.

THE COURT: -- the best? And then I'll put it back on a week after that. I know you all have been here, and I'll tell you, I don't really need to hear anything from the defense unless you want to make a record or something.

MR. SCARBOROUGH: Oh, I do not, quote, "want to make a record", close quote. Your Honor is on to something very important. I'm just trying to figure out, because this feels

like summary judgment sort of what you're asking for if Mr. Boylan gets two weeks. And I only want to do it in a way that's going to assist the Court, believe me.

What would we then respond to it and come back and argue --

THE COURT: No, I --

MR. SCARBOROUGH: -- because we could try to distill it --

THE COURT: Okay. I got you.

MR. SCARBOROUGH: Yeah.

THE COURT: Well, I think a lot of it's already been done in the moving papers. It's just -- and you've addressed those. And I'll go back through and look at your --

MR. SCARBOROUGH: Just -- can I say one comment? So from --

THE COURT: Okay.

MR. SCARBOROUGH: -- our perspective -- this is CRC.

THE COURT: Okay.

MR. SCARBOROUGH: And I know you've got an MTC motion that's either on or not on, depending upon how Your Honor views all this.

But from the CRC perspective, we were doing exactly what you just said, which is, Judge Scann clearly said she didn't want this going up to the Supreme Court on a Motion to Dismiss. She wanted to give them the opportunity, I won't

phrase it any differently than you phrased it. I agree, those weren't her words. But you're exactly right, that's what we've been doing.

So we were going to get to the end of that and we were going to do some summary judgment. We're holding our summary judgment motion to get through the phase one of discovery which --

THE COURT: Um-hum.

MR. SCARBOROUGH: -- the Discovery Commissioner now says is going to be closing in June. I'm not anxious to do the additional discovery and spend all the money. I'll be happy to bring these legal issues forward. But the one thing that we are going to say in addition that is right to the heart of what Your Honor said, is how do 107 and the Deceptive Trade Practices Act and how --

THE COURT: Um-hum.

MR. SCARBOROUGH: -- do they relate? And in 15 seconds or less, if you're a trustee to a three-party contract, as we all know, very different from a debt collector who's acting on behalf of the entity to whom or to which the debt is owed, totally different relationships.

If you're aggrieved by something a non-judicial foreclosure trustee does, you come here to one of these courtrooms in this courthouse. If you're aggrieved in a debt collector capacity the first thing you do is go to the FID

which has all the regulatory pieces that Mr. Boylan laid out for you. The legislature prescribed that.

THE COURT: Um-hum.

MR. SCARBOROUGH: And the courts don't have the ability or shouldn't have the ability to decide anything other than the fact that there is a line between the two, you're exactly right. And I would like to bring forward the law on that argument that supports the notion that if one is within the ambit of 107, this debt collector statute cannot, as a matter of law, apply.

So if Mr. Boylan gets two weeks, I don't want to flood the court with more paper, I know there's a lot of paper. I think even though we have more defendants than there are plaintiff -- the plaintiffs, we -- most of the paper comes from that side, but that's a different issue.

THE COURT: Well --

MR. SCARBOROUGH: I just want to do something which makes sense for the Court. But if we're going to argue this in some way and end up with some ruling --

THE COURT: Um-hum.

MR. SCARBOROUGH: -- we would like a chance --

THE COURT: Okay.

MR. SCARBOROUGH: -- to respond and then all come back here and argue. And we want to do whatever the Court would find of assistance to it.

THE COURT: All right. I think you've -- you understand my area where I'm at. What I want from the plaintiff is -- I'll allow you in any regard that you would like to brief that issue that was just addressed by opposing counsel. But the main thing is I want you to give me your most controlling cases that you -- it may be all of them, I don't know, but and a short brief of how those apply here.

And you heard opposing counsel's position as to if you're in 107, if you're not, it's a debt collection. If you're collecting, there's a different agency -- a different avenue that you need to pursue; address that.

Provide defense counsel a copy of what you're submitting to me.

MR. BOYLAN: Yes, Your Honor.

THE COURT: I'll allow you to address what they've submitted to me, and address the further argument that you just pointed out, because they're going to point that -- address that; okay?

So do you want more than two weeks? Do you think you need more than two weeks?

MR. BOYLAN: No, I don't think so, Your Honor.

THE COURT: Okay. Two weeks. And then I'll give you a week after that to respond.

MR. SCARBOROUGH: That's fine.

THE COURT: And then a week after that we'll set it

down for hearing here; okay? Or do you want two, Dave?

(Court/Law Clerk confer)

THE COURT: He's looking to see because we've got some pretty big cases coming at us.

MR. BOYLAN: And my understanding Your Honor --

THE COURT: Hang on.

(Court/Law Clerk confer)

THE COURT: Can you do it on the -- you can't?

MR. SCARBOROUGH: The 27th, I cannot.

THE COURT: Okay.

MR. SCARBOROUGH: I'm already -- I'm already booked.

THE COURT: How about the following (inaudible)?

MR. SCARBOROUGH: Can we slide it to the next week? I understand the Court's --

THE COURT: How about May 4th?

MR. BOYLAN: I can, Your Honor.

MR. SCARBOROUGH: May 4th works.

THE COURT: Everyone okay on that?

MR. SCARBOROUGH: Just let me check, Your Honor.

(Defense counsel confer)

MR. SCARBOROUGH: That's fine with us, Your Honor.

THE COURT: May 4th. Put it on for May 4th.

LAW CLERK: At 9:00?

THE COURT: 9:00 o'clock, yeah.

(Court/Law Clerk confer)

THE COURT: Since we're doing that, then I'd like you to provide plaintiffs a copy of what you're submitting to the Court --

MR. SCARBOROUGH: Sure.

THE COURT: -- and so they can readdress if they want some type of reply. I know it's not -- it's not like formal briefing here but I -- it's just something -- I'm pretty confident I have a good understanding of the facts with this. I just -- I just want to make sure that I'm, as a matter of law, I'm following it correctly.

MR. BOYLAN: Understood.

THE COURT: Okay?

MR. BOYLAN: And we have submitted, again, the paper volume is crazy, but we have submitted a lot of evidence to show these things that we believe --

THE COURT: Are outside of that?

MR. BOYLAN: -- are outside. They're -- we've got tons of depo testimony --

THE COURT: Okay.

MR. BOYLAN: -- documents, you know, including their admission that we are --

THE COURT: Well, see that --

MR. BOYLAN: -- a debt collector.

THE COURT: That --

MR. BOYLAN: You know, they say they're a debt

collector.

THE COURT: Okay. Well, see that -- that's a different -- that's -- in my opinion, if I'm reading 107 the way that you don't want me to, then that's a different issue. If you find that that falls outside of that and it's fraudulent, then that's your cause of action, you see what I mean?

MR. BOYLAN: Well, it's not fraudulent like common law fraud.

THE COURT: Okay.

MR. BOYLAN: It's just not.

THE COURT: All right.

MR. BOYLAN: And that -- that's a -- there's a big difference here.

THE COURT: Um-hum.

MR. BOYLAN: This is a consumer protection statute. Historically --

THE COURT: Yeah.

MR. BOYLAN: -- collection agencies have been viewed as unscrupulous and I'm not saying these defendants are.

THE COURT: Um-hum.

MR. BOYLAN: What I'm saying is every -- virtually every state and the federal government regulates collection agencies.

THE COURT: Okay.

MR. BOYLAN: They do it for a reason, Judge.
THE COURT: All right.
MR. BOYLAN: And so --
THE COURT: No, no, I agree. I agree. But you know, now that -- just as a caveat, because of what's happening in Nevada with all of this real estate issues, that's -- you know, I want to kind of look at this a little closer and --
MR. BOYLAN: Understood.
THE COURT: -- who knows, maybe I'm the milestone. Who knows, you know? So let's see.
MR. SCARBOROUGH: Your Honor, for -- for just a little clarity or -- so that would make Mr. Boylan's submission due on March 28th, ours due on April 4th, and his Reply that you just authorized, April 11th. And then we all look at those documents and come in and argue on May 4th?
THE COURT: Yeah. Okay?
MR. SCARBOROUGH: Terrific.
THE COURT: Is that fair?
MR. BOYLAN: Sounds very fair, Your Honor.
THE COURT: Okay. I know he wants to --
MR. CERAN: Just for clarification, Your Honor, I represent Trustee Corp. --
THE COURT: Uh-huh.
MR. CERAN: -- and we have the counter motion to

their summary -- partial summary judgment motion. I just want to inquire as to what the status in the Court's mind is now of their motion and cross motion. Should we just go with the flow and see what happens with the briefing and then the Court maybe would reset it?

THE COURT: Well, I'm not going to tell you how to defend your case --

MR. CERAN: No.

THE COURT: -- or act on your case but right now I need to clarify that issue.

MR. CERAN: Right.

THE COURT: I would venture to say that if, in fact, it is in the manner in which you wish it to be then you're going to be covered and your counter motion, you know, is probably going to be granted. But I'm not saying that.

MR. CERAN: Right. I understand.

THE COURT: Don't get -- I'm just saying that. So I think you've briefed it completely and --

MR. CERAN: Yes.

THE COURT: -- so now --

MR. CERAN: I --

THE COURT: -- it's just I want to make sure --

MR. CERAN: I understand.

THE COURT: I mean, and I welcome anything else that you want to add. And so --

MR. CERAN: I just really wanted to be able to know what to tell my client about where we were so I didn't get it wrong. And that's fine, Your Honor. We'll just step back and when we all get together again later in May --

THE COURT: Um-hum.

MR. CERAN: -- the Court can perhaps clarify further or what happens will be clarification.

THE COURT: And you bring the donuts. You bring -- no, I'm just -- I'm just trying to keep it -- I think you guys are working real well together, so.

MR. BOYLAN: Do you want us, Your Honor, to give you courtesy copies of all the cases?

THE COURT: Yes.

MR. BOYLAN: Okay. Thank you. We'll do it.

THE COURT: Okay. All right.

MR. BOYLAN: Thank you, Your Honor.

MR. CERAN: Thank you, Your Honor.

MR. SCARBOROUGH: Thank you, Your Honor.

THE COURT: Here's something else before you all leave is that on here we have the Motion to Clarify and entry of Order re 2016 Hearing on Defendants' Joint -- I'm struggling with that because there was never an order signed. And so --

MR. BOYLAN: Here's what I think, if I may.

MR. SCARBOROUGH: No, no, that's just -- we moved on

the heels of Judge Scann's -- I agree, there's not an order. We moved for this phasing.

THE COURT: Um-hum.

MR. SCARBOROUGH: Judge Bulla granted that motion. That's why --

MR. BOYLAN: Over our objection, yes.

MR. SCARBOROUGH: -- that's why we have phasing, over plaintiff's objection.

THE COURT: Okay.

MR. SCARBOROUGH: He's trying to undo that. What I heard Your Honor just say is we're going to do what we've just all agreed over the next two months.

THE COURT: Um-hum.

MR. SCARBOROUGH: But from my perspective we're happy to continue with phase one discovery or --

THE COURT: Well --

MR. SCARBOROUGH: -- not. It's -- it's up -- or we can just stop.

THE COURT: Here's the problem with that is -- and I'll tell you, I've been -- I've been in contact with Commissioner Bulla because of what's happened and she's needing some guidance, too, because it was unclear.

I think at this point in time, I'm going to stop it until I -- we get a better clarification here. Unless there's -- is there something right now that --

MR. SCARBOROUGH: Just stopping discovery?

THE COURT: Yes. Is there something right now --

MR. SCARBOROUGH: Sounds good to us.

THE COURT: -- like do you have depositions planned and already that are in the works that are scheduled for?

MR. BOYLAN: We do, Your Honor, but I'll tell you, I think if there's a probability and it sounds at least like for the moment there is a probability that you are going to effectively grant their 12(b) motion which is -- because we've asked you to consider that, you could disagree with Judge Scann and just grant their 12(b) motion which sounds like is what you're considering.

THE COURT: Okay.

MR. BOYLAN: If that's probable, then I don't think it makes sense for us to spend all this time continuing discovery --

THE COURT: I agree. Okay. All right.

MR. BOYLAN: -- frankly. I hate to say it, but that's just the reality.

THE COURT: Okay. I appreciate that. So at this point in time, let's go ahead and suspend that discovery at this point, okay? But I'm still uncomfortable with the fact that there's no actual order by Judge Scann.

MR. BOYLAN: Well --

THE COURT: I'm so uncomfortable with that. That's

a -- I don't know how you --

MR. BOYLAN: We both submitted orders, which you have. Both sides submitted an order.

THE COURT: No, I --

MR. BOYLAN: You don't have them?

THE COURT: No.

MR. SCARBOROUGH: Well, in fact, it --

MR. BOYLAN: We submitted them as exhibits to our motion.

LAW CLERK: No, they need to submit them so you can sign (inaudible).

THE COURT: Yeah.

MR. SCARBOROUGH: I wasn't at the last Status Check. I apologize. I wasn't able to be here. The transcript reflects Your Honor asking for what we had submitted to Judge Scann. We brought it with us if that would be helpful to --

THE COURT: Do you --

MR. SCARBOROUGH: -- hand it up. He's, of course, Mr. Boylan, of course, has seen it. This is what we submitted.

THE COURT: Is that a joint submission?

MR. SCARBOROUGH: No, it's not. We had had --

MR. BOYLAN: We had competing order.

MR. SCARBOROUGH: -- we had competing -- competing orders.

THE COURT: Okay. Yeah.
MR. BOYLAN: Well, I think --
MR. SCARBOROUGH: Do you want -- do you want it or?
THE COURT: Give me a copy of your order on your paper that you provide me in two weeks.
MR. BOYLAN: Yes.
THE COURT: Give me a copy of that on the top.
MR. BOYLAN: When we --
THE COURT: Right. That's how I want it, Dave. That way we can look at them.
THE CLERK: (Inaudible)?
THE COURT: Well, he's going to grab one right now from you that -- okay.
MR. BECKOM: Your Honor, just to be clear, so discovery is stayed right now?
THE COURT: Um-hum.
MR. BECKOM: And the only reason I'm asking is because we actually had a deposition set this afternoon at 3:00 which we --

THE COURT: No, I'm --
MR. BECKOM: -- don't need to move forward on --
THE COURT: No.
MR. BECKOM: -- if everything's stayed?
THE COURT: I don't think that's prudent until we

1 know exactly -- it's --
2 MR. BOYLAN: So, I think -- I know we're not there
3 yet. But try to get some clarity for everybody and the Court.
4 I think that as part of our motion for clarification and for
5 entry of a written order --
6 THE COURT: Um-hum.
7 MR. BOYLAN: -- you are potentially simply going to
8 grant those 12(b) motions. If I can't convince you, if these
9 cases don't convince you, then you're going to grant that
10 motion. If so, then that's going to effectively end the case
11 all these --
12 THE COURT: Well --
13 MR. BOYLAN: -- all these other summary judgment
14 motions.
15 THE COURT: -- are you submitting then that there's
16 nothing else -- I mean, there's nothing you believe that you
17 could find outside of 107 that would be --
18 MR. BOYLAN: No. I think we have already -- that's
19 why I'm happy --
20 THE COURT: Okay.
21 MR. BOYLAN: -- with the record frankly.
22 THE COURT: Okay.
23 MR. BOYLAN: I mean, candidly, if we go to the
24 Supreme Court we've got so much evidence of what they did --
25 THE COURT: Yeah, beyond what you --

MR. BOYLAN: -- that it's stunning.
THE COURT: -- believe would be a protection --
MR. BOYLAN: It's frankly stunning.
THE COURT: -- under 107, right?
MR. BOYLAN: It's stunning what they --
THE COURT: Well, that's what --
MR. BOYLAN: And it's in our --
THE COURT: That's where I'm at.
MR. BOYLAN: -- separate statement. Their own -- their own witnesses admit it. We've got the documents where they're asking for money.
THE COURT: Okay.
MR. BOYLAN: I mean, frankly, to me it's stunning. And but if the Court's view is that as long as they have a Deed of Trust in their file they can do anything other than, you know, pull the person out of the house physically assault them, then we lose this case.
THE COURT: Well, let me look at this first; okay? All right?
MR. BOYLAN: Okay.
THE COURT: Okay. Anything else? I'm going to suspend the discovery at this point.
MR. WILDE: Your Honor, Greg Wilde on behalf of NDSC, and I apologize for arriving late. But we had a small matter on. It was our Motion for Reconsideration. We just

didn't want to turn over our banking information in phase one of discovery.

THE COURT: Um-hum.

MR. WILDE: That's the only issue. If the Court is suspending discovery, you know, this is a matter that we could address later depending on how the Court rules in May.

MR. BOYLAN: We would agree to defer that, Your Honor. It's -- may not be needed to be reached. Otherwise, I'm happy to argue it if the Court would like to hear it now.

THE COURT: Well, I don't think we need to. I think it's kind of putting the cart before the horse in some regards. And that's where I'm at in this whole case. That's what's got me -- and I don't mean to be coming back -- going backwards on it, and I appreciate your terms of being flip flopping. I'm trying to get a better handle on that. But --

MR. WILDE: Your Honor, I don't mind --

THE COURT: But I'll tell you this though --

MR. WILDE: -- if it's without prejudice. We can raise it later if necessary.

THE COURT: Well, my position was is that my inclination was to deny it because I believe that the information is relevant to some degree. But I don't know if it's necessary at this point in time because we're kind of stalled. And so -- but you'll -- do you kind of understand what I'm saying?

But I haven't even given you an opportunity to argue. But on the moving papers that would be the position that I'd have.

MR. WILDE: Okay.

THE COURT: So at this point, though, I'm not going to require that you reveal it because we're stalled.

MR. WILDE: All right.

THE COURT: If it -- for lack of legal terms, we're stalled. Okay? Okay.

MR. WILDE: Thank you.

THE COURT: All right?

MR. BOYLAN: Thank you very much, Your Honor, for your time on this.

THE COURT: All right. Does everyone have the dates?

MR. BOYLAN: Yes, Your Honor.

ALL ATTORNEYS: Yes, Your Honor.

THE COURT: Okay. All right.

UNIDENTIFIED SPEAKER: Thank you, Judge.

THE COURT: All right. Okay.

(Proceeding concluded at 9:58 a.m.)

* * * * *

ATTEST: I hereby certify that I have truly and correctly transcribed the audio/visual proceedings in the above-entitled case to the best of my ability.

JULIE LORD, INDEPENDENT TRANSCRIBER

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a California resident; ANA MARTINEZ, a California resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident; RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident; JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada resident; DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident; JESSE HENNIGAN, a Nevada resident; KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident; SUSAN KALLEN, a Nevada resident; ROBERT MANDARICH, a Nevada resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a	CASE NO: A-11-649857-C Dept. 19 **ORDER RE PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT** **Hearing: February 7, 2017** **Time: 9:30 a.m.**

Nevada resident

Plaintiffs,

v.

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

Defendants.

Plaintiffs' Motion for Leave to File Third Amended Complaint came on for hearing before the Honorable William Kephart. After reviewing the pleadings, the Court grants Plaintiffs' Motion for Leave to File Third Amended Complaint. Plaintiffs shall proceed to file the Third Amended Complaint with the clerk of the court.

Dated: 3-9-12

DISTRICT COURT JUDGE

APPROVED AS TO FORM AND CONTENT

LAW OFFICE OF NICHOLAS A. BOYLAN, APC

By: _____ [illegible] for

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