1 BY MR. BOYLAN: 13:22:56
2 Q What is Exhibit 9? 13:22:58
3 A I'm not sure. 13:22:59
4 Q Do you recognize any of its pages? Can you 13:23:01
5 identify any of its content? 13:23:15
6 A I recognize some of the names, but I really 13:23:19
7 don't know what it is that I'm looking at, no. 13:23:22
8 Q Do you know what system generated this document 13:23:25
9 or any part of it? 13:23:27
10 MR. WEISS: Objection; lacks foundation, asked and 13:23:29
11 answered. 13:23:30
12 MS. BROWN: Join. 13:23:31
13 THE WITNESS: I don't know. 13:23:35
14 BY MR. BOYLAN: 13:23:35
15 Q Is there any part of the document that's 13:23:40
16 familiar to you other than the names? 13:23:43
17 MR. WEISS: Objection; asked and answered. 13:23:46
18 MS. BROWN: Join. 13:23:47
19 THE WITNESS: No, I don't recognize any of it. 13:23:50
20 (Whereupon, Plaintiffs' Exhibit 10 was marked 13:23:50
21 for identification.) 13:23:50
22 BY MR. BOYLAN: 13:23:50
23 Q Take a look, please, at what's been marked 13:23:56
24 Exhibit 10. Do you recognize any portion of Exhibit 10? 13:25:30
25 A No, I don't recognize any of it. 13:25:32

1 Q Any idea what system generated the content? 13:25:36
2 A No. 13:25:39
3 Q Were you employed by CRC at the time that any of 13:25:55
4 its files were transferred to National Default Servicing 13:26:01
5 Corporation? 13:26:04
6 MS. BROWN: Objection -- 13:26:04
7 COURT REPORTER: National -- 13:26:04
8 MS. BROWN: -- assumes facts not in evidence. 13:26:05
9 MR. BOYLAN: National Default Servicing Corporation. 13:26:05
10 MR. WEISS: Objection; lacks foundation. 13:26:06
11 THE WITNESS: I don't know what National Default 13:26:08
12 Servicing Corporation is. 13:26:10
13 BY MR. BOYLAN: 13:26:10
14 Q Another foreclosure trustee performing work in 13:26:14
15 Nevada. 13:26:15
16 A I don't remember sending anything to them, no. 13:26:18
17 Q Were you at CRC when it divested itself of its 13:26:22
18 Nevada files? 13:26:23
19 A I was. 13:26:24
20 Q What responsibility did you have in that regard? 13:26:25
21 A We stopped receiving the foreclosures, and we 13:26:27
22 sent our open foreclosure files to an attorney firm. 13:26:31
23 Q What was the name of that firm? 13:26:32
24 A I believe it was Tiffany & Bosco. 13:26:35
25 Q And do you know what foreclosure firm Tiffany & 13:26:40

1 Bosco was utilizing or associated with in Nevada? 13:26:44
2 A No. 13:26:48
3 Q What documents, if any, have you reviewed in 13:27:10
4 preparation for your deposition today? 13:27:17
5 A None. 13:27:21
6 Q Did you do anything to prepare for your 13:27:24
7 deposition today other than speak with Mr. Weiss? 13:27:27
8 A Just spoke to Mr. Weiss. 13:27:35
9 Q Who is Oscar Lineres? 13:27:37
10 A I don't know. 13:27:41
11 (Whereupon, Plaintiffs' Exhibit 11 was marked 13:27:41
12 for identification.) 13:27:41
13 BY MR. BOYLAN: 13:28:21
14 Q Take a look, please, at what's been marked 13:28:25
15 Exhibit 11. This variety of collected documents begins 13:28:39
16 with Bates No. 571 and goes to about 662, and those are 13:28:50
17 the numbers in the lower right -- excuse me -- the lower 13:28:53
18 right-hand corner. 13:28:57
19 I first want to direct your attention to Bates 13:29:08
20 Number Page 622. It's a notice of default and election 13:29:20
21 to sell for a particular Nevada file and loan number 13:29:25
22 reflected there -- 13:29:29
23 MR. WEISS: Is there a question, Counsel? 13:29:30
24 BY MR. BOYLAN: 13:29:30
25 Q -- from California Reconveyance Company. Do you 13:29:33

1 MR. WEISS: Ten minutes? 13:45:58
2 MR. BOYLAN: Yes. 13:45:58
3 VIDEOGRAPHER: This marks the end of DVD 1 of the 13:46:02
4 video deposition, and we're off the record at 1:46 p.m. 13:46:08
5 (Recess.) 13:54:49
6 VIDEOGRAPHER: This begins DVD Number 2 in the video 13:55:05
7 deposition of Colleen Irby, and we're on record. The 13:55:09
8 time is 1:55 p.m. 13:55:13
9 BY MR. BOYLAN: 13:55:13
10 Q You ready to proceed, ma'am? 13:55:15
11 A Yes. 13:55:15
12 Q Good. Do you need to modify or correct or make 13:55:19
13 any adjustments to any of the answers you've given so far 13:55:24
14 here today? 13:55:25
15 A No. 13:55:26
16 Q Based on your 33 years in the industry, what's 13:55:28
17 your understanding of what the lender does, if anything, 13:55:33
18 with respect to the fees and costs which are charged by 13:55:38
19 the foreclosure trustee for its work, such as CRC, for 13:55:44
20 example? 13:55:44
21 MR. WEISS: Object to the form of the question; vague 13:55:46
22 and ambiguous. 13:55:50
23 THE WITNESS: Let me see if I understand your 13:55:52
24 question. You're asking me what the lender does when 13:55:57
25 they receive the trustee's fees and costs? 13:55:59

1 BY MR. BOYLAN: 13:55:59
2 Q Let me try to make it more specific for you. 13:56:03
3 You're very familiar with the contents of deeds of trust 13:56:06
4 generally -- right? -- after your 33 years. 13:56:09
5 A Yes. 13:56:09
6 Q Is it your understanding that most of those 13:56:11
7 deeds of trust provide that the fees and costs associated 13:56:14
8 with foreclosure can be added to the obligations of the 13:56:18
9 borrower in default, correct? 13:56:20
10 A Correct. 13:56:21
11 Q Is it your understanding that that is, in fact, 13:56:23
12 the way it is typically done in the industry, correct? 13:56:26
13 A Yes. 13:56:27
14 Q And as far as you know, that's the way it was 13:56:29
15 done with respect to CRC's clients with respect to the 13:56:33
16 fees and costs charged to its clients, such as Chase, for 13:56:36
17 example, for the processing of foreclosure files, 13:56:40
18 correct? 13:56:41
19 MR. WEISS: Object to the form of the question. 13:56:43
20 MS. BROWN: Objection; lacks foundation. 13:56:43
21 THE WITNESS: That is my understanding, yes. 13:56:46
22 BY MR. BOYLAN: 13:56:46
23 Q And that was true through all your years at CRC 13:56:50
24 until you departed in about 2011, correct? 13:56:53
25 MR. WEISS: Object to the form. 13:56:54

REPORTER'S CERTIFICATION

I, Carolyn A. Rosenberg, Certified Shorthand Reporter, do hereby certify that the foregoing proceedings were taken before me at the time and place therein set forth, at which time the witness was put under oath by me; that the testimony of said witness was stenographically taken by myself and reduced to writing under my direction and control; that the foregoing is a true and correct transcription of the testimony; that I am not related to or employed by any of the parties or their attorney or agents, or interested directly or indirectly in the matter in controversy either as counsel, attorney, agent or otherwise.

Dated: March 6, 2017

Carolyn A. Rosenberg, CSR No. 13738

EXHIBIT "N"

ELECTRONICALLY SERVED
09/26/2016 09:52:08 AM

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. 29 **PLAINTIFF SUSAN KALLEN'S RESPONSES TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S FIRST SET OF INTERROGATORIES**

Plaintiffs,

v.

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

Defendants.

PROPOUNDING PARTY: DEFENDANT CALIFORNIA RECONVEYANCE COMPANY

RESPONDING PARTY: PLAINTIFF SUSAN KALLEN

SET NUMBER: ONE

GENERAL OBJECTIONS

Plaintiff Susan Kallen ("Responding Party") objects on the following grounds to the Definitions and Instructions set forth in Defendant California Reconveyance Company ("CRC")'s First Set of Interrogatories. Each and every interrogatory is generally objected to by Responding Party for the reasons set forth herein. Unless otherwise noted, these general objections form a part of the response, as though fully set forth therein, to each and every interrogatory and are set forth herein to avoid duplication and repetition by restating them in the response to each interrogatory. Failure to incorporate any of these general objections specifically should not be

construed as a waiver of the objection and is not a waiver of any objection. Responding Party incorporates the following General Objections into the responses to each and every interrogatory:

1. Attorney/Client Privilege: To the extent that the requesting party interprets any of the interrogatories to call for information protected by the attorney/client privilege, Responding Party objects on that ground. No such information, if any, will be provided.
2. Attorney Work Product Protection: To the extent that the requesting party interprets any of the interrogatories to call for information protected as attorney work product, Responding Party objects on that ground. No such information, if any, will be provided.
3. Responding Party objects to the Definitions and Instructions (and the interrogatories following them) to the extent that they are inconsistent with Nevada law, including the Nevada Rules of Civil Procedure ("NRCP"), and seek to impose obligations on her beyond those imposed by Nevada law. Responding Party will comply with Nevada law.
4. Responding Party objects to the definition of the term "you" as overly broad as the term is used by CRC in its interrogatories because they call for information regarding Responding Party's agents, investigators, attorneys, or representatives. Interrogatory Number 3, for instance, would require Responding Party to describe any and all communications between her attorneys and CRC, including with its counsel as part of this litigation, from October 12, 2007, to the present. Responding Party's responses herein relate solely to Responding Party herself.
5. Responding Party objects to requesting party's refusal to give a reasonable extension of time for Responding Party to respond to these interrogatories, especially in light of the generous extensions of time previously given to

requesting party for it to respond to discovery propounded by Responding Party. Responding Party's counsel timely and repeatedly asked requesting party's counsel for a reasonable extension of time, and informed requesting party's counsel of the reasons the extension was needed (including difficulties counsel had with reaching Responding Party), yet requesting party refused to give the requested extension.

Subject to these foregoing objections, Responding Party responds to all these interrogatories as follows:

INTERROGATORY NO. 1:

Describe in detail the manner in which CRC allegedly violated any Nevada statutory requirements from October 12, 2007 to the present, including identification of the precise conduct or omission that violated each statutory requirement and when such conduct or omission occurred.

RESPONSE TO INTERROGATORY NO. 1:

Responding Party specifically objects to this interrogatory to the extent that requesting party interprets it as calling for information protected by the attorney/client privilege, or as attorney work product.

Discovery has just begun and is continuing. At a minimum, CRC violated the requirement, imposed by Nevada law through NRS 649.075, NRS 41.600, NRS 598.0923(1) and other Nevada statutes and common law, that CRC obtain a proper collection agency license or certificate as a foreign collection agency from the Nevada Financial Institutions Division ("FID") before engaging in collection agency activities in the State of Nevada. Discovery and Responding Party's investigation and analysis of the true nature and scope of CRC's various business activities in Nevada during the relevant period, including CRC's practices, policies, and procedures, have

just begun and are continuing. Responding Party is thus unable at this time to identify each of CRC's precise conduct or omission that violated each requirement imposed by Nevada law, and when such conduct or omission occurred.

Based on discovery obtained so far and Responding Party's current investigation and analysis, CRC's unlawful conduct included CRC soliciting and/or demanding, in writing (including e-mails) and by phone, payments on behalf of lenders from Nevada debtors on debts to those lenders; accepting payments from borrowers and forwarding them to the lenders hiring CRC; communicating with debtors by telephone regarding payment of their debts (i.e., mortgage loans in default); sending written payoff statements and reinstatement letters, along with specific payment instructions, to debtors; involvement in loan mediations on the defaulted loans; requesting Nevada debtors contact CRC, including by phone or mail, regarding their debts and payment of same; soliciting and contracting with Chase and other lenders to pursue its collection business on defaulted loans in Nevada; obtaining in any manner or form payments on debts owed to Chase and/or other lenders, including by carrying out non-judicial foreclosure sales, obtaining proceeds from such sales, and forwarding those proceeds to Chase and/or other lenders; and other misconduct not yet identified but to be uncovered in discovery. CRC solicited and contracted from lenders and with lenders, specifically to include Chase, to perform collection agency services and activities in the State of Nevada. With respect to the defaulted debts in Nevada, CRC solicited and/or communicated with Nevada debtors for collection purposes with respect to reinstatement of the debt and obtaining pay-off of the debt. At all times, CRC utilized over 100 employees to conduct these collection activities and had a minimum of 4 dedicated employees working to collect on the defaulted debts through reinstatement and/or pay-off. With respect to homes that were sold, CRC collected the sales proceeds for purposes of application to the defaulted debt and collected the money on behalf of the lender.

CRC would then transfer the money collected on the defaulted loans to the lender, and CRC maintained Trust Accounts for these purposes. With respect to the defaulted Nevada loans, CRC engaged in various telephonic communications with Nevada debtors to pursue the collection. The lender, Chase, directly and/or indirectly paid the phone bills for the collection agent's, i.e., CRC, telephonic communications with debtors regarding the defaulted loans in Nevada. CRC received and/or collected checks for money applicable to the defaulted loans in connection with reinstatement and/or pay-off. If the checks were made payable to the lender, CRC would forward the collected funds to the lender. If the checks were made payable by the borrower to CRC, CRC would deposit the funds into its own Trust Account, after endorsing the check, and forward the payment to the lender. CRC employees would respond to e-mails from debtors, with respect to the defaulted loan, and CRC employees were required to respond to the borrowers regarding the debt in that way. CRC provided borrowers with specific payment instructions, and detailed payment information, for purposes of collecting on the defaulted Nevada loans. CRC was paid by the lender to provide this variety of collection services. For all of its unlicensed and therefore illegal collection agency services in Nevada, CRC collected and was paid various fees and costs by the lender. CRC would solicit debtors to contact CRC to discuss information related to the debt collection, including reinstatement amounts and pay-off requirements. For purposes of debt collection, CRC would respond to borrower inquiries regarding debt validation, on behalf of the lender. Through its own counsel, and as its representatives, CRC would participate in mediations regarding the defaulted loan with Nevada debtors.

INTERROGATORY NO. 2:

Describe in detail any injury or damages you incurred from October 12, 2007 to the present caused by CRC not having a collection agency license or certificate of

a foreign collection agency pursuant to NRS 649.075.

RESPONSE TO INTERROGATORY NO. 2:

Responding Party specifically objects to this interrogatory to the extent that requesting party interprets it as calling for information protected by the attorney/client privilege, or as attorney work product.

At a minimum, Responding Party's injuries and damages include all fees and costs that requesting party charged and/or received for illicit collection agency services in Nevada without the required license; any and all non-economic damages suffered by Responding Party, including emotional distress, as a result of requesting party's unlicensed collection agency activities in Nevada; attorney's fees and costs incurred by Responding Party; and any other form of unjust enrichment or benefit received by MTC as a result of its unlicensed debt collection activities. Discovery and Responding Party's investigation and analysis of injuries and damages suffered are continuing.

INTERROGATORY NO. 3:

Describe in detail all communications between you and CRC from October 12, 2007 to the present.

RESPONSE TO INTERROGATORY NO. 3:

Discovery and Responding Party's investigation and analysis of all communications between her and CRC during the relevant period are continuing. At a minimum, these communications included CRC's mailing and posting of a notice of default and election to sell under deed of trust in approximately January 2011; a notice, date presently unknown, from CRC asking Responding Party to contact CRC by phone to discuss the amount necessary to reinstate or pay off her loan; at least one mailing (from Responding Party to CRC and the lender (Chase) for Responding Party's mortgage loan) regarding payment by Responding Party of $200.00 fee for

participation in foreclosure mediation program in approximately February 2011; and communications with CRC's representative at the loan mediation on Responding Party's defaulted loan on or about July 25, 2011. These communications are reflected at least in part among documents previously produced by Responding Party with Bates numbers 571 through 662. Additionally, based on discovery obtained so far, Responding Party's present recollection, and her current investigation and analysis, CRC may have communicated or attempted to communicate with Responding Party by telephone on dates and times presently unknown to Responding Party but under investigation.

INTERROGATORY NO. 4:

Describe in detail all collection agency activities as alleged in Paragraph 12, 34 and 42 of the Complaint that you contend CRC engaged in from October 12, 2007 to the present.

RESPONSE TO INTERROGATORY NO. 4:

Discovery and Responding Party's investigation and analysis of the true nature and scope of CRC's various business activities in Nevada during the relevant period, including CRC's practices, policies, and procedures, are continuing. Responding Party is thus unable at this time to identify and describe in detail all of CRC's relevant collection agency activities in the State of Nevada.

Based on discovery obtained so far and Responding Party's current investigation and analysis, CRC's unlawful conduct included CRC soliciting and/or demanding, in writing (including e-mails) and by phone, payments on behalf of lenders from Nevada debtors on debts to those lenders; accepting payments from borrowers and forwarding them to the lenders hiring CRC; communicating with debtors by telephone regarding payment of their debts (i.e., mortgage loans in default); sending written payoff statements and reinstatement letters, along with

specific payment instructions, to debtors; involvement in loan mediations on the defaulted loans; requesting Nevada debtors contact CRC, including by phone or mail, regarding their debts and payment of same; soliciting and contracting with Chase and other lenders to pursue its collection business on defaulted loans in Nevada; obtaining in any manner or form payments on debts owed to Chase and/or other lenders, including by carrying out non-judicial foreclosure sales, obtaining proceeds from such sales, and forwarding those proceeds to Chase and/or other lenders; and other misconduct not yet identified but to be uncovered in discovery.

CRC solicited and contracted from lenders and with lenders, specifically to include Chase, to perform collection agency services and activities in the State of Nevada. With respect to the defaulted debts in Nevada, CRC solicited and/or communicated with Nevada debtors for collection purposes with respect to reinstatement of the debt and obtaining pay-off of the debt. At all times, CRC utilized over 100 employees to conduct these collection activities and had a minimum of 4 dedicated employees working to collect on the defaulted debts through reinstatement and/or pay-off. With respect to homes that were sold, CRC collected the sales proceeds for purposes of application to the defaulted debt and collected the money on behalf of the lender. CRC would then transfer the money collected on the defaulted loans to the lender, and CRC maintained Trust Accounts for these purposes. With respect to the defaulted Nevada loans, CRC engaged in various telephonic communications with Nevada debtors to pursue the collection. The lender, Chase, directly and/or indirectly paid the phone bills for the collection agent's, i.e., CRC, telephonic communications with debtors regarding the defaulted loans in Nevada. CRC received and/or collected checks for money applicable to the defaulted loans in connection with reinstatement and/or pay-off. If the checks were made payable to the lender, CRC would forward the collected funds to the lender. If the checks were made payable by the borrower to CRC, CRC would deposit the funds into its own

Trust Account, after endorsing the check, and forward the payment to the lender. CRC employees would respond to e-mails from debtors, with respect to the defaulted loan, and CRC employees were required to respond to the borrowers regarding the debt in that way. CRC provided borrowers with specific payment instructions, and detailed payment information, for purposes of collecting on the defaulted Nevada loans. CRC was paid by the lender to provide this variety of collection services. For all of its unlicensed and therefore illegal collection agency services in Nevada, CRC collected and was paid various fees and costs by the lender. CRC would solicit debtors to contact CRC to discuss information related to the debt collection, including reinstatement amounts and pay-off requirements. For purposes of debt collection, CRC would respond to borrower inquiries regarding debt validation, on behalf of the lender. Through its own counsel, and as its representatives, CRC would participate in mediations regarding the defaulted loan with Nevada debtors.

INTERROGATORY NO. 5:

Describe in detail all alleged collection agency activities and communications to which you were subjected by CRC as alleged in Paragraph 12 of the Complaint.

RESPONSE TO INTERROGATORY NO. 5:

Discovery and Responding Party's investigation and analysis of the true nature and scope of CRC's various business activities in Nevada during the relevant period, including CRC's practices, policies, and procedures, and the illegal activities by CRC that Responding Party was subjected to are continuing. Responding Party is thus unable at this time to identify and describe in detail all of CRC's relevant collection agency activities to which she was subjected. Based on discovery obtained so far and Responding Party's current investigation and analysis, CRC's unlawful conduct as to her included CRC soliciting and/or demanding, in writing, on behalf of the lender for her mortgage debt payments to that lender for her debt; requesting Responding Party

contact CRC, including by phone or mail, regarding her debt and payment of same; and other misconduct not yet identified but to be uncovered in discovery.

INTERROGATORY NO. 6:

Describe in detail every payment, if any, you sent to CRC from October 12, 2007 to the present.

RESPONSE TO INTERROGATORY NO. 6:

Not applicable at this time.

INTERROGATORY NO. 7:

Describe in detail all conduct by CRC from October 12, 2007 to the present that does not fall within the statutory duties of a foreclosure trustee under NRS Chapter 107.

RESPONSE TO INTERROGATORY NO. 7:

Responding Party objects that the request is vague insofar as it does not state which version of NRC Chapter 107, and the particular obligations imposed by that version during a particular period of time, CRC is referring to. Given the variety of changes made to NRS Chapter 107 during the relevant period, further clarification is needed for Responding Party to be able to fully respond to this interrogatory. Responding Party further specifically objects to this interrogatory to the extent that requesting party interprets it as calling for information protected by the attorney/client privilege, or as attorney work product. Responding Party also specifically objects to the extent that this interrogatory assumes that a foreclosure trustee and a collection agency are mutually exclusive categories when under the relevant law foreclosure trustees may be deemed collection agencies because of their non-judicial foreclosure activities. *See, e.g.*, *Reese v. Ellis, Painter, Ratterree & Adams LLP* (11th Cir. 2012) 678 F.3d 1211, 1217-1218 ["A communication related

to debt collection does not become unrelated to debt collection simply because it also relates to the enforcement of a security interest. A 'debt' is still a 'debt' even if it is secured."].) CRC's own documents show that CRC admits it was soliciting and collecting payments on delinquent debt owed to the client-lenders. Even the straight and simple statutory foreclosure process, by itself, constitutes debt collection. *Glazer v. Chase Home Fin. LLC* (6th Cir. 2013) 704 F.3d 453, 455; *Wilson v. Draper & Goldberg* (4th Cir. 2006) 704 F.2d 453, 455. *Alaska Trustee LLC v. Ambridge* (Alas. 2016) 2016 Alas. LEXIS 23.

Discovery and Responding Party's investigation and analysis of the true nature and scope of CRC's various business activities in Nevada during the relevant period, including CRC's practices, policies, and procedures, are continuing. Responding Party is thus unable at this time to identify all of CRC's relevant conduct, including actions or omissions, and state whether those actions or omissions fell within the statutory duties of a foreclosure trustee under the version of NRS Chapter 107 in effect at a particular time. Based on discovery obtained so far and Responding Party's current investigation and analysis, CRC's conduct that went beyond its duties as a foreclosure trustee under NRS Chapter 107 included CRC soliciting and/or demanding, in writing (including e-mails) and by phone, payments on behalf of lenders from Nevada debtors on debts to those lenders; accepting payments from borrowers and forwarding them to the lenders hiring CRC; communicating with debtors by telephone regarding payment of their debts (i.e., mortgage loans in default); sending written payoff statements and reinstatement letters, along with specific payment instructions, to debtors; involvement in loan mediations on the defaulted loans; requesting Nevada debtors contact CRC, including by phone or mail, regarding their debts and payment of same; soliciting and contracting with Chase and other lenders to pursue its collection business on defaulted loans in Nevada; obtaining in any manner or form payments on debts owed to Chase and/or other

lenders, including by carrying out non-judicial foreclosure sales, obtaining proceeds from such sales, and forwarding those proceeds to Chase and/or other lenders; and other misconduct not yet identified but to be uncovered in discovery.

CRC solicited and contracted from lenders and with lenders, specifically to include Chase, to perform collection agency services and activities in the State of Nevada. With respect to the defaulted debts in Nevada, CRC solicited and/or communicated with Nevada debtors for collection purposes with respect to reinstatement of the debt and obtaining pay-off of the debt. At all times, CRC utilized over 100 employees to conduct these collection activities and had a minimum of 4 dedicated employees working to collect on the defaulted debts through reinstatement and/or pay-off. With respect to homes that were sold, CRC collected the sales proceeds for purposes of application to the defaulted debt and collected the money on behalf of the lender. CRC would then transfer the money collected on the defaulted loans to the lender, and CRC maintained Trust Accounts for these purposes. With respect to the defaulted Nevada loans, CRC engaged in various telephonic communications with Nevada debtors to pursue the collection. The lender, Chase, directly and/or indirectly paid the phone bills for the collection agent's, i.e., CRC, telephonic communications with debtors regarding the defaulted loans in Nevada. CRC received and/or collected checks for money applicable to the defaulted loans in connection with reinstatement and/or pay-off. If the checks were made payable to the lender, CRC would forward the collected funds to the lender. If the checks were made payable by the borrower to CRC, CRC would deposit the funds into its own Trust Account, after endorsing the check, and forward the payment to the lender. CRC employees would respond to e-mails from debtors, with respect to the defaulted loan, and CRC employees were required to respond to the borrowers regarding the debt in that way. CRC provided borrowers with specific payment instructions, and detailed payment information, for purposes of collecting on the defaulted Nevada

loans. CRC was paid by the lender to provide this variety of collection services. For all of its unlicensed and therefore illegal collection agency services in Nevada, CRC collected and was paid various fees and costs by the lender. CRC would solicit debtors to contact CRC to discuss information related to the debt collection, including reinstatement amounts and pay-off requirements. For purposes of debt collection, CRC would respond to borrower inquiries regarding debt validation, on behalf of the lender. Through its own counsel, and as its representatives, CRC would participate in mediations regarding the defaulted loan with Nevada debtors.

INTERROGATORY NO. 8:

Describe in detail all conduct by CRC from October 12, 2007 to the present that falls within the statutory duties of a foreclosure trustee under NRS Chapter 107.

RESPONSE TO INTERROGATORY NO. 8:

Responding Party objects that the request is vague insofar as it does not state which version of NRC Chapter 107, and the particular obligations imposed by that version during a particular period of time, CRC is referring to. Given the variety of changes made to NRS Chapter 107 during the relevant period, further clarification is needed for Responding Party to be able to fully respond to this interrogatory. Responding Party further specifically objects to this interrogatory to the extent that requesting party interprets it as calling for information protected by the attorney/client privilege, or as attorney work product. Responding Party also specifically objects to the extent that this interrogatory assumes that a foreclosure trustee and a collection agency are mutually exclusive categories when under the relevant law foreclosure trustees may be deemed collection agencies because of their non-judicial foreclosure activities. *See, e,g.*, *Reese v. Ellis, Painter, Ratterree & Adams LLP* (11th Cir. 2012) 678 F.3d 1211, 1217-1218 ["A communication related to debt collection does not become unrelated to debt collection simply because it also

relates to the enforcement of a security interest. A 'debt' is still a 'debt' even if it is secured."].) CRC's own documents show that CRC admits it was soliciting and collecting payments on delinquent debt owed to the client-lenders. Even the straight and simple statutory foreclosure process, by itself, constitutes debt collection. *Glazer v. Chase Home Fin. LLC* (6th Cir. 2013) 704 F.3d 453, 455; *Wilson v. Draper & Goldberg* (4th Cir. 2006) 704 F.2d 453, 455. *Alaska Trustee LLC v. Ambridge* (Alas. 2016) 2016 Alas. LEXIS 23.

Discovery and Responding Party's investigation and analysis of the true nature and scope of CRC's various business activities in Nevada during the relevant period, including CRC's practices, policies, and procedures, have just begun and are continuing. Responding Party is thus unable at this time to identify all of CRC's relevant conduct, including actions or omissions, and state whether those actions or omissions fell within the statutory duties of a foreclosure trustee under the version of NRS Chapter 107 in effect at a particular time.

INTERROGATORY NO. 9:

For each request for admission in California Reconveyance Company's First Set of Requests for Admission to Plaintiff Susan Kallen in which you did not respond with an unqualified admission, describe in detail the factual basis of your response.

RESPONSE TO INTERROGATORY NO. 9:

Responding Party objects that, based on the Discovery Commissioner's rulings at the September 21, 2016 hearing in this matter, Plaintiffs' understanding is this interrogatory needs to be revised into separate interrogatories as to each request for admission and re-served by requesting party. If requesting party disagrees, please meet and confer further with Responding Party's counsel.

Dated: September 26, 2016

LAW OFFICE OF NICHOLAS A. BOYLAN, APC

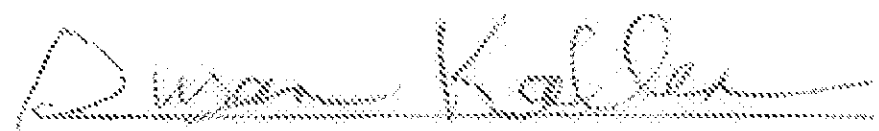
By: /s/ Nicholas A. Boylan
Nicholas A. Boylan, Esq.
Attorney for Plaintiffs

VERIFICATION

I, SUSAN KALLEN, declare:

I am the Plaintiff in the above-entitled action. I have read the foregoing Plaintiff Susan Kallen's Responses to First Set of Interrogatories, Set One propounded by Defendant California Reconveyance Company. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury, under the laws of the State of Nevada, that the above is true and correct and that this declaration was executed this 22nd day of September, 2016, at Las Vegas, NV.



SUSAN KALLEN

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 September 26, 2016, I served a true and correct copy of the foregoing:

- **PLAINTIFF SUSAN KALLEN'S RESPONSES TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S FIRST SET OF REQUESTS FOR ADMISSION**
- **PLAINTIFF SUSAN KALLEN'S RESPONSES TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S FIRST SET OF INTERROGATORIES**

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

Richard J. Reynolds, Esq.
Nevada State Bar No. 11864
Burke, Williams & Sorrenson, LLP
1851 East First Street, Suite 1550
Santa Ana, California 92705
(949) 863-3363
(949) 474-6907 (fax)
reynolds@bwslaw.com
fcabezas@bwslaw.com

Allan E. Ceran, Esq.
Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
(213) 236.2837
(213) 236.0600
(213) 236.2700 (fax)
ACeran@bwslaw.com

Keiko J. Kojima, Esq.
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
(213) 236.2842
(213) 236.0600
(213) 236.2700
kkojima@bwslaw.com

Michael R. Brooks, Esq.
Nevada Bar No. 7287
BROOKS HUBLEY, LLP
1645 Village Center Circle
Suite 60
Las Vegas, Nevada 89134
(702) 851-1191
(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)

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

Kevin S. Soderstrom, Esq.
TIFFANY & BOSCO, P.A.
212 S. Jones Boulevard | Las Vegas, NV 89107
(702) 258.8200
(702) 258.8787
kss@tblaw.com

Represents: NATIONAL DEFAULT SERVICING CORPORATION

Lawrence G. Scarborough, Esq.
Bryan Cave LLP
Two N. Central Avenue
Suite 2200
Phoenix, AZ 85004
(602) 364-7000
(602) 364-7137
lgscarborough@bryancave.com

Kent F. Larsen, Esq.
Katie M. Weber, Esq.
Smith Larsen & Wixom
Hills Center Business Park

1935 Village Center Circle
Las Vegas, NV 89134
(702) 252-5002
(702) 252-5006 (fax)
kfl@slwlaw.com
kw@slwlaw.com

Jessica R. Maziarz, Esq.
Pro Hac Vice attorney for California Reconveyance Company
Bryan Cave LLP
Two North Central Avenue'
Suite 2200
Phoenix, AZ 85004
(602) 364-7000
Jessica 602-364-7019 (direct)
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

EXHIBIT "O"
FILED UNDER SEAL

EXHIBIT "P"

Search for people, jobs, companies, and more... Advanced

Home Profile My Network Learning Jobs Interests Business Services Try Premium for free

107 New CA Clients - 107 new legal clients seeking a CA attorney. View their cases today. | Read More »

Deborah Brignac

McCarthy & Holthus - SW Judicial Foreclosure Director

Greater Los Angeles Area | Real Estate

Current McCarthy & Holthus LLP

Previous ALAW - Albertelli Law, California Reconveyance Company - Chase, FN Realty Services, Inc.

Send Deborah InMail

500+ connections

https://www.linkedin.com/in/deborah-brignac-73247338 Contact Info

There are many paths to success. Find yours.

You UCLA Extension

Get ahead in your career or start a new one. Courses offered online.

Learn more

Ad

Background

Summary

A poised business professional with over 30 years of operational and foreclosure trustee experience in Arizona, California and Nevada. Built highly efficient and skilled operations, which handled high foreclosure volumes while maintaining best in class service levels. Proven ability to drive desired results by mentoring and requiring personal best while exhibiting a sense of urgency in every circumstance. A keen focus on client and statutory requirements. Ability to communicate effectively with diverse groups and individuals have established effective work relationships. Consistent attention to detail, metrics and organizational skills demonstrated by professional follow-through, continue to play a key role in success. Since 1985, a member of the United Trustee's Association, formerly known as the California Trustee's Association, served on the Board of Directors.

Experience

SW Judicial Foreclosure Director

McCarthy & Holthus LLP

December 2014 – Present (1 year 10 months)

SVP - West Coast Operations Manager

ALAW - Albertelli Law

December 2013 – December 2014 (1 year 1 month)

Successfully led Trustee operation of 75 representatives conducting foreclosures in Arizona and California. In 2014, maintained 98% average scorecard client results. Established and maintained client relationships. Analyzed and structured workflow, created departmental standards and reviewed organizational structure to maximize production. Collaborated with vendors to establish and monitor service levels in order to meet client expectations and statutory requirements.

President

California Reconveyance Company - Chase

October 1992 – December 2013 (21 years 3 months)

Led operation of 125 representatives conducting Arizona, California and Nevada foreclosures. Managed a foreclosure portfolio up to 30,000 cases, while maintaining best in class client service level. Set standards for key division performance metrics and service levels. Ensured adherence to standards by monitoring and evaluating operations performance against data and goals. Kept apprised of legislative changes to ensure span of control in step with requirements. Managed status and productivity reports and other source documents to ensure optimal team performance. Ensured meaningful performance management including, evaluations, directing, staff development, training, succession planning, employee recognition, corrective performance and conflict resolution. Developed Quality Control team as a first line of defense against errors. Direct responsibility for client trust account in excess of $4 million.

People Also Viewed

Karina Mirzoyan
Litigation Paralegal at JPMorgan Chase & Co.

Felita Keating
Experienced: Client Relations, Marketing, Development, Product and Program Coordination

Stacey Smith
Operations Unit Manager at JPMorgan Chase

Carlos Barrios
Litigation Specialist at PennyMac

Andrea Van Egmond
Administrative Assistant (Retired)

Anna Negron
Legal Analyst at ASRC PRIMUS

Lance Olsen
Managing Partner at McCarthy & Holthus LLP

Milton Cardona
Vice President, Operations Manager II

Reanna Gutierrez
Litigation Support Analyst at JPMorgan Chase

Elena Espinoza
Collections Analyst at The Walt Disney Company

In Common with Deborah

EXHIBIT 19
D Brignac
9-9-16

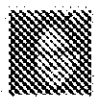
Jana Logan
Attorney at KIRBY & McGUINN, A P.C.

Deborah was a client of my law firm for over 10 years. During that time I found her to be extremely easy to work with, very organized, highly ethical and a great manager. Ms. Brignac was always responsive and accurate. She has a fantastic... View

Foreclosure Supervisor
FN Realty Services, Inc.
1985 – 1991 (6 years) | Pasadena, CA

Responsible for loans serviced in compliance with both the trust agreement and legal requirements; reported progress and/or delays to management; provided necessary support to staff. Prepared demands, beneficiary statements, modifications, reconveyances and deeds in lieu of foreclosure.

1 recommendation



Felita Keating
Experienced: Client Relations, Marketing, Development, Product and Program Coordination

I've known Deborah Brignac for 20+ years. Our relationship began as vendor/client but over the years we have developed an unwavering friendship. My recommendation is based on, not only our relationship, but on how she is viewed and respected by... View

Foreclosure Supervisor
Weyerhaeuser
1983 – 1985 (2 years) | Woodland Hills, CA

Weyerhaeuser

Responsible for work output and efficiency of after sale unit; training; reported delays and/or progress to management. Responsible for proper and timely completion of GSE conveyances. Documented procedures and trained team to complete timely conveyances.

Foreclosure Representative
Lomas & Nettleton
1983 – 1983 (less than a year) | Van Nuys, CA

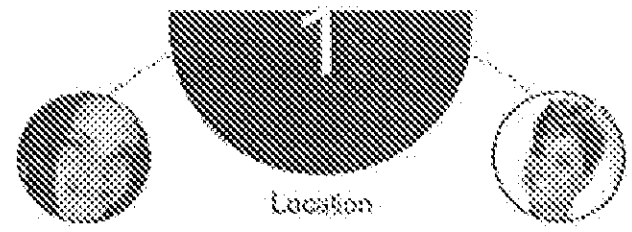
Responsible for conveying properties and filing claims with mortgage insurers. Processed incoming settlement checks.

Skills

Top Skills

75	Mortgage Lending
73	Mortgage Banking
66	Loans
40	Foreclosures
32	Loss Mitigation
29	Mortgage Servicing
28	Loan Servicing
26	Banking
20	Loan Origination
18	Residential Mortgages

Deborah also knows about...



People Similar to Deborah

Michael Capps
Managing Director, Business Unit Risk Mana...
Connect

Ads By LinkedIn Members

In-House Counsel Tools
Need to get more work done? Practical Law resources help attorneys succeed.
Learn More »

Master of Legal Studies
Online Master of Legal Studies in 1 year from WashU, no GRE/LSAT required.
Learn More »

9 Asset Management 8 Title Insurance 8 VA loans 8 Leadership

7 Bankruptcy 7 Underwriting 7 REO See 14+

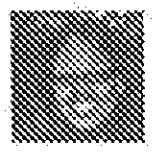
Recommendations

Given (2)

Brandon Reed
Senior Operations Specialist

" I had the pleasure of working with Brandon Reed for several years. A positive individual that works well in a team environment. A fast learner, always willing to master new tasks to ensure team success.

October 28, 2014, Deborah managed Brandon indirectly at JPMorgan Chase



Felita Keating
Client Relations Manager

" I consider it an honor to recommend Felita Keating. When I think of Felita I think intelligence, extremely personable, and driven. Over the 20+ years that I've had the pleasure of knowing Felita, our professional relationship blossomed into a genuine personal relationship. I would venture to say her ability to develop strong personal relationships, paid dividends to her... more

February 9, 2014, Deborah was Felita's client

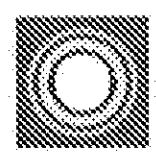
Following

News

Leadership & Manag...
21,356,481 followers
Follow

Social Media
13,807,164 followers
Follow

Professional Women
12,176,120 followers
Follow



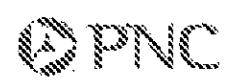
Pulse
1,254,829 followers
Following

Companies

Nationstar Mortgage
Financial Services
Follow

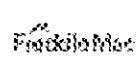
Fannie Mae
Financial Services
Follow

Lender Processing S...
Financial Services
Follow

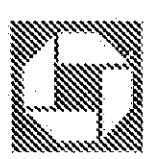


PNC
Financial Services
Follow

United States Postal ...
Government Administration
Follow



Freddie Mac
Financial Services
Follow



Chase
Financial Services
Follow

See 6 more

EXHIBIT "Q"
FILED UNDER SEAL

EXHIBIT "R"
FILED UNDER SEAL

EXHIBIT "S"
FILED UNDER SEAL

EXHIBIT "T"
FILED UNDER SEAL

EXHIBIT "U"
FILED UNDER SEAL

EXHIBIT "V"
FILED UNDER SEAL

EXHIBIT "W"
FILED UNDER SEAL

EXHIBIT "X"
FILED UNDER SEAL

EXHIBIT "Y"
FILED UNDER SEAL

EXHIBIT "Z"
FILED UNDER SEAL

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 April 24, 2017, I served a true and correct copy of the foregoing:

- **PLAINTIFFS' OPPOSITION TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT**
- **PLAINTIFFS' SEPARATE STATEMENT IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT**
- **DECLARATION OF NICHOLAS A. BOYLAN IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT; EXHIBITS**
- **PLAINTIFFS' OBJECTIONS AND MOTION TO STRIKE ALL OR PORTIONS TO THE TESTIMONY/EVIDENCE OF DEBORAH BRIGNAC AND COLLEEN IRBY, SUBMITTED BY CRC IN SUPPORT OF ITS SUMMARY JUDGMENT MOTION**

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

Richard J. Reynolds, Esq.
Nevada State Bar No. 11864
Burke, Williams & Sorrenson, LLP
1851 East First Street, Suite 1550
Santa Ana, California 92705
(949) 863-3363
(949) 474-6907 (fax)
rreynolds@bwslaw.com
fcabezas@bwslaw.com

Allan E. Ceran, Esq.
Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
(213) 236.2837
(213) 236.0600
(213) 236.2700 (fax)
ACeran@bwslaw.com

Keiko J. Kojima, Esq.
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
(213) 236.2842
(213) 236.0600
(213) 236.2700
kkojima@bwslaw.com

Michael R. Brooks, Esq.
Nevada Bar No. 7287
BROOKS HUBLEY, LLP
1645 Village Center Circle
Suite 60
Las Vegas, Nevada 89134
(702) 851-1191
(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)

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

Kevin S. Soderstrom, Esq.
TIFFANY & BOSCO, P.A.
212 S. Jones Boulevard | Las Vegas, NV 89107
(702) 258.8200
(702) 258.8787
kss@tblaw.com

Represents: NATIONAL DEFAULT SERVICING CORPORATION

Lawrence G. Scarborough, Esq.

Bryan Cave LLP
Two N. Central Avenue
Suite 2200
Phoenix, AZ 85004
(602) 364-7000
(602) 364-7137
lgscarborough@bryancave.com

Kent F. Larsen, Esq.
Katie M. Weber, Esq.
Smith Larsen & Wixom
Hills Center Business Park
1935 Village Center Circle
Las Vegas, NV 89134
(702) 252-5002
(702) 252-5006 (fax)
kfl@slwlaw.com
kw@slwlaw.com

Jessica R. Maziarz, Esq.
Pro Hac Vice attorney for California Reconveyance Company
Bryan Cave LLP
Two North Central Avenue'
Suite 2200
Phoenix, AZ 85004
(602) 364-7000
Jessica 602-364-7019 (direct)
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

EXHIBIT "M"

DISTRICT COURT

CLARK COUNTY, NEVEDA

JEFFREY BENKO, a Nevada resident,
et al.,

Plaintiffs,

vs. Case No.: A-11-649857-C

QUALITY LOAN SERVICE CORPORATION,
a California Corporation, et al.,

Defendants.

VIDEOTAPED DEPOSITION OF

ELENA ROSIE MARTINEZ

Thursday, March 9, 2017

1:03 p.m.

U.S. Legal

15250 Ventura Boulevard, Suite 410

Sherman Oaks, California

REPORTED BY:

Julee Sokol

CSR No. 11319

1 APPEARANCES:

2

3 For Plaintiffs Jeffrey Benko, et al.:

4 LAW OFFICES OF NICHOLAS A. BOYLAN, APC
BY: NICHOLAS A. BOYLAN, ESQ.
5 444 West "C" Street
Suite 405
6 San Diego, California 92101
Telephone: (619) 696-6344
7 Email: nablawfirm@gmail.com

8

9 For Deponent Elena Rosie Martinez:

10 PARKER IBRAHIM & BERG
BY: HEATHER STERN, ESQ.
11 695 Town Center Drive
Sixteenth Floor
12 Costa Mesa, California 92626
Telephone: (714) 361-9550
13 Email: heather.stern@piblaw.com

14

For Defendant California Reconveyance Company:

15

BRYAN CAVE, LLP
16 BY: TRACY M. TALBOT, ESQ.
3 Embarcadero Center
17 Seventh Floor
San Francisco, California 94111
18 Telephone: (415) 675-3400
Email: tracy.talbot@bryancave.com

19

20 Also Present:

21 Michael Bratkowski, Videographer

22

23

24

25

INDEX TO EXAMINATION

WITNESS: ELENA ROSIE MARTINEZ

EXAMINATION	PAGE
By Mr. Boylan	6

INSTRUCTIONS NOT TO ANSWER

Page	Line
15	17
41	7
44	20

1 A Correct.
2 Q Is that what, in fact, that document is?
3 A Can you repeat the question again?
4 Q Please.
5 (Whereupon the record
6 was read as follows:
7 "Question: Is that what, in fact,
8 that document is?")
9 THE WITNESS: Yes.
10 Q BY MR. BOYLAN: And your signature on the second
11 page is apparent there; correct?
12 A Yes.
13 Q You signed it personally?
14 A Yes.
15 Q And next to your signature is a statement by
16 California Reconveyance that it's a debt collector attempting
17 to collect a debt and that any information obtained will be
18 used for that purpose.
19 You see that next to your signature?
20 A Yes.
21 Q You were aware of that when you signed it; correct?
22 MS. TALBOT: Objection. Vague as to aware of what?
23 Q BY MR. BOYLAN: Let me ask it again.
24 The statement there that's in that block was there
25 at the time you signed the document; correct?

A Yes.

Q And you believed it to be true at time you signed the document; correct?

MS. TALBOT: Objection.

MS. STERN: Objection as to form.

Objection as to vague and ambiguous and as to what a signature on a document means.

MR. BOYLAN: Please don't coach the witness. Make a legal objection.

MS. STERN: Well, you're -- you're asking a question I think that's different -- one, object, that it's leading.

But it's -- it's confusing and ambiguous. How about that?

MS. TALBOT: Same Objections.

Plus, objection. Calls for legal conclusion.

Q BY MR. BOYLAN: Would you like the question read back now, Ma'am?

A Sure.

MR. BOYLAN: Please.

(Whereupon the record was read as follows: "Question: And you believed it to be true at time you signed the document?")

MS. STERN: Same objections.

1 MS. TALBOT: Same objections.
2 THE WITNESS: I mean when I signed the document, I
3 didn't have much knowledge of -- of that little section there.
4 We have at California Reconveyance legal teams that would help
5 draft the templates for us.
6 In my process I would review the title search and be
7 able to input the rest of the information. But that was there
8 way before my time and after my time in part of our documents.
9 Q BY MR. BOYLAN: My question called for a yes or no
10 as to whether you believed it to be true at the time you
11 signed the document.
12 Are you able to answer that question?
13 MS. STERN: She has answered that question.
14 Asked and answered.
15 MS. TALBOT: Same objections as the last question.
16 THE WITNESS: Correct.
17 Q BY MR. BOYLAN: At the time you signed this, you had
18 been working with California Reconveyance for how long, Ma'am?
19 A I was -- January. The end of January, I believe, of
20 that year. So that was in December.
21 Q So you had been at the company approximately a year?
22 A Less than a year. Yeah.
23 Q The legal team you referred to, I believe
24 Ms. Brignac described that as the lawyers for Chase Bank.
25 Is that who you were referring to?

1 A Correct.
2 Q Did you interact personally with any of those
3 lawyers?
4 A Can you --
5 MS. STERN: Ever? Do you want to be specific as to
6 scope and time?
7 Q BY MR. BOYLAN: Any time while -- any time while you
8 were at CRC.
9 A Sure. We interacted. I'm not sure if it was this
10 particular case but, obviously, because I'm employed -- I was
11 employed for them, we had some interaction with the legal
12 team.
13 Q You understood to be -- you were employed by Chase
14 or CRC or both?
15 A Well, it was basically both for me.
16 Q And why is that?
17 A Because although we were California Reconveyance,
18 our paychecks came from Chase.
19 Q And that's true all the years you were there?
20 A Yes.
21 Q When you signed this document, why did you believe
22 it to be true that California Reconveyance was a debt
23 collector at that time?
24 MS. STERN: Misstates testimony.
25 Argumentative.

1 call might have referred to.
2 MS. TALBOT: Same objections.
3 THE WITNESS: Are you referring to when borrowers would
4 call in? Can you elaborate on your question?
5 Q BY MR. BOYLAN: We can do all the above. We're
6 going to do all the above.
7 A Okay.
8 Q So let's start with anybody on the planet --
9 A Uh-huh.
10 Q -- if they called in while you were working at
11 CRC --
12 A Uh-huh.
13 Q -- was it your understanding that there was a
14 recording indicating that CRC was a debt collector or words to
15 that effect?
16 MS. STERN: Lacks foundation.
17 MS. TALBOT: Objection.
18 THE WITNESS: Yes.
19 MS. TALBOT: Vague.
20 THE WITNESS: When --
21 MS. TALBOT: Hold on one second. Let me just state the
22 objection.
23 THE WITNESS: Okay.
24 MS. TALBOT: Objection. Vague as to time and scope.
25 Objection as to -- vague and ambiguous as to where

1 they were calling.

2 THE WITNESS: I can't tell you from all the lines. I

3 don't know how many lines they had. But as employees we all

4 had that memorandum in our voice mail.

5 Q BY MR. BOYLAN: And that was from 2009 to 2013?

6 A Correct.

7 Q What's your best effort at paraphrasing what -- what

8 it said in your voice mail, what the greeting said?

9 A I can't recall the entire greeting.

10 Q I'm not asking you to. I'm asking you to paraphrase

11 it to the best of your memory under the oath you've taken here

12 today.

13 Can you do that?

14 A So we were required to provide our name.

15 Our telephone number.

16 The department we worked in.

17 And it would have a little clause, memorandum, about

18 us being a debt collector.

19 Q Okay. Do your best under your --

20 A Okay.

21 Q -- oath today to paraphrase for me what that clause

22 was about being a debt collector?

23 A I wouldn't be able to paraphrase it. All I can tell

24 you is what I have already.

25 Q Well, let's look at the block of the second page of

1 the notice of default that's part of Exhibit 1.
2 You see that block there?
3 A Correct.
4 Q The -- the greeting that was on all of the CRC
5 employees' voice mail, the clause that you just described, was
6 it essentially equivalent to what's in that block there on
7 Exhibit 1?
8 MS. STERN: Objection. Vague and ambiguous.
9 THE WITNESS: Unfortunately, I can't say if it was
10 verbatim. But the memorandum that was required to be on our
11 voice mail did indicate some of verbiage there. I can't say
12 the whole entirety of that paragraph. But it did indicate
13 that we were a debt collector.
14 Q BY MR. BOYLAN: What's your understanding of why
15 that was required as a phone communication --
16 MS. STERN: Objection. Lacks foundation.
17 Q BY MR. BOYLAN: -- at CRC?
18 MS. STERN: Calls for a legal conclusion.
19 Vague and ambiguous.
20 Calls for a narrative.
21 MS. TALBOT: Same objections.
22 THE WITNESS: I wouldn't be able to answer that, but I'm
23 sure Chase's legal team that provided us instructions could
24 probably answer that question.
25 Q BY MR. BOYLAN: Do you recall the name of any such

1 individual?

2 A No. I didn't really have interaction with them, but

3 I'm sure Deborah Brignac engaged with them a bit more than I

4 did.

5 Q And so if -- if a borrower, who is in default on

6 their debt, and for a file that was held by CRC, if they would

7 call in to CRC, for example, to your line --

8 A Uh-huh.

9 Q -- they would interact with that greeting regarding

10 being a debt collector; correct?

11 MS. STERN: Incomplete hypothetical.

12 Vague and ambiguous.

13 Vague as to time.

14 Vague as to scope.

15 THE WITNESS: Can you clarify the question?

16 Q BY MR. BOYLAN: Any -- did a borrower ever call in

17 to your line, Ma'am, and speak to you while you were working

18 at CRC?

19 A Very, very few. Maybe a handful. Most of the calls

20 were answered by reception or the payoff and the reinstatement

21 team.

22 Q How -- how do you know that if you never worked in

23 reinstatement and payoff?

24 A We just -- that was a protocol. They handled the

25 calls and we had a different function within.

1 A I wouldn't be able to tell you what they did. What
2 their functions were. I --
3 MS. TALBOT: Objection.
4 THE COURT REPORTER: Excuse me. I didn't hear your
5 objection.
6 MS. TALBOT: Sorry. Lacks foundation.
7 THE WITNESS: Other than the name of the department.
8 Q BY MR. BOYLAN: What's your general understanding
9 from your four or five years working there of what their
10 responsibilities were?
11 A Sure.
12 MS. STERN: Objection. Lacks foundation.
13 THE WITNESS: It was providing payoffs and
14 reinstatements to borrowers and lenders.
15 Q BY MR. BOYLAN: Can you be more specific what you
16 mean by that?
17 MS. STERN: Calls for a narrative.
18 MS. TALBOT: Objection. Lacks foundation.
19 THE WITNESS: What -- what exactly would you like to
20 know?
21 Q BY MR. BOYLAN: Well, I can tell you what I've
22 learned from Ms. Brignac and from other witnesses, other
23 people in the case, reinstatement and payoff was a whole
24 process.
25 Finding the information. Communicating with the

1 bank. Obtaining the current information. Validating that
2 information.
3 Providing it to the borrowers who were debtors in
4 default. Communicating with the borrowers to clarify or
5 provide more information.
6 Gathering up money that comes in. The checks come
7 in. They go through a clerk. They go to someone in
8 reinstatement and payoff.
9 The check is matched up to the defaulted debt. The
10 borrower's number. The check is either endorsed, if it's made
11 out to CRC, or it's passed on to Chase if it's made out to
12 Chase.
13 Or if there are other problems, communications,
14 additional monies. Sometimes the checks and the money
15 received is for reinstatement. Sometimes it's for payoff.
16 Sometimes it's short.
17 So then there has to be further communication and
18 dialogue to get the correct amount from the defaulted
19 borrowers.
20 A whole range of activities involved in the
21 reinstatement and payoff department.
22 A Absolutely correct.
23 MS. STERN: Objection. Misstates testimony.
24 Objection. No question pending.
25 Objection. Compound.

1 MR. BOYLAN: Did you get her answer, Ma'am?
2 THE COURT REPORTER: Answer, "Absolutely correct."
3 MR. BOYLAN: Okay.
4 THE COURT REPORTER: I didn't hear your objection.
5 MS. TALBOT: Same objections.
6 Q BY MR. BOYLAN: Do you recall the names of any other
7 banks or service entities or other clients of CRC at any time
8 that you were there other than Chase Bank?
9 A Can you elaborate on that question?
10 Q Yes. CRC was acting on behalf of lenders whose
11 loans were in default; correct?
12 A Yes.
13 MS. TALBOT: Objection. Lacks foundation.
14 Objection to the extent misstates testimony, prior
15 testimony.
16 MS. STERN: Objection. Failure to specify scope.
17 Q BY MR. BOYLAN: And the primary client in that work
18 was Chase Bank; correct?
19 A Yes.
20 MS. STERN: Objection as to time.
21 Q BY MR. BOYLAN: My question is were there other
22 clients whose names you can recall?
23 MS. TALBOT: Objection.
24 THE WITNESS: Other servicers --
25 Q BY MR. BOYLAN: Yes, Ma'am.

1 A -- who we processed foreclosures for as well?
2 Q You can state it that way.
3 A Okay.
4 Q Yes.
5 A Other clients that we processed foreclosure.
6 Other servicers.
7 During your time frame, primarily Chase, and, you
8 know, I think the majority of the additional services were
9 under A Law.
10 So I wouldn't be able to elaborate under additional
11 servicers during that time frame. It should be primarily --
12 majority Chase. Chase is the servicer during that time frame.
13 Q At any time when you have utilized an attorney
14 related to your work at CRC, has the attorney always been
15 appointed and paid for by Chase Bank?
16 MS. STERN: Objection. Compound.
17 Objection. Vague as to scope.
18 Objection. Lacks foundation.
19 THE WITNESS: Can you clarify the question?
20 MS. TALBOT: Same objection.
21 Hold on one second.
22 Same objection and object to the misstates prior
23 testimony.
24 MS. STERN: And object on ground of privilege.
25 MR. BOYLAN: Could you read the question back, please?

1 (Whereupon the record
2 was read as follows:
3 "Question: At any time when you
4 have utilized an attorney related
5 to your work at CRC, has the
6 attorney always been appointed
7 and paid for by Chase Bank?")
8 MS. STERN: Same objections.
9 THE WITNESS: As an employee, I was never involved in
10 any -- depositions with CRC.
11 Q BY MR. BOYLAN: So you've never had a lawyer that
12 was appointed and paid for Chase -- by Chase Bank prior to
13 today.
14 Is that true?
15 MS. STERN: Objection. Argumentative.
16 MS. TALBOT: Objection. Assumes facts.
17 MS. STERN: Objection. Privileged.
18 THE WITNESS: I don't feel comfortable answering that
19 question.
20 Q BY MR. BOYLAN: Well, it's -- it's not a matter of
21 comfort. It's -- it's an obligation to give your testimony
22 under oath.
23 If she instructs you not to answer, which she hasn't
24 properly because it's not a privileged question, so you are
25 required to answer.

1 So I would ask you to do so please, Ma'am.
2 MS. STERN: I'm confused. What are you exactly asking
3 her? Because she is not going to testify about any
4 communications with any lawyers.
5 So are you asking her about communications with
6 lawyers?
7 MR. BOYLAN: Obviously not. Why don't you listen to the
8 question? Do you want to read back again? It will be a third
9 time. You are obstructing the deposition, Ma'am.
10 MS. STERN: I don't think so.
11 MR. BOYLAN: You are obstructing the deposition.
12 Could you read the question back one more time,
13 please?
14 This is the third time.
15 MS. STERN: I don't think so.
16 THE COURT REPORTER: One second.
17 (Whereupon the record
18 was read as follows:
19 "Question: So you've never had a
20 lawyer that was appointed and paid
21 for by Chase Bank prior to today.
22 "Is that true?")
23 MS. STERN: Yeah. Same objections.
24 Assumes facts.
25 Compound.

1 APPEARANCES:

2

3 For Plaintiffs, except for Antoinette Gill:

4 LAW OFFICE OF NICHOLAS A. BOYLAN, APC
BY: NICHOLAS A. BOYLAN, ESQ.
5 444 West C Street
Suite 405
6 San Diego, California 92101
619.696.6344
7 nablawfirm@gmail.com

8

9 For Defendant California Reconveyance Company:

10 BRYAN CAVE
BY: LAWRENCE G. SCARBOROUGH, ESQ.
11 Two North Central Avenue
Suite 2200
12 Phoenix, Arizona 85004-4406
602.364.7137
13 lgscarborough@bryancave.com

14

15 For Witness Deborah Brignac:

16 KIRKLAND & ELLIS LLP
BY: JONATHAN M. WEISS, ESQ.
17 333 South Hope Street
Los Angeles, California 90071
18 213.680.8155
jonathan.weiss@kirkland.com
19

20
For Defendant MTC Financial, Inc. dba
21 Trustee Corps:

22 BURKE, WILLIAMS & SORENSEN, LLP
BY: ALLAN E. CERAN, ESQ.
23 444 South Flower Street
Suite 2400
24 Los Angeles, California 90071
213.236.0600
25 aceran@bwslaw.com

1 APPEARANCES (Continued):

2

3 Also Present:

4 CARISSA NARCISO, Videographer
DAN GOULDING, General Counsel,
5 Quality Loan Service

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 MR. WEISS: Jonathan Weiss. I represent
2 Deborah Brignac.
3 MR. GOULDING: Dan Goulding, Quality Loan
4 Service.
5 MR. CERAN: Good morning. Allan Ceran,
6 representing MTC Financial, Inc. dba Trustee Corps.
7 THE VIDEOGRAPHER: The certified court reporter
8 is Lisa Owen.
9 Would you please swear in the witness?
10
11 DEBORAH BRIGNAC,
12 having been first duly sworn, was examined and
13 testified as follows:
14
15 EXAMINATION
16 BY MR. BOYLAN:
17 Q Good morning, ma'am.
18 A Good morning.
19 Q Could you state your full name, please?
20 A Deborah Brignac.
21 Q Ms. Brignac, thank you for being here today
22 with us.
23 Can you tell me how you're currently employed?
24 A I'm currently employed with McCarthy & Holthus.
25 Q What is your position?

1 regarding either this case or ultimately your -- your
2 providing information regarding this case?
3 MR. WEISS: Object to the form of the question.
4 Vague and ambiguous.
5 MR. SCARBOROUGH: Objection. Compound.
6 THE WITNESS: I didn't have any subsequent
7 questions (sic) with Chase or anyone else at McCarthy &
8 Holthus.
9 BY MR. BOYLAN:
10 Q Never again till this day have you spoken with
11 anyone at McCarthy, Holthus about this lawsuit? Is that
12 your testimony?
13 A Not even till this day. I had the initial
14 conversations with Katie Jo and Matt and no other
15 discussions with anyone at McCarthy & Holthus.
16 Q Let's talk more, please, ma'am, about your last
17 position with CRC, which I believe you described as
18 department manager.
19 Could you explain exactly what that means?
20 A I was responsible for the day-to-day operations
21 of CRC.
22 Q And was CRC owned at that time by JPMorgan
23 Chase Bank or one of its entities?
24 MR. SCARBOROUGH: Objection. Lacking in
25 foundation.

1 MR. WEISS: Object to the extent it calls for a
2 legal conclusion.
3 THE WITNESS: It's my understanding it was
4 owned by one of the Chase entities. I can't say which
5 one.
6 BY MR. BOYLAN:
7 Q And who did you report to?
8 A At -- in what period of time? I'm sorry.
9 Q Let's start with your last position, and then
10 we'll work backwards over time.
11 A My last -- when we left CRC, it was Kevin
12 Hickey.
13 Q What was Mr. Hickey's title at that time?
14 A I don't know.
15 Q What was his role, if you know?
16 A I don't.
17 Q Do you know where he officed?
18 A Jacksonville, Florida.
19 Q Do you know his title?
20 A No.
21 Q Is it correct that you were never a corporate
22 officer of CRC?
23 MR. WEISS: Objection to the form of the
24 question, to the extent it calls for a legal
25 conclusion.

1 THE WITNESS: And you're speaking of when I
2 left CRC?
3 BY MR. BOYLAN:
4 Q Well, yes. And I'm not -- this is not a trick
5 or a quiz, ma'am. But, excuse me, I don't know your
6 knowledge regarding corporate entities. But
7 corporations, for example, can have officer positions,
8 president, vice president. They can have board of
9 directors, as I'm sure you know.
10 My understanding is you were at a manager
11 level; you were not at an officer level of the
12 corporation. But I'm asking you.
13 Can you confirm that for me or explain your
14 answer?
15 MR. WEISS: Object to the form of the
16 question.
17 THE WITNESS: I did hold a title -- an officer
18 title when I left CRC.
19 BY MR. BOYLAN:
20 Q All right. And do you know the difference
21 between a title and an actual corporate office holding?
22 MR. WEISS: Object to the form of the
23 question.
24 THE WITNESS: No. I wouldn't be able to
25 articulate that.

1 BY MR. BOYLAN:
2 Q All right. Well, let me try to illustrate for
3 you. A lot of times banks, for example, will call
4 people vice presidents or senior vice presidents, but
5 they're not officers of the corporation.
6 Do you understand that?
7 A Yes.
8 Q All right. Is that what applied to you, that
9 same scenario?
10 MR. WEISS: Objection to the form of the
11 question to the extent it calls for a legal
12 conclusion.
13 THE WITNESS: I'm not sure, sir.
14 BY MR. BOYLAN:
15 Q Do you know what kind of entity CRC was when
16 you worked there? A corporation, for example?
17 A It was a corporation -- to my knowledge, it was
18 a corporation.
19 Q Do you know who the president of the
20 corporation was?
21 A I -- I held the title as president, but I don't
22 know -- in the way that you're speaking, I'm not sure if
23 that's of the corporation or if it was a -- some other
24 form.
25 Q Do you know what -- in what state CRC was a

1 Company.
2 BY MR. BOYLAN:
3 Q And do you know why there's no reference to
4 CRC?
5 A I don't.
6 Q Okay. There's also no -- no dates for your
7 term at CRC; correct?
8 A That is correct.
9 Q What were your dates of employment at CRC?
10 A I don't remember the month, but 1992 to
11 December 2013.
12 Q What happened in 2013 that caused your
13 employment to deviate from CRC?
14 MR. WEISS: Object to the form of the
15 question.
16 THE WITNESS: CRC -- some of the assets of CRC
17 were sold to a new -- a different entity. And we were
18 subsequently employed by that new entity.
19 BY MR. BOYLAN:
20 Q And by "we," you mean you and approximately 80
21 other employees; is that correct?
22 A I don't remember the number of employees.
23 Q Does that sound like a fair estimate, ma'am?
24 A No.
25 Q What would be your estimate?

A I don't remember the number. 80 doesn't sound accurate, though.

Q Does it sound too low or too high?

A Too high.

Q Would you estimate a number closer to 50?

A I -- I really don't remember the number. I -- 80 just sounds high to me.

Q Were you involved in creating any public announcements or press releases related to that asset purchase transaction?

A I might have participated in some of that, but not directly responsible.

Q And your participation included what exactly?

A I believe it was just a review of the information.

Q That information that was publicly disclosed included the number of employees that were being effectively transferred over to the purchaser; correct?

A I don't remember if it included the number or not.

Q Do you recall that any public information about the number of employees transferred was inaccurate in any way?

A Not to my knowledge. I don't know the answer to that.

1 Q Looking again at Exhibit 1, the top of the
2 second page, there's a reference there to "operation of
3 125 representatives"; and they were conducting business
4 in multiple states, including Nevada; correct?
5 A That's correct.
6 Q All those 125 people worked under you as the
7 manager; is that correct?
8 A No, not directly.
9 Q What -- what number of them worked directly
10 under you?
11 MR. SCARBOROUGH: Objection. Vague and
12 ambiguous.
13 MR. WEISS: Join.
14 THE WITNESS: And what point in time are you
15 referring to?
16 BY MR. BOYLAN:
17 Q Any point in time during your career with CRC.
18 If you want --
19 MR. WEISS: Objection. Vague and ambiguous.
20 BY MR. BOYLAN:
21 Q -- you want to start at the end of your
22 employment, and you can work backward, if you would
23 like.
24 A Well, it did change throughout my employment.
25 Q I appreciate that. I'm sorry. Let's start

1 with the last 24 months of your employment with CRC,
2 please.
3 MR. WEISS: Same objection. Vague and
4 ambiguous.
5 THE WITNESS: At the end of my tenure, there
6 were -- I believe I had four direct reports.
7 BY MR. BOYLAN:
8 Q And who did the other approximately 120 people
9 report to?
10 A And, again, at the end of the tenure, you're
11 referring to?
12 Q Yes, ma'am.
13 A Colleen Irby; and Huey Chiu.
14 Q How is Huey's last name spelled?
15 A C-h-i-u.
16 Q Were those people superior to you in the
17 company?
18 A No.
19 Q Did they report to you?
20 A Yes.
21 Q When you wrote -- when you wrote 125
22 representatives conducting business in multiple states
23 including Nevada, what were you referring to?
24 A I'm sorry. I -- I'm not sure I understand your
25 question.

1 Q Okay. 125 people -- these were all the
2 employees that were under your jurisdiction as the
3 president; they may not have directly reported to you,
4 but they were all under you; correct?
5 MR. WEISS: Object to the form of the question.
6 Vague and ambiguous.
7 THE WITNESS: Through our reporting structure
8 at the time, they would have, yes, reported to me.
9 BY MR. BOYLAN:
10 Q Okay. So you -- as you wrote here, you led the
11 operation of these 125 representatives. By
12 "representatives," do you mean employees of CRC?
13 A Yes.
14 Q Were they divided into divisions in any way?
15 A Not divisions; we didn't have divisions; more
16 of units.
17 Q Is there any documents that show what the units
18 were, what the structure was?
19 MR. WEISS: Object. Vague and ambiguous.
20 MR. SCARBOROUGH: Join. It also calls for
21 speculation.
22 THE WITNESS: At the time, there would have
23 been.
24 BY MR. BOYLAN:
25 Q Where are those documents today?

1 were going for Nevada there, but you didn't include it
2 in your question.
3 BY MR. BOYLAN:
4 Q Okay. Is it true then, as your counsel is
5 suggesting, that CRC stopped operations in Nevada in
6 2011?
7 A That is correct.
8 Q How do you know that?
9 A Just in communicating with counsel, that I was
10 informed of that information.
11 Q So at least -- just for your recollection, I'm
12 going to give you a narrower window to focus your
13 memory.
14 For at least the last four years of your term
15 with CRC, before they stopped in 2011, CRC had been
16 performing work with respect to Nevada debtors for the
17 last four years; right?
18 MR. WEISS: Object to the form of the question.
19 You're saying from 2007 to 2011? Is that the time
20 frame?
21 MR. BOYLAN: That would be the math. I don't
22 think we need you to do that on the record. But --
23 THE WITNESS: I'm -- I don't -- I just don't
24 remember when we started. I'm sorry.
25 BY MR. BOYLAN:

1 Q I didn't ask you when you started. I just
2 asked you to confirm that you were working with Nevada
3 debtors during that four-year period. Can you answer
4 that?
5 MR. SCARBOROUGH: Well, objection. That's
6 argumentative in light of the witness's last answer,
7 Mr. Boylan.
8 BY MR. BOYLAN:
9 Q Can you answer that?
10 MR. WEISS: Join in that objection.
11 THE WITNESS: No, sir, I can't.
12 BY MR. BOYLAN:
13 Q What about your last month there, was the firm
14 performing work with respect to Nevada debtors your last
15 month --
16 MR. WEISS: Actually, asked and answered.
17 BY MR. BOYLAN:
18 Q -- in 2011, before they stopped operations
19 there?
20 MR. WEISS: Object to the form of the
21 question.
22 THE WITNESS: Yeah. I -- it's a little
23 confusing -- your question is a little confusing. I'm
24 not sure -- you'll have to clarify it for me. I'm
25 sorry.

1 BY MR. BOYLAN:
2 Q Let me narrow it to the very last year. So
3 that would be, I assume, 200- -- somewhere in 2010 to
4 2011. Was CRC performing work with respect to Nevada
5 debtors at that time?
6 A And what are you referring to, "last year"?
7 Q The last year before they stopped operations in
8 Nevada.
9 A Yes. That would be correct.
10 Q Thank you.
11 And what about the year before that -- so we're
12 looking at 2009 now to 2011 -- was CRC performing work
13 with Nevada debtors then?
14 A I -- I don't remember when we started
15 conducting foreclosures in Nevada. So I'm not
16 comfortable in answering that.
17 Q All right. And it may be -- because I have
18 similar situations with my memory, but I can still tell
19 the number of years. I may not know the exact start
20 date or the end date. In this case, you do know the end
21 date. But without knowing the exact start date, can you
22 estimate the total number of years -- "estimate" is the
23 word -- can you estimate the total number of years while
24 you were working with CRE -- CRC -- excuse me -- that
25 the company was performing work with respect to Nevada

1 ending. And if you ask us --
2 MR. BOYLAN: Okay.
3 MR. SCARBOROUGH: -- some questions the way
4 counsel typically do or ask interrogatories or document
5 requests, you would get all of those answers, not the
6 fantasy, Mr. Boylan, that's in your head.
7 MR. BOYLAN: I'd rather get it from the
8 witnesses under oath.
9 MR. SCARBOROUGH: That's great. You go right
10 ahead.
11 BY MR. BOYLAN:
12 Q So the reinstatement group that you were
13 referring to, these individuals were involved with
14 providing amounts of the debt that were overdue for
15 purposes of reinstating the loan that -- to the lenders
16 that CRC was representing; correct?
17 MR. SCARBOROUGH: Object to the form of the
18 question.
19 MR. WEISS: Join.
20 THE WITNESS: If you can repeat that, please.
21 BY MR. BOYLAN:
22 Q I will. I'm calling for a "yes" or "no," if
23 you can.
24 MR. BOYLAN: Could you read that back, please?
25 (Record read as follows:

"Q So the reinstatement group that you were referring to, these individuals were involved with providing amounts of the debt that were overdue for purposes of reinstating the loan that -- to the lenders that CRC was representing; correct?")

MR. SCARBOROUGH: Same objection. Vague and ambiguous.

MR. WEISS: Join.

THE WITNESS: I don't think I can just answer just "yes" or "no." The quotes team worked with primarily Chase to obtain the necessary quotes requested by borrowers to reinstate and/or pay off their loans.

BY MR. BOYLAN:

Q So with respect to all of the loans involved, they were already in default; correct?

A Loans that CRC would have provided quotes were in foreclosure.

Q Well, can you answer my question? The loans were in default; correct? You know what "default" means, don't you, ma'am?

A They were in default, delinquent, yes.

Q All right. In fact, that's why CRC was hired; correct?

A CRC was hired to conduct a foreclosure on a defaulted loan, yes.

1 Q So each time that CRC was hired by a bank to
2 perform these services, it was with respect to a loan
3 that was in default; correct?
4 A Services of foreclosure?
5 Q Any and all services you provided.
6 MR. WEISS: Object to the form of the question.
7 MR. SCARBOROUGH: Join.
8 THE WITNESS: I -- I believe so, that the
9 borrower would be in default when CRC was contacted to
10 conduct a service, yes.
11 BY MR. BOYLAN:
12 Q And you were hired by a bank -- "you" meaning
13 CRC; I don't mean you personally, ma'am. Is that okay
14 with you that I can say it that way sometimes?
15 A I probably would prefer CRC.
16 Q Okay. So CRC was hired to help the lender
17 realize some type of recovery with respect to the debts
18 that were in default; correct?
19 MR. WEISS: Object to the form of the question.
20 MR. SCARBOROUGH: Join.
21 THE WITNESS: No. That wouldn't be my
22 understanding.
23 BY MR. BOYLAN:
24 Q Well, CRC was hired with respect to these
25 debtors in default so that you could obtain a payoff,

1 Q What system is that?
2 A NDS or FANDS.
3 Q What's your knowledge about the current
4 existence or form of that system?
5 MR. SCARBOROUGH: Lacking in foundation.
6 Calling for speculation.
7 MR. BOYLAN: Actually, I'll withdraw that
8 question. We're going to come back to that.
9 Q So the -- the money that was collected from
10 sales by CRC and deposited into its trust account and
11 then delivered over to the lenders, during your tenure,
12 how many millions of dollars would you estimate was
13 collected in the way -- in that particular way?
14 MR. WEISS: Objection to the form of the
15 question. It assumes facts not in evidence.
16 THE WITNESS: I would -- I don't remember the
17 amount. I have no idea really.
18 BY MR. BOYLAN:
19 Q Can you give us a ballpark estimate?
20 A No.
21 Q All right. Would you look at Exhibit 1? You
22 mention "Direct responsibility for client trust account
23 in excess of $4 million."
24 What does that refer to, ma'am?
25 A That would have been the trust account held by

1 CRC for the purposes of trustee sales.
2 Q And that's -- $4 million was the average
3 balance of that trust account?
4 A I don't remember the average balance.
5 Q What did you mean when you wrote "in excess of
6 $4 million"?
7 A I don't remember exactly why I showed that
8 amount.
9 Q What's your best estimate of why -- what the
10 source of that number was?
11 A It would have been taken from my knowledge of
12 the trust account. But whether or not I used an average
13 of some sort, I -- I don't remember.
14 Q What do you mean when -- what did you mean when
15 you said you had direct responsibility for this client
16 trust account?
17 A Responsible for the process and procedures for
18 use of that trust account.
19 Q And that included the collection of money
20 related to the defaulted debts and delivery over to
21 Chase or whoever the lender was; that was your
22 responsibility?
23 A Not direct responsibility, but, yes, oversight.
24 Q Oversight of clerical people who performed
25 those tasks was your responsibility; correct?

1 A Yes.
2 Q So when you wrote that here, you were saying
3 you had ultimate responsibility for that particular
4 work, correct -- when you wrote that in your LinkedIn
5 account?
6 A Yes.
7 Q Were you --
8 MR. WEISS: I just want to object to the form
9 of the question.
10 BY MR. BOYLAN:
11 Q Were you a signatory to the trust account that
12 you were referring to?
13 A Yes.
14 Q Was that a trust account at Chase Bank or more
15 than one bank?
16 A And, again, we're speaking of -- at the time
17 that we left --
18 Q Yes.
19 A -- CRC?
20 One trust account.
21 Q How many were there that collected funds
22 related to defaulted debts?
23 MR. SCARBOROUGH: Objection.
24 MR. WEISS: Object to the form of the question.
25 MR. SCARBOROUGH: Join.

1 THE WITNESS: During what period of time?
2 BY MR. BOYLAN:
3 Q Your entire tenure.
4 A It varied --
5 Q Well --
6 A -- during my tenure.
7 Q Okay. How many in total?
8 A I believe two to three.
9 Q Were there any banks other than Chase?
10 A Yes.
11 Q What were those banks?
12 A Union Bank.
13 Q Uh-huh.
14 A And Wells Fargo.
15 Q You were a signature (sic) on the signature
16 card on all of those accounts, ma'am?
17 A I'm going to say yes for Union Bank,
18 definitely; I don't recall whether or not I was on the
19 Wells Fargo account.
20 Q And you were a signator on the Chase account?
21 MR. SCARBOROUGH: Objection. It assumes facts
22 not in evidence.
23 BY MR. BOYLAN:
24 Q I apologize. Was there a Chase account?
25 MR. SCARBOROUGH: Trust account -- are we still

1 primary lender. There were others from time to time.
2 Q Give us some examples, please.
3 A Examples -- names of lenders?
4 Q Yes, ma'am.
5 A Let's see. Specialized Loan Servicing; Ocwen.
6 Q Was Ocwen related to Deutsche Bank, do you
7 know?
8 A I don't know at the time if they were. That --
9 we didn't have very many. Like I said, Chase was our
10 primary client. The only time that we serviced accounts
11 for other lenders is if we had a foreclosure in progress
12 for Chase, and Chase released the servicing to another
13 lender or another services.
14 Q So does that mean in all cases where CRC was
15 performing services, that the defaulted debt -- the
16 underlying debt was owed to Chase?
17 MR. WEISS: Object to the form.
18 MR. SCARBOROUGH: Yeah. Join.
19 THE WITNESS: I wouldn't say that that would be
20 true, no.
21 BY MR. BOYLAN:
22 Q The reason why I ask is because it appears that
23 these are servicing entities that you mentioned, not
24 lenders who would actually own the note. Am I -- am I
25 incorrect about that?

1 representative of Chase at any time during your tenure
2 regarding why Chase used CRC with respect to
3 reinstatements and payoffs of defaulted debt?
4 MR. SCARBOROUGH: Object to the form of the
5 question.
6 THE WITNESS: I don't believe so.
7 BY MR. BOYLAN:
8 Q What's your understanding of why Chase employed
9 CRC to provide work with respect to reinstatement and
10 payoff of defaulted debts?
11 MR. SCARBOROUGH: Same objection.
12 THE WITNESS: CRC -- that was a service that we
13 provided, as far as providing reinstatement and payoff
14 quotes for mortgage loans that were in default.
15 BY MR. BOYLAN:
16 Q Yes.
17 And my question is, what is your understanding
18 of why Chase employed CRC to do that, rather than do it
19 itself?
20 A I wouldn't be able to answer that question.
21 Q What particular skills or capabilities did CRC
22 have in the area of reinstatement and payoffs of
23 defaulted debts?
24 MR. SCARBOROUGH: Objection. It
25 mischaracterizes her testimony.

1 ma'am.

2 MR. BOYLAN: Please read it back.

3 (Record read as follows:

4 "Q So this team of CRC people provided this

5 information to reinstate the defaulted debt or pay

6 off the defaulted debt to the borrowers on behalf

7 of the lender; correct?")

8 THE WITNESS: Well, the request -- the -- the

9 request came in from the borrowers or sometimes it did

10 come in from Chase. So it depends on, you know, who

11 requested the information. We were providing the

12 information as requested; so whether it be from the

13 borrower or occasionally we would receive requests

14 directly from Chase --

15 BY MR. BOYLAN:

16 Q So is the answer "yes"?

17 A -- to provide quotes.

18 MR. SCARBOROUGH: Same objection.

19 MR. WEISS: Objection. Asked and answered.

20 BY MR. BOYLAN:

21 Q I don't believe you answered the question

22 directly. I appreciate your effort, ma'am. But I don't

23 believe you answered the question.

24 And I'll have it reread. And if you can, it

25 just calls for a simple "yes" or "no," if you can,

1 BY MR. BOYLAN:
2 Q Is it true, from your knowledge and experience
3 at CRC, that the majority of the requests for
4 reinstatement or payoff amounts with respect to the
5 defaulted debt came from the borrowers?
6 MR. WEISS: Objection. Vague and ambiguous.
7 THE WITNESS: And you're speaking during my
8 entire tenure with CRC?
9 BY MR. BOYLAN:
10 Q Yes, ma'am.
11 A I would not be comfortable in saying that that
12 would be true.
13 Q What -- from who then, generally, did the
14 majority of the requests for amounts to pay off or
15 reinstate the defaulted debt -- from where did they
16 come, the majority of them?
17 A I'm not comfortable putting a -- you know, a
18 majority on any given group. But we received requests
19 for payoff quotes from other parties other than the
20 borrower.
21 Q All right. Well, let's just talk about the
22 borrower.
23 What percentage, according to your estimation,
24 based on your 20, 25, 30 years' experience, what,
25 roughly, percentage of the requests for amounts to

1 communications with debtors regarding reinstatement and
2 payoffs?
3 A Just a general procedure to provide -- we need
4 to confirm who they were speaking to or whom they were
5 providing the quotes to prior to releasing the
6 information. As far as requests for quotes -- payoff
7 quotes, they were required to be received in writing.
8 Q So one of the protocols for that department or
9 that group with respect to communications -- telephonic
10 communications with debtors is to tell them that a quote
11 had to be requested in writing; correct?
12 A A payoff quote had to be requested in writing,
13 yes.
14 Q In terms of confirmation of the identity of the
15 debtor before providing the information, you or your
16 company made that a requirement for the trainees as a
17 result of federal or state laws related to debt
18 collection; correct?
19 MR. WEISS: Objection. It lacks foundation, to
20 the extent it calls for a legal conclusion.
21 MR. SCARBOROUGH: Join.
22 THE WITNESS: No, I wouldn't say that that -- I
23 don't know why that procedure was implemented.
24 BY MR. BOYLAN:
25 Q You have no idea, as you sit here, ma'am?

1 BY MR. BOYLAN:
2 Q What is the purpose then of foreclosure?
3 A The purpose of a foreclosure is for the lender
4 to regain the property or the asset if the loan is not
5 cured.
6 Q And the lender does so in order to recoup on
7 the debt; correct?
8 MR. SCARBOROUGH: Objection. Asked and
9 answered.
10 THE WITNESS: I don't know. I mean, a
11 foreclosure -- in my mind, a foreclosure is apart and
12 separate from collecting the debt.
13 BY MR. BOYLAN:
14 Q But there would be no foreclosure unless there
15 were defaulted debt; right?
16 MR. SCARBOROUGH: Objection.
17 MR. WEISS: Objection. It lacks foundation, to
18 the extent it's been asked and answered.
19 MR. SCARBOROUGH: Join.
20 BY MR. BOYLAN:
21 Q Isn't that right, ma'am?
22 A There would need to be a defaulted mortgage in
23 order to foreclose.
24 Q A mortgage is a loan, isn't it?
25 A Sure. I believe so.

1 Q Yeah.
2 So there would have to be a defaulted debt
3 before there could ever be -- a defaulted loan before
4 there could ever be a foreclosure; right?
5 A The loan would need to be in default in order
6 to foreclose in some form or fashion, yes.
7 Q And so it's that underlying debt that provides
8 the purpose of foreclosure, whether to either obtain the
9 property or cash proceeds for the property with respect
10 to the underlying debt; correct?
11 MR. WEISS: Objection to the form of the
12 question. It lacks foundation, to the extent it calls
13 for knowledge beyond this witness's purview.
14 THE WITNESS: I would answer it the same way.
15 You would need to have a loan that's in default in order
16 to foreclose.
17 BY MR. BOYLAN:
18 Q Right. But I'm going to the tail end of it.
19 The -- the objective of the foreclosure is to obtain
20 either money or property to apply against the defaulted
21 debt; correct?
22 MR. SCARBOROUGH: Objection. Asked and
23 answered. Lacking in foundation.
24 MR. WEISS: Join.
25 THE WITNESS: The end -- yeah, the end result

1 of a foreclosure is either the lender receives -- gets
2 the property back or the loan is cured or paid in full.
3 BY MR. BOYLAN:
4 Q Or paid in part; correct?
5 A Reinstated, cured, yes. Uh-huh.
6 Q So when you said "cured," you meant to include
7 money was collected that paid the loan in part?
8 A Reinstated the loan, to bring the loan
9 current --
10 Q Well --
11 A -- is what I -- is what I'm referring to when I
12 say "cured."
13 Q All right. But also there are sales where the
14 proceeds aren't sufficient to pay the loan in full, but,
15 nevertheless, those -- those sale proceeds are used to
16 pay down the defaulted debt; correct?
17 MR. WEISS: Objection. It lacks foundation.
18 MR. SCARBOROUGH: Join.
19 THE WITNESS: No. That would be incorrect, in
20 my mind. You're speaking of a trustee sale?
21 BY MR. BOYLAN:
22 Q Yeah. If you sell the property -- let's say
23 the mortgage is a hundred thousand.
24 A Uh-huh.
25 Q And it's in default. The loan is in default.

1 It was a hundred thousand dollar loan. You sell the
2 property. CRC follows through the foreclosure process.
3 But only 60,000 is gotten for the property. But that
4 money -- that 60 grand is used to pay down the debt,
5 even though it's only part of the loan; correct?
6 MR. SCARBOROUGH: Same objection.
7 MR. WEISS: Same objection.
8 THE WITNESS: Yeah. I -- again, that would be
9 something the lender would handle, how they apply the
10 proceeds. It's not something that the trustee was
11 involved with.
12 BY MR. BOYLAN:
13 Q But what's your understanding from 30 years in
14 the business? Can you tell me, is that your
15 understanding?
16 MR. SCARBOROUGH: Objection.
17 MR. WEISS: Same objection.
18 MR. SCARBOROUGH: Asked and answered.
19 MR. WEISS: Lacks foundation.
20 THE WITNESS: I'd have to answer the same way.
21 I've never been on the lender's side and how funds are
22 applied or how they determine how to apply those funds.
23 It's not something that I have knowledge of.
24 BY MR. BOYLAN:
25 Q All right. Well, just to be clear, so we get a

1 BY MR. BOYLAN:
2 Q Why did you say "discussion per se"? What did
3 you mean by that?
4 A Because I just don't recall any actual
5 discussions.
6 Q Can you name any lawyer, without disclosing the
7 content, but the general subject matter -- any lawyer
8 that you discussed that with?
9 MR. WEISS: Objection to the form of the
10 question. Vague and ambiguous.
11 THE WITNESS: No.
12 BY MR. BOYLAN:
13 Q So is it true that you never discussed that
14 with a lawyer?
15 MR. WEISS: Discussed what?
16 BY MR. BOYLAN:
17 Q The subject matter being whether CRC should or
18 might or should consider obtaining a collection agency
19 license in Nevada.
20 A I believe I did have a discussion with a
21 lawyer -- a Chase lawyer.
22 Q Okay. What's the date, what year, your best
23 estimate?
24 A I have no idea.
25 Q Was it before 2011?

1 A I don't remember.
2 Q Was it before or -- before or after you left
3 your employment with CRC?
4 A It would have been before.
5 Q So at the time of the discussion, you were
6 employed by CRC?
7 A That's correct.
8 Q Was the discussion on the phone or in a
9 meeting?
10 A I don't remember.
11 Q Was anyone else present?
12 A I don't remember.
13 Q What was the name of the person?
14 A I don't remember.
15 Q Do you know whether at the time of the
16 discussion this lawsuit had been filed -- the one that
17 brings us here today?
18 A No.
19 Q Meaning, you don't know, or it had not been
20 filed?
21 A I don't know.
22 Q Give me your best estimate of how many months
23 or years before the end of your employment with CRC you
24 had that discussion.
25 A I -- I don't remember the timing of the

1 A No, I don't believe I said that. But they
2 received procedures regarding quotes.
3 Q And that includes telephone communications
4 where you said, for example, they had to identify the
5 person and qualify their identity in some way before
6 providing the information on the phone; correct?
7 A That was all a part of the quotes training.
8 Q Okay.
9 A Yes.
10 Q And you said that quotes training also had
11 something in writing; correct?
12 A Procedures, yes.
13 Q Okay. Now, my question to you -- let's back up
14 and broaden the question.
15 You've got one, two, three, four, five units
16 that you've identified. Which units were given any type
17 of direction or policies or practices or protocol
18 regarding telephone communications with defaulted
19 debtors?
20 A All of the units would have received
21 information and training regarding telephone calls in
22 general, whether it be from a borrower or a vendor or a
23 client. So I would say all units would have received
24 that training for telephone communications.
25 Q Okay. I'm only asking about borrowers, ma'am.

1 So, respectfully, please don't change my question,
2 because I need a clear record. I'm not trying to argue
3 with you.
4 A Okay.
5 Q Okay. So my question is about telephone
6 communications with borrowers. Is it still correct that
7 all of the five units received training regarding
8 telephone communications with the defaulted debtors, the
9 borrowers?
10 MR. WEISS: Objection to the form of the
11 question.
12 THE WITNESS: All of the units would have
13 received training regarding communicating with
14 borrowers.
15 BY MR. BOYLAN:
16 Q And the reason they received that training is
17 because they had or could have telephone communications
18 with borrowers; correct?
19 A I would say could have.
20 Q Are you able to answer "yes" or "no"?
21 A Not the way that the question was phrased.
22 Q Well, you said could have. Do you want me to
23 restate it that way? All -- they received that training
24 because in their role within the scope of their duties,
25 they could have telephone communications with borrowers;

1 correct?
2 A That would be correct, yes.
3 Q All right. Now, in your LinkedIn profile, you
4 talk about you were involved in monitoring and
5 evaluating operations and performance against data and
6 goals, and you kept track of the matrix involved in that
7 quality of management and control, correct, ma'am?
8 A Yes.
9 Q And, in fact, one of the things that you
10 monitored was telephone communications with borrowers,
11 correct, how that was conducted?
12 A No.
13 Q Did you eval- -- did you have any role in
14 evaluating matrix or quality or performance with respect
15 to telephone communications with borrowers at CRC?
16 A No.
17 Q Who did that?
18 A That wasn't something that we did.
19 Q So there was no policy, practice, or procedure
20 with respect to evaluating how or the quality of CRC's
21 communications with defaulted debtors; is that your
22 sworn testimony?
23 MR. WEISS: Object to the form of the
24 question.
25 THE WITNESS: There was no procedure in place

1 about the rent, who paid the rent?
2 A I don't know.
3 Q Did you have any -- a car or a phone or
4 anything provided by the company, you personally?
5 A No.
6 Q Who reimbursed your expenses -- your
7 reimbursable expenses?
8 A I didn't have any.
9 Q Who paid you?
10 A California Reconveyance Company.
11 Q And were you involved with communications with
12 Chase regarding how much money needed to be transferred
13 to cover payroll?
14 A No.
15 Q Did Chase fund payroll for CRC?
16 A I don't know.
17 Q On any occasion during your 20 -- I'm sorry. I
18 apologize. Is it 20 or 25 years you were with CRC?
19 A I believe it was 22.
20 Q All right. Let's use 22.
21 At any time during those 22 years, including by
22 accident or mistake, did a defaulted debtor send a check
23 or money by some other means to CRC with respect to the
24 defaulted loan to the lenders?
25 MR. WEISS: Object to the form of the

1 question.
2 THE WITNESS: A check in the way of
3 reinstatement or payoff?
4 BY MR. BOYLAN:
5 Q That would be included. I said any way, even
6 by mistake. So it's everything under the sun.
7 Did that ever happen, ma'am?
8 A During 22 years, yes, I'm sure that it did.
9 Q And you had a policy for how to deal with that,
10 didn't you?
11 A Yes.
12 Q What was your policy?
13 A To send it to the lender.
14 Q So that money which came in from the borrower
15 to CRC, you received it as the agent for the borrower
16 and then you would -- excuse me -- the lender, and then
17 you would pass it on to the lender; correct?
18 MR. WEISS: Object to the form of the question,
19 to the extent it calls for a legal conclusion.
20 MR. SCARBOROUGH: Join.
21 THE WITNESS: As the trustee, we would send the
22 funds to the lender. Any funds that we received from
23 the borrower, we would send to the lender.
24 BY MR. BOYLAN:
25 Q And because it happened as -- often or at least

1 sometimes, you had a policy to specifically how that
2 would be handled; correct?
3 MR. WEISS: Object to the form of the
4 question.
5 THE WITNESS: I can't say how often it
6 occurred. But we did have a policy in place if we
7 received the funds. And the policy was just that; if we
8 received funds from the borrower, we would overnight
9 them to the lender.
10 BY MR. BOYLAN:
11 Q Did you create that policy yourself?
12 A I don't remember how the policy came about.
13 Q How were those funds kept track of? Meaning,
14 what records were made -- obviously, money, you guys
15 were very careful as a trustee to keep track of any
16 money that came in from borrowers; correct?
17 A Yes.
18 Q Very careful, right, because you had fiduciary
19 obligations; correct?
20 MR. SCARBOROUGH: Objection to the form of the
21 question.
22 MR. WEISS: Join. Including to the extent it
23 calls for a legal conclusion.
24 THE WITNESS: We were responsible for the funds
25 because they were received in our office. And we would

1 take care to ensure that they were sent to the lender
2 timely.
3 BY MR. BOYLAN:
4 Q And what was the -- the process of keeping
5 records of those funds that came in? Was it electronic?
6 It was on paper? Was it both? Was it QuickBooks? Was
7 it -- what was it, ma'am?
8 A It was electronic; the -- we would identify the
9 particular associated foreclosure and document our case
10 management system with the information.
11 Q What system was that? Did it have a name?
12 A FANDS.
13 Q What employees can you recall were involved in
14 that actual work, the clerical work associated with
15 that? Can you give me any names?
16 MR. WEISS: Object to the form of the
17 question.
18 THE WITNESS: At the time that we left, the
19 same individuals that we've mentioned previously --
20 BY MR. BOYLAN:
21 Q Okay.
22 A -- would have been involved in that process.
23 Q And that is Zelma, Brandon, and Elena, as a
24 supervisor?
25 A Correct.

1 Q Thank you.
2 Okay. Now, on any occasions when those funds
3 came in from the borrower, if it occurred by mistake, or
4 whatever, that the check was made out to CRC, did you
5 have a policy for dealing with that situation?
6 A Yes.
7 Q What was that?
8 A To endorse the check to the lender and then
9 overnight the check to the lender.
10 Q And using the FANDS system, you also kept track
11 of each occasion where that occurred; correct?
12 A I'm not certain that that would have been
13 documented, if we endorsed the check.
14 Q Well, let me state it another way then.
15 The situation where the check came in payable
16 to you, you would have documented that; correct?
17 MR. SCARBOROUGH: Objection.
18 BY MR. BOYLAN:
19 Q "You," meaning, CRC. I'm sorry.
20 MR. SCARBOROUGH: Well, asked and answered. It
21 misstates her testimony that she just gave.
22 MR. BOYLAN: No. That's not true. She
23 distinguished the second aspect of it, which is passing
24 it on to the lender. And that's why I'm asking the
25 question.

1 Q Please, if I may, respectfully, ask you to
2 listen to the question. I'm asking now about whether in
3 documentation of any kind, including the FANDS system,
4 in the occasions when the check came in payable to CRC,
5 there was a record made of that; correct?
6 A No. I can't say that that would be true.
7 Q So the only record that you're certain of was
8 the receipt of the funds from the borrower, not the
9 payee; is that your testimony?
10 A That would be correct.
11 Q Who -- who had the power to endorse the check
12 over to the lender? Was that you? Was that
13 subordinates? Accounting people? Was there a stamp?
14 Or did it have to require a personal endorsement?
15 A There -- we had a stamp. I was authorized to
16 sign the endorsement, as well as Huey Chiu and Colleen
17 Irby.
18 Q Their names again, please?
19 A Huey Chiu and Colleen Irby.
20 Q Okay. So where was the stamp physically, or
21 was there more than one stamp?
22 A There was more than one stamp.
23 Q Okay. For someone to use the stamp to endorse
24 the funds from the defaulted debtor over to the lender,
25 did that require a signature by either you or Huey or

1 Colleen?
2 MR. WEISS: Object to the form of the
3 question.
4 THE WITNESS: We used -- to endorse the -- the
5 checks from the lender -- from CRC to the lender, we
6 used both the stamp and a signature.
7 BY MR. BOYLAN:
8 Q All right. So -- and who had signature
9 authority for that, to take those funds that had been
10 received from the borrower and endorse them over
11 directly to the lender?
12 A Myself and Huey and Colleen.
13 Q And how often did you -- again, this is an
14 estimate -- how often did you exercise that authority,
15 say, in the last year of your employment with CRC?
16 A I have no idea.
17 Q But it happened at least once a week;
18 correct?
19 MR. WEISS: Objection. Asked and answered.
20 She said she had no idea.
21 THE WITNESS: I don't know.
22 BY MR. BOYLAN:
23 Q What's your best estimate?
24 A I really don't know.
25 Q You don't know how many times you signed your

1 question.
2 MR. SCARBOROUGH: Join.
3 THE WITNESS: Well, I'm clarifying that just to
4 make sure we're on the same page, that the funds I'm
5 speaking of that I would not be able to keep track of
6 would be the reinstatement and payoff funds.
7 We would be able to -- we did keep track of
8 funds sent to the lender as a result of a trustee sale.
9 BY MR. BOYLAN:
10 Q How did you do that?
11 A Through the accounts -- the trust accounts that
12 we discussed.
13 Q Can you give me a better explanation of how
14 that was done through those accounts, please?
15 A Well, through the deposits of the funds
16 received from trustee sales and then the subsequent
17 checks issued to the lenders.
18 Q Okay. So after the sale, CRC would receive the
19 funds and then pass them on to the lender?
20 MR. WEISS: Objection to the form of the
21 question.
22 MR. SCARBOROUGH: Join.
23 THE WITNESS: We would deposit the funds, the
24 proceeds from the sale, whatever proceeds we received
25 would be deposited into the trust account, and then a

1 check issued to the lender.
2 BY MR. BOYLAN:
3 Q And by that, you mean CRC received the funds
4 from the sale, put it in its trust account, and then cut
5 a check to remit those funds over to the lender;
6 correct?
7 MR. WEISS: Objection to the form of the
8 question.
9 THE WITNESS: Yes.
10 BY MR. BOYLAN:
11 Q Okay. Now, my -- now, I'm wondering, the funds
12 that you received, was that typically by wire transfer
13 or to a check made payable to CRC?
14 A Sale proceeds were received in the form of a
15 check -- a cashier's check normally.
16 Q Okay. And that check was made payable to CRC,
17 obviously?
18 A Yes.
19 Q What's your understanding from all your work,
20 your knowledge, your expertise, 30 years, of why the
21 lender used CRC to collect the money from the sale and
22 then pass it over to the lender, rather than do that
23 itself or use some other vendor?
24 MR. WEISS: Objection to the form of the
25 question. It lacks foundation. Asked and answered.

1 as indicated; is that correct?
2 MR. SCARBOROUGH: Objection. Asked and
3 answered. Lacking in foundation.
4 BY MR. BOYLAN:
5 Q And I say that as of indications by the date of
6 this document.
7 A I -- I'm not sure of what entity of Chase owned
8 California Reconveyance Company.
9 Q But it was one of them as of the date
10 indicated, December 2013?
11 A My understanding, as I recall, they --
12 California Reconveyance Company was a subsidiary of
13 JPMorgan Chase. So as far as anything other than that,
14 I can't speak to it.
15 Q You were -- perhaps, "transferred" is not the
16 right word; but I'll permit you to correct me if you
17 feel the need -- but as a result of this transaction,
18 your employment was moved over to some entity called
19 ALAW; is that true?
20 MR. WEISS: Objection to the form of the
21 question.
22 THE WITNESS: We -- I don't know if, yeah,
23 "transferred" would be the correct term. We became
24 employees of ALAW as a result of this purchase.
25 BY MR. BOYLAN:

1 Q Indicated here is that 80 employees were kept
2 at work.
3 Do you see that --
4 A Yes.
5 Q -- near the bottom?
6 A Yes, I do.
7 Q Was that true?
8 A I don't recall it being 80. But that's what
9 this document does say, yes.
10 Q Do you have a recollection that would suggest
11 that number is inaccurate?
12 A I just don't recall the number.
13 Q Were all of the employees located in the
14 Chatsworth office at the time of this transaction, or
15 were there multiple CRC offices?
16 A They were all located in Chatsworth.
17 Q Both firms were, at the time of the
18 transaction, involved in what's called default services
19 for lenders; is that true?
20 A And "both firms" meaning?
21 Q The purchaser of the assets and CRC.
22 A Yes.
23 Q And the -- to your understanding, the objective
24 was to provide a broad range of default services for the
25 big banks as they reduced their internal staff and had

1 fewer and fewer vendors; is that true?
2 MR. WEISS: Objection. It lacks foundation.
3 THE WITNESS: I was not directly involved with
4 the negotiations or the reasoning behind the sale of
5 CRC. So I can't speak to that.
6 BY MR. BOYLAN:
7 Q Was that your understanding of what was going
8 on in the industry at the time?
9 A What was going on? I'm sorry.
10 Q Firms were trying to expand to consolidate a
11 broad range of default services to provide a full
12 service to the big banks with respect to loans in
13 default?
14 A No, I wouldn't be qualified to say yes or no to
15 that.
16 Q Did CRC employ attorneys when you were with the
17 firm?
18 A No.
19 MR. SCARBOROUGH: I presume you meant in-house,
20 Nick, in that question?
21 MR. BOYLAN: I did.
22 Q Did you understand it that way?
23 A Right. CRC, the corporation, California
24 Reconveyance Company did not employ attorneys.
25 Q Did it use a particular group of attorneys for

1 services related to default -- default loans?
2 MR. WEISS: Objection. Vague and ambiguous.
3 THE WITNESS: Any particular aspect of the
4 default, loans in foreclosure or --
5 BY MR. BOYLAN:
6 Q Anything, ma'am.
7 A Primarily the Chase legal group.
8 Q So that was in-house Chase lawyers; correct?
9 A Our communication was with in-house Chase
10 lawyers.
11 Q And was that legal staff and those attorneys
12 included within -- moved over to ALAW with the
13 acquisition that's referenced here in Exhibit 4?
14 MR. WEISS: Objection to the form of the
15 question. It lacks foundation.
16 MR. SCARBOROUGH: Yeah. It misstates her prior
17 testimony, as well.
18 THE WITNESS: I don't believe that there were
19 any Chase attorneys that were part of this asset sale of
20 California Reconveyance Company.
21 BY MR. BOYLAN:
22 Q Well, let me read this paragraph, if I may.
23 And if you can shed light on it, I'd appreciate it. The
24 third paragraph, "The acquisition comes with 80 CRC
25 employees - including legal staff with experienced

1 attorneys."
2 Can you explain what, if any, understanding you
3 have of what that means?
4 A No.
5 Q Do you believe that to be accurate?
6 A No. I can't speak to it, because, again, I was
7 not involved in negotiations and the actual
8 documentation of the sale.
9 Q Going back to the five units that comprised
10 CRC, what was the policy and procedure with respect to
11 CRC as applied to the support unit regarding making any
12 false statements to borrowers, either orally or in
13 writing?
14 A What was the procedure?
15 Q What was the policy? For example, I'll give
16 you a simple example -- it's not the limitation of my
17 question -- "Our policy at CRC was not to make false or
18 misleading statements to borrowers, either orally or in
19 writing"; or "Our policy was" -- I don't know what else
20 it could be. But can you tell me what it was, please?
21 MR. WEISS: Objection to the form of the
22 question.
23 MR. SCARBOROUGH: Join.
24 THE WITNESS: Yeah, I -- I don't recall any
25 policy that stated that specifically.

1 BY MR. BOYLAN:
2 Q What about generally?
3 A Generally, it would just be something that we
4 wouldn't do, make false statements to a borrower.
5 Q To your knowledge, that never occurred during
6 your tenure?
7 A To my knowledge, it never occurred.
8 Q And that applies to both written communications
9 and telephonic communications, to your knowledge?
10 A To my knowledge, that would be correct.
11 Q Were you at any time involved in determining
12 the contents of any information that had to be included
13 in written correspondence of any kind with defaulted
14 borrowers?
15 MR. SCARBOROUGH: Objection.
16 MR. WEISS: Objection to the form of the
17 question. Vague and ambiguous.
18 MR. SCARBOROUGH: Vague and ambiguous.
19 BY MR. BOYLAN:
20 Q Do you understand it, ma'am?
21 A If you can help me -- if you can rephrase it.
22 I don't know. It seems pretty extensive.
23 Q All right. Let's go back. I'll try to do it a
24 different way.
25 Was there any policy or procedure regarding any

1 BY MR. BOYLAN:
2 Q Were there any unwritten policies or practices
3 that -- that governed those communications in that way?
4 A I just think the -- you know, some of the
5 examples that you've provided, I just think just the
6 normal -- in the normal course of business and
7 professional environment, there were things that people
8 just knew were unacceptable.
9 Q Anything else, ma'am?
10 A No.
11 Q At some point during your tenure with CRC, CRC
12 adopted the policy or practice of informing defaulted
13 borrowers that CRC was a debt collector; correct?
14 MR. WEISS: Objection to the form of the
15 question.
16 MR. SCARBOROUGH: Join.
17 THE WITNESS: In what manner?
18 BY MR. BOYLAN:
19 Q Are you unable to answer the question, please?
20 A I --
21 MR. WEISS: Objection. She's asking for a
22 clarification from you, Counsel.
23 BY MR. BOYLAN:
24 Q Are you unable to answer the question as
25 phrased?

A Yes.

Q And can you tell me why, so that I can improve it for you, ma'am?

A I just need to know in what manner.

Q Any manner on the surface of the planet. Would you like the question reread?

A Yes, please.

MR. BOYLAN: Please read the question.

(Record read as follows:

"Q At some point during your tenure with CRC, CRC adopted the policy or practice of informing defaulted borrowers that CRC was a debt collector; correct?")

BY MR. BOYLAN:

Q Can you answer "yes" or "no," please?

A I -- yeah, I don't know if I can answer "yes" or "no." We did adopt the practice of putting some language on foreclosure notices at some point that was just a boilerplate language on some of the foreclosure notices; actually, probably all of the foreclosure notices, but not correspondence.

Q Where did you get that word "boilerplate"?

A That's just what we used as far as the information that we -- it wasn't something that we ever used other than just the foreclosure notices.

1 Q What does "boilerplate" mean?
2 A Just a standard language that we're required to
3 place on documents.
4 Q Required why, ma'am?
5 A We were directed by Chase legal to do so.
6 Q When was that?
7 A I don't recall exactly when.
8 Q What's your best estimate of the year?
9 A Of the year? I -- I really couldn't tell you.
10 I don't know.
11 Q For how many years did that order govern your
12 conduct at CRC prior to your departure in 2011?
13 MR. WEISS: Object to the form of the
14 question.
15 THE WITNESS: I'm not sure, because I don't
16 know when we started.
17 BY MR. BOYLAN:
18 Q What's your best estimate?
19 MR. SCARBOROUGH: Objection. Asked and
20 answered.
21 THE WITNESS: I don't recall.
22 BY MR. BOYLAN:
23 Q Did you have any meetings, e-mail, discussions,
24 or anything about that with anyone?
25 A I mean, what are we talking about? At CRC

1 Q Has any doctor told you that -- or suggested
2 the possibility to you that any condition that you have
3 of any kind impacts your ability to recall and relate
4 historical events?
5 A No.
6 (Plaintiffs' Exhibit 5 was marked for
7 identification.)
8 BY MR. BOYLAN:
9 Q Take a look, please, at Exhibit 5. It's a
10 three-page document, CRC Bates numbers 369 to 371. It
11 appears to be a letter from California Reconveyance's
12 Chatsworth office addressed to one of the plaintiffs --
13 to the Plaintiffs Thomas and Kimberly Moore, dated
14 November 1st, 2011.
15 MR. SCARBOROUGH: Nick, is the shading the
16 result of your highlighting --
17 MR. BOYLAN: Yes.
18 MR. SCARBOROUGH: -- and not the original?
19 MR. BOYLAN: Yes.
20 MR. SCARBOROUGH: Okay.
21 BY MR. BOYLAN:
22 Q That description is for the record, ma'am.
23 You're the witness. Can you tell me what this document
24 is?
25 A It appears to be a payoff statement issued by

1 California Reconveyance Company.
2 Q Now, correct me if I'm wrong -- I'm not trying
3 to argue with you -- but I thought you said that the
4 statement that California Reconveyance was a debt
5 collector was only included on notices of default.
6 Exhibit 5 is not a notice of default; correct?
7 A Yes. I believe I said that it was included on
8 foreclosure notices. And you are correct, this is not
9 the notice of default.
10 Q So all notices -- and I need to help myself
11 here with what you mean now by "notices," ma'am -- all
12 notices related to foreclosure had a statement where CRC
13 was saying that it was a debt collector, attempting to
14 collect a debt; is that your testimony?
15 MR. WEISS: Objection to the extent it
16 misstates the prior testimony.
17 If you know the answer, you can answer the
18 question.
19 THE WITNESS: Yeah, when I stated foreclosure
20 notices, I'm speaking of notices related to foreclosure,
21 such as the notice of default, notice of trustee sale.
22 BY MR. BOYLAN:
23 Q All of the notices -- list all of what you're
24 referring to as a notice which included the statement
25 that CRC was saying it was a debt collector, attempting

1 to collect a debt.
2 MR. WEISS: Objection to the form of the
3 question. Vague and ambiguous.
4 MR. CERAN: Also vague as to time.
5 THE WITNESS: When I mentioned foreclosure
6 notices, those are the two notices that I had in mind.
7 BY MR. BOYLAN:
8 Q Do you have any others that you can identify
9 for us -- any other type of document which you call a
10 notice that included a statement by CRC that it was a
11 debt collector, and it was attempting to collect a
12 debt?
13 A No. My recollection that it was included on
14 the two that I've mentioned. Although, looking at this
15 payoff quote, it is -- the language is included here.
16 Q So this -- you now can testify that, in fact,
17 communications from CRC regarding payoff or
18 reinstatement that were sent to borrowers also included
19 a statement that CRC was a debt collector, attempting to
20 collect a debt; correct?
21 A I would limit that to the payoff statement,
22 because that's the only one I have in front of me. And
23 I don't recall it being here, other than just looking at
24 it. So I would have to say the payoff statement, not
25 necessarily the reinstatement quote.

1 Q All right. With that qualification, is your
2 answer yes?
3 A Yes.
4 Q Do you know why there would have been a
5 distinction between payoff statements and reinstatement
6 with respect to use of the statement that the firm was a
7 debt collector, attempting to collect a debt?
8 A No.
9 Q Now, that statement -- let's take this
10 document, for example, addressed to my clients, Thomas
11 Moore and Kimberly Moore. That statement by CRC in this
12 letter, as of the date that -- of this letter was a
13 false statement; correct?
14 MR. WEISS: Objection.
15 MR. BOYLAN: Don't coach the witness.
16 MR. WEISS: Objection to the form of the
17 question, and to the extent it calls for a legal
18 conclusion.
19 THE WITNESS: Yeah, I couldn't answer that.
20 The language that was placed here was placed at the
21 direction of Chase legal. And that's as much as I can
22 speak to it.
23 BY MR. BOYLAN:
24 Q Well, as of this time, you were there about 22
25 years at this firm; correct -- as of the date of this

1 letter?
2 A Close, but not exact. Yes.
3 Q Okay. So I'm just basing it on that; all your
4 knowledge, experience, expertise.
5 That statement, to your knowledge, at the time
6 it was made by CRC, that it was a debt collector,
7 attempting to collect a debt, that was a false
8 statement; correct?
9 MR. SCARBOROUGH: Objection. Asked and
10 answered.
11 MR. WEISS: Same objection.
12 THE WITNESS: No. I wouldn't be comfortable
13 saying that, no.
14 BY MR. BOYLAN:
15 Q It was a true statement then; correct?
16 MR. WEISS: Same objection. Asked and
17 answered.
18 MR. SCARBOROUGH: Join.
19 THE WITNESS: Information -- it's information
20 we were required to place on these documents by Chase
21 legal. And it didn't really impact our day-to-day
22 business of conducting foreclosures.
23 BY MR. BOYLAN:
24 Q Thank you. But I didn't ask you that.
25 Would you like the question reread, please?

1 A Based on the letter, she would have been
2 responsible for providing reinstatement and payoff
3 quotes as requested.
4 Q Now, it's also true, ma'am, that CRC employees
5 provided defaulted borrowers specific payment
6 instructions with respect to the defaulted debt,
7 correct, on behalf of the lender?
8 MR. WEISS: Objection to the form of the
9 question.
10 THE WITNESS: Like -- I mean, like what in
11 particular?
12 BY MR. BOYLAN:
13 Q Well --
14 A Payment instructions?
15 Q Yeah.
16 A Are you referring to what's there in the
17 letter?
18 Q Well, I mean, I'm asking you first based on
19 your 22 years of experience. If you -- if you can't
20 answer without looking at the letter, that will be your
21 position.
22 I'm just asking you based on your 22 years'
23 experience and your being the president, according to
24 your LinkedIn, isn't it true that CRC provided specific
25 payment instructions --

1 MR. WEISS: Objection.
2 BY MR. BOYLAN:
3 Q -- to the borrowers with respect to the
4 defaulted debt?
5 MR. WEISS: Objection. Argumentative.
6 THE WITNESS: We did provide instructions. I
7 was just trying to get an understanding of what you were
8 getting at. But we did provide instructions.
9 BY MR. BOYLAN:
10 Q And that was part of the services you provided
11 to the lenders; correct?
12 MR. SCARBOROUGH: Objection to the form of the
13 question.
14 THE WITNESS: I believe -- it was a service
15 that we were providing to the borrower to provide the
16 requested information.
17 BY MR. BOYLAN:
18 Q You were being paid by the lender to do these
19 services; correct?
20 A We were paid by the lender to do -- to conduct
21 the foreclosure.
22 Q And all the services related to it, such as
23 providing payment information; correct?
24 A That was part of the service we provided, to
25 provide quotes, yes.

1 for a "yes" or "no."
2 Could you read it back, please?
3 (Record read as follows:
4 "Q So let's look at Exhibit 5. This letter,
5 which begins with the statement 'We are a debt
6 collector. This is an attempt to collect a debt,'
7 in this letter on behalf of the lender, CRC was
8 providing to the defaulted borrower the dollar
9 amount required to pay off the loan; true?")
10 MR. WEISS: Same objection.
11 THE WITNESS: I think my answer would be the
12 same, sir. I --
13 BY MR. BOYLAN:
14 Q Are you able to answer "yes" or "no"?
15 A No.
16 Q Okay. In addition, CRC, with respect to the
17 defaulted debt, was providing the defaulted borrower
18 specific breakdown of fees and costs that were included
19 in the payoff amount, as shown on page 2; correct?
20 A Correct.
21 Q And do any of those dollar figures on page 2 --
22 page 2 include fees or costs related to the work of CRC?
23 MR. WEISS: Objection. Vague and ambiguous.
24 THE WITNESS: Yes.
25 BY MR. BOYLAN:

1 Q Which items?
2 A The anticipated foreclosure cost and possibly a
3 portion -- a portion of the corporate advance balance,
4 but not the total amount.
5 Q What portion would you estimate?
6 A I have no idea.
7 Q What's your best estimate based on typical
8 transactions over your 22 years?
9 A I really have no idea.
10 Q Do you know if it's more or less than 20
11 percent?
12 MR. WEISS: Asked and answered.
13 THE WITNESS: I don't know, because I don't
14 know what makes up that amount that's reflected there in
15 that corporate advance balance.
16 BY MR. BOYLAN:
17 Q Well, forgive me. I don't mean this in a
18 pejorative sense. But you were the president. Who
19 would know, if not you, ma'am?
20 MR. WEISS: Objection. Asked and answered.
21 THE WITNESS: The lender would know.
22 BY MR. BOYLAN:
23 Q Did your firm add to numbers provided by the
24 lender with respect to its own fees or costs or
25 anticipated fees and costs by CRC? Isn't that part of

1 the work you did, ma'am?
2 A Yes. But it wouldn't be included in that
3 corporate advance balance.
4 Q In fact, let's get a clear record on that,
5 because you mentioned that earlier. You said that when
6 you received payoff and reinstatement information from
7 the lender, you had to do some work on it at CRC before
8 it was passed on to the borrower.
9 Do you remember that testimony?
10 A I do.
11 Q Part of that work was figuring out the fees and
12 costs that CRC was going to charge, which would be added
13 to the balance; correct?
14 A Added to -- to the payoff amount or
15 reinstatement amount?
16 Q Yes.
17 A Yes, that would be correct.
18 Q Now, ma'am, your firm, with respect to as a
19 general practice, but also as reflected in Exhibit 5,
20 would actually invite the defaulted borrowers to contact
21 CRC regarding the defaulted debt; correct?
22 MR. WEISS: Objection to the form of the
23 question.
24 MR. SCARBOROUGH: Join.
25 THE WITNESS: To invite to discuss the -- the

1 information that we were provided, yes.
2 BY MR. BOYLAN:
3 Q And that -- all of that information was related
4 to the defaulted debt; correct? It wasn't about
5 Disneyland or a trip to Europe next summer; it was about
6 the defaulted debt; correct?
7 MR. SCARBOROUGH: Objection.
8 MR. WEISS: Object to the form.
9 MR. SCARBOROUGH: Argumentative.
10 MR. WEISS: Argumentative.
11 MR. SCARBOROUGH: Asked and answered.
12 MR. WEISS: Join.
13 THE WITNESS: It would be to discuss the
14 information provided in the quote, whether it was a
15 payoff quote or reinstatement quote, no other aspects
16 regarding the loan.
17 BY MR. BOYLAN:
18 Q But it was a loan that was in default, which is
19 why they were adding interest and different figures to
20 the payoff amount; correct?
21 A I'm sorry. Repeat the question.
22 MR. BOYLAN: Please.
23 (Record read as follows:
24 "Q But it was a loan that was in default,
25 which is why they were adding interest and

1 A Because the only time that we would provide a
2 payoff figure is if we were requested by the borrower.
3 And so if you're referring to them contacting us, it
4 would be as a result of them initially contacting us for
5 the information.
6 So the invitation, as you call it, would be for
7 them to call regarding this particular quote.
8 Q Okay. Looking at the last page of Exhibit 5,
9 Bates No. 371, I -- I just want to ask you if this is an
10 invitation or not, according to your understanding and
11 based on your 22 years of experience. It says there,
12 "We suggest that you contact California Reconveyance at
13 the address or telephone number on this letter to verify
14 the exact amount necessary to pay off your loan number
15 more than 24 hours before you make that payment."
16 Now, to your understanding, is that an
17 invitation --
18 MR. SCARBOROUGH: Objection.
19 BY MR. BOYLAN:
20 Q -- to a borrower in default to contact CRC?
21 MR. SCARBOROUGH: Objection. Asked and
22 answered.
23 MR. WEISS: Join.
24 BY MR. BOYLAN:
25 Q That specific language.

1 A It's a suggestion for the borrower or whomever
2 receives this quote to call to verify the amounts
3 reflected if it's more than 24 hours than making the
4 payment.
5 Q And that was a policy and practice of CRC for
6 all of its work at that time to -- to make that
7 suggestion to the defaulted borrowers; correct?
8 A At the time of this payoff quote, it does
9 appear that that language is reflected there. So in
10 2011, that would have been true.
11 Q For how many years was that true?
12 A I don't know.
13 Q Do you have any reason to believe there was a
14 time when it was not true?
15 A I don't know when that language was added to
16 the quote. So I'm not sure if it's always been there or
17 if it was added at some point.
18 Q Thank you for that. Again, it's not an answer
19 to my question.
20 My question is, do you have any reason to
21 believe there was a time in your history at CRC where
22 that suggestion was not included?
23 MR. WEISS: Object to the form of the
24 question.
25 THE WITNESS: I'm not sure.

1 BY MR. BOYLAN:
2 Q Now, as reflected in this letter, Exhibit 5, to
3 my clients, it was the policy and practice of CRC to --
4 with respect to the payment instructions, that the
5 defaulted borrowers were told to make their payments --
6 to send their payments to CRC, not the lender; correct?
7 MR. WEISS: Object to the form of the question.
8 MR. SCARBOROUGH: Join.
9 THE WITNESS: Was the question make the
10 payments and send?
11 BY MR. BOYLAN:
12 Q Send. No, it was only send.
13 A Okay.
14 MR. BOYLAN: Could you read it back, please?
15 MR. WEISS: No, it wasn't. It was about --
16 (Record read as follows:
17 "Q Now, as reflected in this letter, Exhibit
18 5, to my clients, it was the policy and practice of
19 CRC to -- with respect to the payment instructions,
20 that the defaulted borrowers were told to make
21 their payments -- to send their payments to CRC,
22 not the lender; correct?")
23 MR. BOYLAN: Thank you. And I correct it. And
24 I apologize.
25 Q My question only relates to send. As reflected

on this letter, it was the policy and practice of CRC to instruct the defaulted borrowers to send their payments on the defaulted debt to CRC; correct? Yes or no, please.

A It was -- it's not yes or no, because it's not payments; it's to send the payoff to CRC.

Q So is that yes, then, with your correction?

A It would be the payoff -- based on this quote, the payoff funds -- the borrower was instructed to send the payoff funds to the attorney, trustee office listed on this letter, which is CRC.

Q And that was the policy and practice of CRC, at least as of the date of this letter, with respect to its business, including Nevada, as shown by the address on this letter; correct?

A Yes. As of the date of this letter, yes.

Q And do you have any reason to believe that there was a prior time when that was not the policy and practice of CRC?

MR. SCARBOROUGH: Objection. Asked and answered.

MR. WEISS: Join.

THE WITNESS: I -- I don't know if it was prior. I know that there was a time that it probably was not the instruction in the letter.

1 MR. SCARBOROUGH: Vague and ambiguous.
2 Compound.
3 THE WITNESS: Could you read that question for
4 me, please?
5 (Record read as follows:
6 "Q Okay. CRC was involved on behalf of the
7 lenders in seeking an agreement to reinstate the
8 loan or pay off the loan or modify the loan through
9 mediation in Nevada; correct?")
10 MR. WEISS: Same objection.
11 MR. SCARBOROUGH: Join.
12 THE WITNESS: No, that would be incorrect.
13 BY MR. BOYLAN:
14 Q Why?
15 A Because CRC didn't participate in those
16 activities.
17 Q Item -- the item created on Exhibit 6,
18 October -- 10-18, "FedEx election and check to Nevada
19 office."
20 Your firm was paying for -- to mediate with the
21 borrower regarding the defaulted debt; correct?
22 A I'm not sure exactly what that refers to.
23 There was a mediation program in Nevada that there were
24 forms that had to be submitted to the Nevada mediation
25 office. But just as a matter of practice, CRC

1 forwarding those forms and any funds that needed to
2 accompany those forms would have been our only
3 participation. We did not discuss reinstatement or
4 mediation or workouts with the borrower as a result.
5 Q But mediations were actually attended by either
6 CRC or an attorney for CRC; correct?
7 A No.
8 Q Who attended on behalf of the lender with
9 respect to Nevada mediations, ma'am?
10 A The lender.
11 Q Why did your firm pay the fee in order to
12 mediate regarding the defaulted debt with the borrower,
13 including the Moores?
14 A As part of the foreclosure, being able to
15 proceed with foreclosure, the mediation had to be
16 completed prior to proceeding. So we would submit the
17 necessary forms to the Nevada mediation office and any
18 funds that needed to accompany that.
19 Q But I don't understand why you did that. There
20 was lawyers; you said a Chase lawyer attended; Chase
21 could have done it; their lawyers could have done it.
22 That's what I'm trying to get at. Why would CRC --
23 MR. WEISS: Objection.
24 BY MR. BOYLAN:
25 Q -- get involved with that, ma'am?

1 MR. WEISS: Same objection.
2 THE WITNESS: I wouldn't be able to provide
3 that either.
4 (Plaintiffs' Exhibit 8 was marked for
5 identification.)
6 BY MR. BOYLAN:
7 Q Take a look, please, ma'am, at what I've marked
8 as Exhibit 8, Bates No. 612, provided by CRC in this
9 case. It's a single page from a lengthy contract
10 document, which you may or may not have seen recently.
11 I think you said you did review some contract
12 documentation in preparation for your deposition. I
13 apologize if I'm wrong about that. But I didn't copy
14 the whole thing on this -- I might have it here
15 somewhere. But this is a single page because I wanted
16 to ask you some specific questions if -- and I'll make
17 those representations to you. But if you're unable to
18 answer, then we'll just swap it out in a series of
19 questions under oath.
20 MR. SCARBOROUGH: The shading is, again, your
21 highlighting?
22 MR. BOYLAN: Yes.
23 MR. SCARBOROUGH: I may have an objection about
24 showing her an incomplete document. But I'm willing to
25 go question by question here. So let's see what your

1 interest is, whether --
2 BY MR. BOYLAN:
3 Q Okay. Do you recognize the document at all,
4 ma'am?
5 A Um, yes. It looks familiar.
6 Q Is this one of the documents or a page of one
7 of the documents you reviewed in preparation for your
8 deposition?
9 A I believe we looked at the entire document. I
10 don't --
11 Q Good. I thank you for that. Yeah. All right.
12 So that said, there's an item there,
13 "Bankruptcy/Foreclosure Reinstatements/Payoffs." And it
14 goes on from there.
15 Do you see that heading under Arabic number 2?
16 A Yes.
17 Q These were contractual obligations that were
18 imposed upon CRC by the lender, Chase; correct?
19 MR. SCARBOROUGH: Object to the form of the
20 question.
21 THE WITNESS: These were requirements outlined
22 in the -- the agreement that this document comes from,
23 yes.
24 BY MR. BOYLAN:
25 Q And one of the requirements was that all the

1 MR. SCARBOROUGH: So let's --
2 MR. BOYLAN: And still be friends.
3
4 EXAMINATION
5 BY MR. SCARBOROUGH:
6 Q Let's have you take a look at Exhibit 19. I'm
7 going to represent to you, Ms. Brignac, that this is a
8 copy of your LinkedIn profile that we had printed out of
9 LinkedIn in this office at about the noon hour this
10 afternoon. And I simply want -- have I shown this to
11 you before? Have you looked at this?
12 A No.
13 Q No.
14 I want to take you down to where it says,
15 "President." Do you see any reference to California
16 Reconveyance Company there?
17 A Yes.
18 Q And what does it say there?
19 A "California Reconveyance Company - Chase."
20 Q Okay. Let me show you what's been marked as
21 Exhibit 1, which is the copy of your LinkedIn profile
22 that Mr. Boylan showed to you at the outset of the
23 deposition.
24 Do you recall seeing that?
25 A Yes.

1 Q Can you explain -- do you have any idea why
2 Mr. Boylan's version doesn't have "California
3 Reconveyance Company - Chase" under "President," and the
4 one that we had printed out at the noon hour does?
5 A No.
6 MR. SCARBOROUGH: That's all I have.
7 MR. BOYLAN: Yeah, ma'am. It looks like there
8 was a copying error. I apologize for it. But you
9 straightened it out. So I'm fine with that, Counsel.
10 Thank you very much.
11 Now did you want to talk about a stipulation?
12 MR. SCARBOROUGH: What stipulation?
13 MR. BOYLAN: With respect to the transcript,
14 sir.
15 MR. SCARBOROUGH: We'll read and sign.
16 MR. BOYLAN: Okay. And, typically, at least in
17 California, and generally in Nevada, in my experience,
18 we will stipulate to relieve the court reporter of her
19 duty to retain the original; to the extent that applies
20 here, we've got Nevada litigation, but we've got a
21 deposition taken in California.
22 MR. SCARBOROUGH: I'm fine with that.
23 MR. BOYLAN: All right. So the -- the general
24 rules -- or excuse me -- the general portions of the
25 stipulation are that she will be relieved; I will -- it

REPORTER'S CERTIFICATE

I, LISA T. OWEN, CSR No. 4475, Certified Shorthand Reporter, certify:

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

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

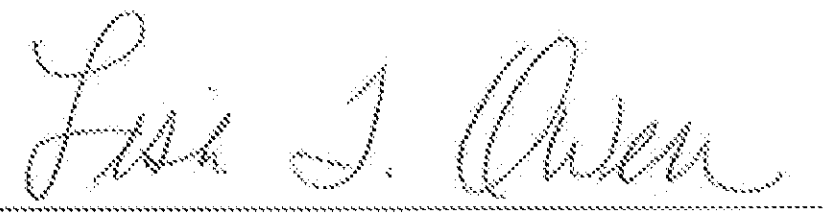
That the foregoing is a true and correct transcript of my shorthand notes so taken.

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

Further, that if the foregoing pertains to the original transcript of a deposition in a Federal Case, before completion of the proceedings, review of the transcript (X) was ( ) not requested.

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

Dated this 20th day of September, 2016.



LISA T. OWEN
CSR No. 4475

EXHIBIT "L"

1 DISTRICT COURT

2 CLARK COUNTY, NEVADA

3

4 JEFFREY BENKO, a Nevada resident;)
CAMILO MARTINEZ, a California)
5 resident; et al.;)
)
6 Plaintiffs,)
)
7 v.) Case No.: A-11-
) 649857-C
8 QUALITY LOAN SERVICE CORPORATION, a)
California Corporation; MTC) Dept. 19
9 FINANCIAL, INC. dba TRUSTEE CORPS, a)
California Corporation; et al.;)
10)
Defendants.)
11)

12

13

14 VIDEOTAPED DEPOSITION OF

15 COLLEEN IRBY

16 LOS ANGELES, CALIFORNIA

17 WEDNESDAY, FEBRUARY 22, 2017

18

19

20

ATKINSON-BAKER, INC.
21 COURT REPORTERS
(800)288-3376
22 www.depo.com

23

Reported by: Carolyn A. Rosenberg, CSR No. 13738
24 Job No.: AB02004

25

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a California resident; et al.; Plaintiffs, v. QUALITY LOAN SERVICE CORPORATION, a California Corporation; MTC FINANCIAL, INC. dba TRUSTEE CORPS, a California Corporation; et al.; Defendants.	Case No.: A-11-649857-C Dept. 19

Videotaped deposition of COLLEEN IRBY, taken on behalf of the Plaintiffs, at 333 South Hope Street, 29th Floor, Los Angeles, California, commencing at 11:40 a.m., on Wednesday, February 22, 2017, reported by Carolyn A. Rosenberg, CSR No. 13738, a Certified Shorthand Reporter for the State of California.

1 A P P E A R A N C E S

2

3 FOR PLAINTIFFS:

4 LAW OFFICE OF NICHOLAS A. BOYLAN, APC
BY: NICHOLAS A. BOYLAN, ATTORNEY AT LAW
5 444 West C Street
Suite 405
6 San Diego, California 92101

7

8 FOR DEFENDANT CALIFORNIA RECONVEYANCE COMPANY:

9 BRYAN CAVE, LLP
BY: KATHRYN BROWN, ASSOCIATE
10 Two North Central Avenue
Suite 2200
11 Phoenix, Arizona 85004

12

13 FOR DEPONENT COLLEEN IRBY:

14 KIRKLAND & ELLIS, LLP
BY: JONATHAN M. WEISS, ATTORNEY AT LAW
15 333 South Hope Street
29th Floor
16 Los Angeles, California 90071

17

18

19 ALSO PRESENT: Alan Hernandez, Video Solutions, LLC

20

21

22

23

24

25

1 fair? 11:46:43
2 A Yes. 11:46:43
3 Q Thank you very much. What was your last 11:46:46
4 position with California Reconveyance Company? 11:46:49
5 A Operations manager. 11:46:50
6 Q What does that mean in terms of your scope of 11:46:54
7 responsibilities? 11:46:54
8 A I was in charge of the group that received 11:46:59
9 foreclosure referrals and reviewed trustee sale 11:47:04
10 guarantees and handled title issues on foreclosure 11:47:07
11 properties. 11:47:08
12 Q When you say receive the referral, is that -- 11:47:10
13 was that the end of your responsibility, or was it -- you 11:47:13
14 were the operations manager for all actions taken with 11:47:17
15 respect to the referral? 11:47:19
16 MS. BROWN: Objection; compound. 11:47:21
17 THE WITNESS: Receiving the referral means to open a 11:47:24
18 foreclosure file, record the notice of default. And my 11:47:29
19 group also sent out the notices for the foreclosure for 11:47:33
20 the first phase of the foreclosure. 11:47:35
21 BY MR. BOYLAN: 11:47:35
22 Q How big was your group at its height, meaning 11:47:38
23 when it had the greatest number of people while you were 11:47:43
24 there? 11:47:46
25 A Probably 30. 11:47:47

1 Q And where was the -- where were they located? 11:47:50
2 A Northridge, California. 11:47:52
3 Q How many of those people -- let's say, in your 11:47:54
4 last year of being the operations manager, how many of 11:47:59
5 those people had permission to speak by telephone to 11:48:04
6 debtors? 11:48:05
7 A All of them. 11:48:10
8 Q And why was that? Why was that the policy that 11:48:13
9 they all had permission to speak to debtors by telephone? 11:48:17
10 A Well, if a -- a borrower called the office, 11:48:21
11 everyone in the office was able to take the call and get 11:48:25
12 the information from the borrower that they needed to 11:48:29
13 have answered, whether we could answer that question or 11:48:33
14 not. 11:48:33
15 Q And if your -- if your staff, say, approximately 11:48:38
16 30 people had information and could respond and provide 11:48:42
17 that information to the debtors, they had permission to 11:48:44
18 do that by telephone as well? 11:48:47
19 A Yes. 11:48:47
20 Q Would you please take a look with me at what's 11:48:50
21 been marked as Exhibit 1. 11:48:52
22 (Whereupon, Plaintiffs' Exhibit 1 was marked 11:48:52
23 for identification.) 11:48:52
24 BY MR. BOYLAN: 11:48:54
25 Q I'm going off subject for a moment, if I may. 11:49:04

1 This is a document in the lawsuit that's been filed or 11:49:07
2 submitted by California Reconveyance Company. And I want 11:49:12
3 to direct your attention briefly to Number 4, Paragraph 11:49:20
4 Number 4 on the second page of Exhibit 1. 11:49:22
5 On the -- this document is called California 11:49:24
6 Reconveyance Company's Statement of Compliance following 11:49:27
7 the January 11th, 2017, hearing before the discovery 11:49:30
8 commissioner. 11:49:33
9 Number 4 there refers to Domingo Santos, 11:49:36
10 Paragraph Number 4 on Page 2, who, as indicated, oversaw 11:49:39
11 CRC's bank accounts and reimbursement of payment of costs 11:49:41
12 and fees during his tenure at CRC. 11:49:45
13 Do you remember Mr. Santos? 11:49:46
14 A I do. 11:49:47
15 Q What do you recall was his last position that 11:49:50
16 you're aware of while you were there? 11:49:52
17 A I don't know what his actual position name was, 11:49:55
18 but he basically oversaw the accounting group, the bank 11:50:02
19 accounts and -- 11:50:03
20 Q How long did he hold that position, do you know? 11:50:06
21 A I don't know. 11:50:08
22 Q How long was he there overlapping with you, 11:50:10
23 meaning during your tenure there, if you can estimate, 11:50:14
24 please? 11:50:16
25 A He was there when I started in 1999. He was not 11:50:19

1 there at the end, but I don't know exactly when he 11:50:23
2 stopped being there. 11:50:25
3 Q Would you estimate that it was a couple years 11:50:28
4 before you left that he had moved on? 11:50:34
5 A Probably less than two years. 11:50:39
6 Q When money was received for reinstatement or 11:50:45
7 payoff of defaulted loans, would it go directly to 11:50:49
8 Mr. Santos's group, or how was that handled procedurally? 11:50:54
9 MR. WEISS: Objection -- 11:50:55
10 MS. BROWN: Objection -- 11:50:55
11 MR. WEISS: -- to the form of the question. 11:50:57
12 MS. BROWN: -- compound and foundation. 11:51:00
13 THE WITNESS: To my knowledge, Mr. Santos wasn't part 11:51:03
14 of the group that would have handled that. He wasn't 11:51:05
15 part of the support team as far as I know, and the money 11:51:14
16 would have gone to the support team. 11:51:16
17 BY MR. BOYLAN: 11:51:16
18 Q The support team had a discrete name outside the 11:51:20
19 accounting department? I'm just trying to understand how 11:51:22
20 the unit's divided up. 11:51:22
21 A They weren't under me, so I called them the 11:51:24
22 support team. I don't know what else to call them. 11:51:27
23 Q And who is -- during the last part of your 11:51:29
24 tenure at CRC, who was the head of the support team? 11:51:34
25 A Huey Chiu. They reported to her. 11:51:37

1 Q That's a female, Huey? 11:51:41
2 A Huey, W- -- or, excuse me. H-u-e-y. 11:51:45
3 Q Okay. I see. Huey Chiu? 11:51:48
4 A Yes. 11:51:48
5 Q So take me through the process, if you would, 11:52:05
6 please, Ms. Irby. If money was received for 11:52:09
7 reinstatement or payoff of defaulted loans by CRC, would 11:52:14
8 it first come through the mailroom to your group, or 11:52:18
9 would the mailroom effectively direct it directly to the 11:52:22
10 support team for processing? 11:52:25
11 MS. BROWN: Objection; compound and foundation. 11:52:27
12 MR. WEISS: Objection; lacks foundation. 11:52:28
13 THE WITNESS: All I can tell you is it didn't come to 11:52:31
14 my group. It -- I don't know if it went somewhere 11:52:34
15 before, but it did not come to my group. 11:52:37
16 BY MR. BOYLAN: 11:52:37
17 Q You were there for 20 -- how many years? 11:52:42
18 A About 15. 11:52:44
19 Q About 15 years? 11:52:45
20 A 1999, yeah. 11:52:46
21 Q And what was your last year? 11:52:49
22 A With CRC? 11:52:50
23 Q Yes, ma'am. 11:52:52
24 A 2013. 11:52:59
25 Q Is it -- is it your testimony -- I just want to 11:53:01

1 make sure I understand -- you have no knowledge of how 11:53:03
2 the money was processed when it came in the door for 11:53:06
3 reinstatement or payoff of defaulted debts? 11:53:09
4 MS. BROWN: Objection. 11:53:09
5 MR. WEISS: Objection; mischaracterizes prior 11:53:12
6 testimony and to the extent it's been asked and answered. 11:53:13
7 Objection; lacks foundation. 11:53:14
8 MS. BROWN: Join. 11:53:16
9 THE WITNESS: I -- the processing of any funds was 11:53:19
10 not under my group. 11:53:20
11 BY MR. BOYLAN: 11:53:20
12 Q Understood, but that's not what I'm asking you. 11:53:24
13 I'm saying, do you have no knowledge of it whatsoever? 11:53:26
14 Is that your testimony? 11:53:28
15 A That's what I'm saying, yes. 11:53:29
16 Q What's your estimate of the number of people 11:53:46
17 that were within the support team around the time of the 11:53:50
18 end of your term at CRC in 2013? 11:54:00
19 A Maybe five or six. 11:54:05
20 Q And what names of those participants can you 11:54:07
21 recall as you sit here? 11:54:15
22 A Zelma Thorpes. Smirna -- I can't remember her 11:54:25
23 last name. I can't remember any other names. 11:54:43
24 Q Have you stayed in contact in any way with 11:54:45
25 Zelma? 11:54:45

1 A It was 2009 or '10, around in there. 11:57:37
2 Q And what was your immediately preceding position 11:57:40
3 at CRC? 11:57:41
4 A I was a supervisor. 11:57:44
5 Q Of what? 11:57:45
6 A Basically, the same unit that I was becoming the 11:57:48
7 manager for. 11:57:48
8 Q Was it simply a title change, or was it a 11:57:52
9 responsibility change as well? 11:57:52
10 A It was responsibility, too. 11:57:54
11 Q How did your responsibility expand? 11:57:57
12 A I was more in charge of procedures and training, 11:58:03
13 making sure everybody was trained in whatever position 11:58:07
14 they were hired for. 11:58:10
15 Q Did that include training with respect to 11:58:11
16 telephone communications with debtors? 11:58:16
17 A No. 11:58:17
18 Q Who, if anyone, performed that training for your 11:58:20
19 unit? 11:58:28
20 A I don't remember. 11:58:32
21 Q What's your estimate of the average number of 11:58:34
22 telephone communications that your unit had with debtors 11:58:37
23 during the last several months of your tenure? 11:58:40
24 A My unit had very few calls because they were 11:58:43
25 right at the beginning of the foreclosure. Most of the 11:58:48

1 calls were later in the foreclosure when the sale was 11:58:51
2 scheduled. That was normally when the homeowners would 11:58:55
3 call in. 11:58:58
4 A lot of the calls that we would get would be 11:59:00
5 just that the homeowner received the notice of default 11:59:03
6 and wanted to know who to contact at the bank in order to 11:59:13
7 get a modification or some kind of forbearance. So they 11:59:21
8 were normally calls that they would just pass on to the 11:59:23
9 client. 11:59:27
10 Q And what's your estimate? 11:59:30
11 A An estimate, like a daily estimate? 11:59:32
12 Q You could do it weekly or monthly, whatever is 11:59:35
13 more -- most comfortable for your recollection. 11:59:38
14 MR. WEISS: Object to the form of that question, what 11:59:41
15 time frame you're talking about. 11:59:44
16 MS. BROWN: Join. 11:59:45
17 THE WITNESS: Monthly, I'd say maybe 10 calls. 11:59:53
18 BY MR. BOYLAN: 11:59:53
19 Q How is it that you're aware that calls were 11:59:57
20 passed on to other units? 12:00:01
21 MS. BROWN: Objection; misstates her testimony. 12:00:03
22 THE WITNESS: I don't understand what you're -- 12:00:07
23 BY MR. BOYLAN: 12:00:07
24 Q I'm sorry either. I apologize. I thought you 12:00:09
25 said that most of the calls weren't handled by your unit; 12:00:13

1 they were passed on to other units. 12:00:16
2 A That's not what I meant. I meant that they 12:00:18
3 would take the call, and the person calling would want 12:00:22
4 information about who to contact for help with their 12:00:26
5 default. So they would give them the number for the 12:00:30
6 client's modification group or home assistance group, 12:00:35
7 whatever information they had to give them. 12:00:39
8 Q So is your estimate of 10, does that include the 12:00:42
9 calls that were passed on to other units, or is that only 12:00:46
10 the calls that effectively ended with your people? 12:00:52
11 MR. WEISS: Objection -- 12:00:52
12 MS. BROWN: Objection. 12:00:53
13 MR. WEISS: -- to the form of question, vague and 12:00:54
14 ambiguous. 12:00:56
15 MS. BROWN: Compound, misstates her testimony. 12:00:58
16 THE WITNESS: I'm not understanding where you're 12:01:02
17 saying that it's being passed on. 12:01:05
18 If they got the call, they would help the 12:01:07
19 borrower by giving them the information to contact the 12:01:11
20 client for either homeowner's assistance or modification, 12:01:16
21 whatever phone numbers they had for the client to give to 12:01:18
22 them. 12:01:19
23 BY MR. BOYLAN: 12:01:19
24 Q What about if the debtor in default was seeking 12:01:23
25 to communicate with CRC about reinstatement or payoff? 12:01:27

1 Would that be passed on by your unit to the support team? 12:01:32
2 A It wouldn't -- 12:01:33
3 MR. WEISS: Object to the form of the question. 12:01:34
4 THE WITNESS: It wouldn't have come to my unit. 12:01:37
5 BY MR. BOYLAN: 12:01:37
6 Q How do you know that? 12:01:39
7 A It would have gone to the unit that handled the 12:01:42
8 reinstatement of payoffs. 12:01:44
9 Q How do you know that? -- is my question. For 12:01:46
10 example, maybe you're aware of a policy or procedure that 12:01:49
11 every call was routed through reception, and reception 12:01:52
12 would screen those calls first and direct them. 12:01:55
13 So I'm curious how you would know that if 12:01:59
14 you're -- you're totally insular in your unit, you don't 12:02:02
15 know anything about anything else that -- that happened 12:02:05
16 at CRC. 12:02:06
17 MR. WEISS: Object to the form of the question. 12:02:08
18 MS. BROWN: Join. 12:02:08
19 THE WITNESS: If somebody in my unit got a call, they 12:02:13
20 would have transferred them to the support group that 12:02:14
21 handled reinstatement quotes, but I don't know that they 12:02:16
22 ever got those calls. 12:02:18
23 BY MR. BOYLAN: 12:02:18
24 Q Well, again, let's get back to my question. How 12:02:21
25 do you know that those calls would have never been routed 12:02:24

1 to your unit in the first place? 12:02:27
2 MR. WEISS: Objection to the extent it's been asked 12:02:29
3 and answered and lacks foundation. 12:02:31
4 MS. BROWN: Join. 12:02:31
5 THE WITNESS: I don't know that they would have -- 12:02:32
6 wouldn't have been sent to my unit in error. But if my 12:02:37
7 group had gotten them, they would have transferred them 12:02:40
8 to the correct group. 12:02:41
9 BY MR. BOYLAN: 12:02:41
10 Q So now you're saying in error. So let me ask 12:02:44
11 you this: Is it your understanding that the policy of 12:02:44
12 CRC was to screen all incoming calls regarding 12:02:46
13 reinstatement and payoff at the receptionist's level and 12:02:50
14 direct them to the support team? 12:02:54
15 MS. BROWN: Objection; misstates her testimony. 12:02:56
16 THE WITNESS: If a call came in and they asked for a 12:02:59
17 reinstatement or payoff quote, it would have gone to the 12:03:02
18 quote group. 12:03:03
19 BY MR. BOYLAN: 12:03:03
20 Q And now my question is, how do you know that? 12:03:06
21 A Because that's how it happened. 12:03:09
22 Q And that's from your experience -- 12:03:10
23 A That's from my -- 12:03:16
24 Q -- observation, 15 years of being at the 12:03:16
25 company, correct? 12:03:18

1 MS. BROWN: Join. 12:20:35
2 THE WITNESS: I would say it's more than two, yes. 12:20:38
3 BY MR. BOYLAN: 12:20:38
4 Q Okay. In your current work, you and/or your 12:20:45
5 company are involved in collecting money, acting as a 12:20:54
6 collection agent through nonjudicial foreclosure, 12:20:58
7 correct? 12:21:00
8 MS. BROWN: Objection; foundation. 12:21:00
9 MR. WEISS: Objection; lacks foundation, assumes 12:21:01
10 facts not in evidence. 12:21:01
11 MS. BROWN: Calls for a legal conclusion. 12:21:01
12 THE WITNESS: I work for S.B.S. Trust Deed Network. 12:21:05
13 We are a foreclosure trustee and not a collection agent. 12:21:12
14 MR. BOYLAN: Move to strike as nonresponsive. 12:21:14
15 Q My question, if you could answer it, please, it 12:21:16
16 calls for a yes or a -- 12:21:18
17 MR. WEISS: Objection. It was absolutely responsive. 12:21:18
18 MR. BOYLAN: -- no. 12:21:18
19 Could you read it back, please. 12:21:22
20 (Whereupon, the record was read.) 12:21:42
21 MR. BOYLAN: Through nonjudicial foreclosure -- 12:21:45
22 COURT REPORTER: Thank you. 12:21:45
23 MR. BOYLAN: -- Carolyn. 12:21:45
24 MR. WEISS: Same objection and object to the form of 12:21:47
25 the question. 12:21:48

1 MS. BROWN: Join. 12:21:52
2 THE WITNESS: As S.B.S. Trust Deed Network, we're a 12:21:55
3 foreclosure trustee, and we are not a collection agent. 12:21:59
4 BY MR. BOYLAN: 12:21:59
5 Q Your firm performs collections through 12:22:02
6 nonjudicial foreclosure; is that correct? 12:22:05
7 MR. WEISS: Objection. 12:22:05
8 MS. BROWN: Objection. 12:22:05
9 MR. WEISS: Back to the form of the question, asked 12:22:07
10 and answered. 12:22:08
11 MS. BROWN: Misstates her testimony. 12:22:12
12 THE WITNESS: We perform nonjudicial foreclosures for 12:22:17
13 our clients in order for them to either -- for them to 12:22:21
14 either sell the property to pay the debt or for them to 12:22:27
15 get a response from the borrower to pay the debt. 12:22:30
16 BY MR. BOYLAN: 12:22:30
17 Q Meaning to pay the money; correct, ma'am? 12:22:32
18 A Yes. 12:22:32
19 Q And that's the same thing you did at CRC, 12:22:36
20 correct? 12:22:37
21 MR. WEISS: Object to the form of the question. 12:22:42
22 THE WITNESS: As our client, we help them to process 12:22:49
23 the foreclosure in order to either sell the property to 12:22:55
24 pay the debt or they get paid by the borrower. 12:22:59
25 BY MR. BOYLAN: 12:22:59

1 Q So is that "yes"? 12:23:01
2 MR. WEISS: Object to the form -- 12:23:03
3 THE WITNESS: We -- 12:23:03
4 MR. WEISS: -- of the question. 12:23:03
5 THE WITNESS: -- don't collect, no. We process the 12:23:06
6 foreclosure. 12:23:06
7 BY MR. BOYLAN: 12:23:06
8 Q So when money came in to CRC for reinstatement 12:23:10
9 and payoff and you or Deborah used a stamp to pass that 12:23:14
10 money on to JPMorgan Chase, your testimony is that was 12:23:19
11 not collecting money from a defaulted borrower, correct? 12:23:23
12 MS. BROWN: Objection. 12:23:23
13 MR. WEISS: Object to the form of the question, lacks 12:23:24
14 foundation. 12:23:25
15 MS. BROWN: Misstates her testimony. 12:23:27
16 THE WITNESS: It was part of a service to our client 12:23:32
17 to send that money to them for them to collect the debt. 12:23:39
18 BY MR. BOYLAN: 12:23:39
19 Q So -- but if CRC deposited it into its account 12:23:43
20 and then you or one of the others used that stamp to send 12:23:46
21 the money from CRC's account, with respect to the 12:23:51
22 defaulted loan, just so I'm clear, your testimony is that 12:23:54
23 was not collecting the money on behalf of the lender, 12:23:58
24 correct? 12:23:58
25 MR. WEISS: Object to the form of the question, lacks 12:23:59

1 COURT REPORTER: It's just that when you guys come in 13:03:33
2 one right on top of the other, it's -- I'm catching up. 13:03:36
3 BY MR. BOYLAN: 13:03:36
4 Q While you were at CRC, can you identify all the 13:03:41
5 computer systems and databases that you utilized? 13:03:45
6 A I think so. 13:03:46
7 Q What are they, please? 13:03:49
8 A CRC's operating system was FANDS. We had 13:03:58
9 clients that used LPS Desktop, and we had clients that 13:04:02
10 used Vendorscape. And there was another one that I don't 13:04:10
11 remember the name of. 13:04:15
12 Q These systems all perform the same functions or 13:04:18
13 different functions? 13:04:19
14 MS. BROWN: Objection; compound. 13:04:21
15 THE WITNESS: FANDS was CRC's operating system. It's 13:04:25
16 where we entered our files and processed our foreclosure 13:04:28
17 documents from. And LPS and Vendorscape were what the 13:04:35
18 lenders used to track and -- to refer foreclosures and to 13:04:39
19 track them. 13:04:46
20 BY MR. BOYLAN: 13:04:46
21 Q During your 15 years that you were with CRC, 13:04:51
22 what's your estimate of the total number of clients CRC 13:04:54
23 had? 13:04:54
24 A Our main client was JPMorgan Chase, and we had 13:05:00
25 different clients when they would sell notes or servicing 13:05:06

1 rights to other clients. And I'd say there were more 13:05:14
2 than five and less than ten, I mean, as a guess. That 13:05:19
3 would be a guess only. 13:05:24
4 Q Of that group of up to 10, who were the biggest 13:05:27
5 that you can recall by name? 13:05:33
6 A Litton Loan Servicing. 13:05:36
7 Q L-i-t-t-o-n? 13:05:40
8 A Yes. Select Portfolio Servicing, I believe, 13:05:45
9 also. Bayview. Those are the only names I remember. 13:05:54
10 Q What's your best estimate of the total number of 13:05:58
11 Nevada files handled by CRC in your last year at CRC? 13:06:03
12 A We weren't handling Nevada in the last year. 13:06:06
13 Q In the last year that Nevada was handled, what's 13:06:08
14 your estimate? 13:06:13
15 A It wasn't very much. We probably got an average 13:06:16
16 of 10 a month. 13:06:24
17 Q What year was that? 13:06:27
18 A I believe it was 2011. 13:06:37
19 Q And during what I'll call the peak years from 13:06:40
20 2007 to 2010 -- 13:06:42
21 A Uh-huh. 13:06:43
22 Q You would agree that was approximately the peak 13:06:45
23 foreclosure years in Nevada? 13:06:47
24 A Yes. 13:06:47
25 Q -- what's your estimate of the total number of 13:06:51

1 Q For what purpose? 13:08:36
2 A To see if work was being done, to make sure that 13:08:40
3 everything was being done as it was supposed to. 13:08:43
4 Q Does that include compliance with laws? 13:08:47
5 MR. WEISS: Objection to the form of the question. 13:08:50
6 THE WITNESS: Reviewing FANDS wouldn't necessarily be 13:08:55
7 for compliance with laws. I would review the actual 13:08:59
8 documents for that. 13:09:02
9 BY MR. BOYLAN: 13:09:02
10 Q What documents would you review for legal 13:09:06
11 compliance? 13:09:07
12 A The notice of default. 13:09:09
13 Q And you did that specifically with respect to 13:09:11
14 compliance with Nevada law for Nevada files? 13:09:16
15 A Yes. 13:09:16
16 Q Did you do that while you were a supervisor, the 13:09:21
17 years that you were a supervisor, or did that become your 13:09:25
18 responsibility only after you became the operations 13:09:26
19 manager? 13:09:27
20 A It was both. 13:09:28
21 Q So for how many years then did you have 13:09:31
22 responsibility for documents complying with Nevada law? 13:09:36
23 MR. WEISS: Object to the form of the question to the 13:09:38
24 extent it calls for a legal conclusion. 13:09:40
25 THE WITNESS: It would have been from the time I 13:09:42

1 started until we stopped processing Nevada files. 13:09:46
2 BY MR. BOYLAN: 13:09:46
3 Q So is that all of your 15 years at CRC? 13:09:51
4 A No, we stopped, I believe, in 2011. 13:09:53
5 Q So it would be 1999 to 2011 you had that 13:09:57
6 responsibility? 13:09:57
7 A Yes. 13:09:57
8 Q And who trained you with respect to Nevada law 13:10:02
9 so that you could perform that compliance work? 13:10:06
10 MR. WEISS: Object to the form of the question and to 13:10:08
11 the extent it calls for privileged information. 13:10:10
12 MS. BROWN: Join. 13:10:11
13 THE WITNESS: I don't remember who trained me. 13:10:15
14 BY MR. BOYLAN: 13:10:15
15 Q Did anyone train you? 13:10:16
16 A Yes, it -- I don't remember who it was, though. 13:10:18
17 Q Was it a lawyer or a nonlawyer? 13:10:21
18 A Nonlawyer. 13:10:24
19 Q Who are the possible candidates? 13:10:27
20 A It would have either been Deborah, Huey or 13:10:30
21 Karime Arias. She was the other supervisor when I 13:10:33
22 started. 13:10:33
23 Q What is her last name? 13:10:34
24 A Arias. 13:10:36
25 Q First name? 13:10:37

1 CRC? 13:17:53
2 MS. BROWN: Objection; lacks foundation. 13:17:54
3 THE WITNESS: I have no idea. 13:17:56
4 BY MR. BOYLAN: 13:17:56
5 Q I -- forgive me. I'm not trying to argue with 13:18:01
6 you, but you rolled your eyes. Is that because there was 13:18:02
7 a large number of checks, and the question was, 13:18:05
8 therefore, difficult or what -- 13:18:06
9 A It was because it was -- 13:18:08
10 MR. WEISS: Objection; argumentative. 13:18:10
11 THE WITNESS: It was a long time ago, and I really 13:18:13
12 don't remember. 13:18:14
13 BY MR. BOYLAN: 13:18:14
14 Q Can you estimate whether it was hundreds per 13:18:17
15 year? 13:18:17
16 MR. WEISS: Objection; asked and answered. 13:18:18
17 MS. BROWN: Join. 13:18:19
18 THE WITNESS: I was the third signer for checks, so I 13:18:22
19 very rarely signed them. 13:18:24
20 BY MR. BOYLAN: 13:18:24
21 Q To the best of your knowledge, who signed the 13:18:27
22 majority of checks for CRC -- 13:18:30
23 MR. WEISS: Objection; lacks foundation. 13:18:31
24 BY MR. BOYLAN: 13:18:31
25 Q -- all checks? 13:18:34

1 A Deborah Brignac and Huey Chiu. 13:18:38
2 Q Where is Huey Chiu today? Do you know? 13:18:40
3 A I have no idea. 13:18:41
4 Q When is the last time you spoke with her? 13:18:45
5 A At the funeral that was a few months after ALAW 13:18:51
6 closed down. 13:19:08
7 Q Did anyone within your ever responsibility 13:19:24
8 occasionally use Vendorscape to communicate receipt of 13:19:29
9 funds -- 13:19:31
10 MS. BROWN: Objection. 13:19:31
11 BY MR. BOYLAN: 13:19:31
12 Q -- from a defaulted borrower? 13:19:33
13 MR. WEISS: Objection to the form of the question. 13:19:37
14 THE WITNESS: If the file was on Vendorscape and we 13:19:41
15 received funds, it probably would have been put in there. 13:19:43
16 BY MR. BOYLAN: 13:19:43
17 Q In fact, that was the policy and the practice, 13:19:46
18 correct? 13:19:46
19 A I don't know. I wasn't over that group. 13:19:51
20 (Whereupon, Plaintiffs' Exhibit 9 was marked 13:20:55
21 for identification.) 13:20:55
22 BY MR. BOYLAN: 13:20:55
23 Q Will you take a look, please, and flip through 13:20:59
24 the pages of Exhibit 9. 13:21:08
25 MS. BROWN: They're separate documents. 13:22:56

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 10:29 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANTS' APPENDIX

VOLUME 20

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 2018-08228

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

	for them to collect the debt."	
50.	According to CRC's Operations Manager, CRC's "main client was JPMorgan Chase" and CRC had "different clients when they [*sic*] would sell notes or servicing rights to other clients." She estimates CRC had more than 5 and less than 10 clients (in addition to Chase). These other clients included Litton Loan Servicing, Select Portfolio Servicing, and Bayview.	**Exhibit "L"** (Colleen Irby's Deposition), at pp. 70-71.
51.	When CRC divested itself of its Nevada foreclosure files toward the very end of 2011, CRC stopped receiving Nevada foreclosure files and sent open foreclosure files to an attorney firm (likely Tiffany & Bosco).	**Exhibit "L"** (Colleen Irby's Deposition), at pp. 83-84.
52.	CRC's Operations Manager would review documents, including notices of default, for compliance with Nevada law for Nevada files. CRC's Operations Manager was trained on compliance with Nevada law by a non-lawyer (either Ms. Brignac, Huey Chiu, or Karime Arias).	**Exhibit "L"** (Colleen Irby's Deposition), at pp. 73-74.
53.	While at CRC, the Operations Manager would sign checks on CRC's behalf. The Operations Manager was the "third signer" for checks, however, so she "very rarely signed them." Most such checks were signed by Ms. Chiu and Ms. Brignac.	**Exhibit "L"** (Colleen Irby's Deposition), at pp. 80-82.
54.	CRC's Operations Manager testified that CRC's fees and costs associated with foreclosure would generally be added to the obligations of borrowers in default.	**Exhibit "L"** (Colleen Irby's Deposition), at pp. 99-100.
55.	On or about November 1, 2011, CRC's President, Ms. Brignac, sent a letter on	**Exhibits "Q"** and **"R"**; authenticated by

	behalf of CRC to Thomas and Kimberly Moore in response to correspondence from them disputing the debt connected to the deed of trust that CRC sought to foreclosure on. Ms. Brignac included with her letter a payoff statement and reinstatement quote "concerning the amount due" from the Moores. She also asked that the Moores contact her if they had "any additional questions" and provided her phone number at CRC.	**Exhibit "K"** at pp. 139-140, 172-173.
56.	On or about November 1, 2011, CRC provided, enclosed with Ms. Brignac's letter of the same date, the Moores with a payoff statement. The statement includes the following language: "WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY." The payoff statement goes on to inform the Moores that "the amount required to payoff your loan is $525,950.33. However, if you are not prepared to tender the full amount today, then the amount you owe may increase between the date of this letter and the date you pay off the loan. The payoff amount may increase because of additional interest and late charges as	**Exhibit "R".**

	well as legal fees and costs that are incurred as additional steps in the foreclosure proceed." [emphasis in original].	
57.	The November 1, 2011 payoff statement to the Moores also sets forth the amount that CRC contended the Moores owed, including the principal balance, the accrued interest, late charges, and anticipated foreclosure costs. It expressly states that "The payoff figures listed above include items that have been paid by the lender or servicer or incurred by California Reconveyance Company that are currently due or will become due by the Good Through Date."	**Exhibit "R"** at p. CRC000370.
58.	The November 1, 2011 payoff statement to the Moores also provides detailed payment instructions to pay off the default debt, including that the payment must be by "certified cashier's check(s) and/or money order(s)" and made payable to CRC's lender-client "JPMorgan Chase Bank, N.A." and sent to CRC. The letter also repeatedly requested that the Moores contact CRC—not its creditor-client—if the Moores had any questions.	**Exhibit "R"** at p. CRC000371.
59.	CRC's own internal records relating to the Moores show, among other things, that CRC received a letter from the Moores disputing the debt and notice of default recorded by CRC on or about October 17, 2011. These internal records also show that CRC responded on or about November 1, 2011, to the Moores' letter disputing the debt, and did so at the request of CRC's creditor-client,	**Exhibit "S"** (Ex. 6 to Brignac deposition), at p. CRC000468; authenticated by **Exhibit "K"** at pp. 204-205.

	JPMorgan Chase bank.	
60.	CRC's own contracts with its creditor-client, JPMorgan Chase bank, produced by CRC in discovery, show that CRC contracted to receive reinstatement and payoff amounts from debtors on defaulted debts and to forward them by overnight mail to CRC's creditor-client. CRC also agreed that it would not take its fees for its services out of reinstatement or payoff proceeds, but would remit the full amount to CRC's creditor-client, and submit a subsequent bill for CRC's services to the creditor-client. CRC also contractually agreed that it would confirm with its creditor-client whether a partial payment to reinstate or payoff a defaulted debt could be accepted by CRC on behalf of its creditor-client.	**Exhibit "U"** (Ex. 11 to Brignac Deposition); authenticated by **Exhibit "K"** at pp. 268-269. *See also* **Exhibit "T"**; **Exhibit "W"** (Ex. 13 to Brignac deposition) (authenticated by **Exhibit "K"** at pp. 281-282); **Exhibit "X"** (Ex. 14 to Brignac Deposition) (authenticated by **Exhibit "K"** at p. 283); and **Exhibit "Y"** (Ex. 16 to Brignac deposition) (authenticated by **Exhibit "K"** at p. 285).
61.	CRC's own contracts with its creditor-client, JPMorgan Chase bank, produced by CRC in discovery, and effective May 1, 2011, show that CRC's client was JPMorgan Chase Bank, N.A.; that CRC agreed to promptly return all telephone calls received by CRC and answer correspondence within one business day of receipt, whether the communications were from JPMorgan Chase, a trustee, a borrower, or the borrower's counsel; that CRC contracted to produce reinstatement quotes and payoff quotes and would review those quotes to ensure they complied with applicable law, and to promptly send to the creditor-client by overnight delivery all reinstatement and	**Exhibit "U"**, at pp. CRC000693, CRC000698, CRC000705, CRC000708, CRC000710, CRC000712-713, CRC000715, CRC000723, CRC000726. *See also* **Exhibit "T"**; **Exhibit "W"**; **Exhibit "X**; and **Exhibit "Y"**

	payoff amounts received by CRC; that CRC would promptly send to its creditor-client all proceeds obtained from a non-judicial foreclosure sale by CRC; that CRC would obtain prior written approval from its creditor-client before postponing a foreclosure sale; CRC agreed to consider all foreclosures, including sales, with its creditor-client's best interests in mind; CRC agreed to indemnify its creditor-client for any costs arising from a reversal of a non-judicial foreclosure sale due to an error or omission by CRC; CRC agreed to deliver good and marketable title following non-judicial foreclosure sales, including by advancing payments necessary to pay off outstanding property taxes or liens on the property; CRC agreed to assist its creditor-client in post-foreclosure sale efforts to deal with tenants and occupants of foreclosed properties, and to take all steps necessary to preserve its creditor-client's right to pursue a deficiency judgment against deed of trust debtors; CRC agreed to assist its creditor-client with deed-in-lieu transactions with Nevada debtors and to attempt to solicit loss mitigation workout options when initial foreclosure documents are sent to borrowers if permitted by applicable law; and CRC agreed not to charge borrowers amounts that were not permitted by the borrowers' loan documents or prohibited by applicable law.	
62.	According to one of CRC's engagement	**Exhibit "V"** (Ex. 12 to

	letters, dated March 25, 2011, with its creditor-client, JPMorgan Chase Bank, N.A., CRC agreed to provide the services detailed in CRC's contracts with JPMorgan Chase Bank, including services on behalf of other Chase Bank affiliates.	Brignac's deposition), at pp. CRC000758-760; authenticated by **Exhibit "I"** at pp. 279-280.
63.	According to her deposition testimony in this matter, Ms. Brignac's last date of employment at CRC was December 2013, when she was subsequently employed by a different entity (ALAW).	**Exhibit "I"** (Deborah Brignac's Deposition), at 41:9-18.
64.	According to CRC's own internal records, produced by CRC in discovery, the fees and costs incurred and/or charged by CRC for its services relating to Plaintiff Kallen totaled not less than $1799.11.	**Exhibit "O"**; authenticated by Boylan Declaration, at ¶ 22.
65.	As reflected in her verified discovery responses to Defendant California Reconveyance Company's First Set of Interrogatories, Plaintiff Kallen has identified damages, both economic and non-economic, suffered by her due to CRC's misconduct, including emotional distress to her caused by CRC's unlawful activities.	**Exhibit "N"**; authenticated by Boylan Declaration, at ¶ 21.
66.	As reflected in its own generic documents or templates produced by CRC in the course of discovery, CRC sent reinstatement or payoff letters to Nevada debtors, including the Moores, as part of CRC's collection activities in Nevada during the relevant period. In these documents, CRC admitted it was a debt collector attempting to collect a debt, provided the amounts necessary to reinstate or payoff the defaulted debt,	**Exhibit "Z"**; authenticated by Boylan Declaration, at ¶ 34.

	stated that the amounts included fees and costs incurred by CRC, suggested that the Nevada debtor recipients contact CRC to verify the amounts necessary to reinstate or payoff the defaulted debts, and provided detailed payment instructions, including that the payments be made by certified cashier's check or money order and be sent to CRC directly.	

Respectfully submitted,

Dated: April 21, 2017

LAW OFFICE OF NICHOLAS A. BOYLAN
A Professional Corporation

By: /s/ Nicholas A. Boylan
Nicholas A. Boylan, Esq.
Attorney for Plaintiffs, except for Plaintiff Antoinette Gill

AFFT
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 **DECLARATION OF NICHOLAS A. BOYLAN IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT** Date: May 9, 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.

I, Nicholas A. Boylan, declare:

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

2. As reflected in several Recommendation and Reports from the Discovery Commissioner ("Commissioner"), adopted by the Court, Plaintiffs have been completely barred from major discovery in this case from the beginning, pursuant to the "Phase One" limitations imposed by the Commissioner and Court. Plaintiffs have argued repeatedly and without success to the Commissioner that, at a minimum, discovery was needed to obtain from the Defendants the names and contact information from other Nevada victims in their capacity as witnesses. Plaintiffs argued unsuccessfully to the Commissioner that the contemplated summary judgment motions by the Defendants should not and could not proceed until Plaintiffs could fully investigate and obtain discovery from the other witnesses, who would

have personal knowledge of Defendants' broad variety of claim collection practices in Nevada. Also, and perhaps even more critically, Plaintiffs have not been allowed to conduct full and adequate discovery of Defendants' relevant files, information, and data regarding these other witness victims and Defendants' policies, practices, and procedures. The documents are always the most revealing. In addition, although CRC makes arguments related to damages in its summary judgment motion, due to the phasing limitations imposed in this case, Plaintiffs have had virtually no access to discovery regarding the accounting necessary to show Defendants' illicit gain/profits that should be disgorged. On this point, the Commissioner and Court have effectively only allowed one interrogatory, modified by the Commissioner and known as Interrogatory No. 18. However, Plaintiffs have not been able to pursue the underlying discovery, including the accounting records, and Plaintiffs have good reason to believe that Defendants' answer to Interrogatory No. 18 is suspect and unreliable! In fact as to CRC specifically, the interrogatory answer ultimately obtained after months of motion practice and delay expressly states that it is unreliable. *See* **Exhibit "A"** hereto, a true and correct copy of CRC's Second Supplemental Response to Plaintiffs' Interrogatory No. 18. The document was served by CRC on Plaintiffs in the course of discovery in this case, and verified by CRC's counsel and an individual signing on behalf of CRC.

3. Due to the severe limitation on Plaintiffs on Phase One discovery, Plaintiffs have not been allowed to pursue the underlying source of accounting records and data to prove and validate the dollar figures related to the disgorgement remedy. Plaintiffs have also been effectively blocked or expressly barred from pursuing discovery of, among other subjects relevant to Phase One and destroying CRC's motion for summary judgment, the following categories of information: the names and contact information of other Nevada debtors who were subject to Defendants' collection agency activities (although these debtors would be members

of the putative class, they would also be crucial witnesses regarding the nature and scope of Defendants' business activities in Nevada during the relevant period); Defendants' trust account records showing the amounts of money collected by Defendants for payment on defaulted debts on behalf of Defendants' creditor-clients; copies of the actual checks from Nevada debtors (and others) showing collection by Defendants on behalf of their creditor-clients of money for payment on defaulted debts; copies of the actual correspondence, including e-mails, showing Defendants' communications with Nevada debtors to collect payment on defaulted debts, stating the amounts necessary to reinstate or payoff the defaulted debts, and providing instructions on how to make such payments, including by sending the payments directly to Defendants for remitting to their creditor-clients; Defendants' internal records and communications showing and documenting, among other relevant facts, Defendants' business practices in dealing with Nevada debtors, including the extent to which Defendants communicated with Nevada debtors by telephone or in writing to solicit or demand payment on defaulted debts, to negotiate and execute loan modification or forbearance agreements, or other loss mitigation efforts by Defendants; and documents reflecting Defendants' policies, practices, and procedures relating to the fees and costs they charged for their collection agency activities in Nevada during the relevant period, and the telephone scripts or contact guides or policies that Defendants followed in communicating with Nevada debtors by phone. Although the Commissioner and Court required Defendants to produce "generic" documents and those relating to the named Plaintiffs, the ruling effectively relieved Defendants of the need to produce plainly relevant documents (on the grounds that they were not generic), while also claiming that they did not have any generic documents for certain categories (or only a handful of such documents). Defendants were also relieved of the need to provide plainly relevant information such as, the number of phone calls made or received by them with Nevada debtors whose files

Defendants serviced, the total number of items of correspondence (of any type) sent or delivered by Defendants to Nevada debtors, and the total number of items of written correspondence (of any type) received by Defendants from Nevada debtors. For these categories, the Commissioner and Court ruled only that Defendants need answer as to the named Plaintiffs, which limited Plaintiffs from uncovering evidence showing the full nature and scope of Defendants' business activities in Nevada (which is crucial to showing that those activities qualified Defendants as collection agencies who were required to be licensed by the FID).

4. Despite these serious limitations, Plaintiffs have diligently been seeking to conduct discovery, including by seeking the depositions of critical witnesses. Defendants have sought to delay and obstruct Plaintiffs' discovery at every turn even to the extent that Commissioner and Court had ruled discovery should be allowed to proceed. Plaintiffs have been proceeding expeditiously with discovery since it effectively commenced in approximately (until the Court suspended discovery on March 14, 2017). In that time, Plaintiffs have been forced by Defendants' obstruction to file roughly 16 motions to compel so far, many of which have been granted by the Commissioner and the Court at least in part. Indeed, Plaintiffs' most recent motion to compel, directed to CRC, was pending at the time the Court stayed discovery on March 14, 2017, and was thereafter taken off calendar by the Commissioner, to be heard once the Court had ruled on whether discovery should resume in this matter. Plaintiffs' repeated requests for information through depositions, requests for production, and interrogatories, and Plaintiffs' repeated efforts to compel compliance through motion work reflect Plaintiffs' diligence thus far in seeking discovery in this matter.

5. On January 6, 2017, I sent two letters via e-mail to Mr. Scarborough asking again that I be provided with dates for taking the depositions of CRC's (court-ordered) key witnesses. True and correct copies of these letters and exhibits thereto

are attached as **Exhibit "B"**.

6. On January 24, 2017, having received no further response from CRC's counsel to my prior letters, I sent another letter to Jessica Maziarz asking once again for CRC to respond with any dates for taking depositions of CRC's key witnesses. A true and correct copy of my letter is attached as **Exhibit "C"**.

7. On January 27, 2017, I sent two letters to Jessica Maziarz. My first letter acknowledged the set deposition of Elena Martinez. However, and also, reminded Ms. Maziarz that several depositions had yet to be scheduled. My second letter addressed the issue of setting the deposition of Mr. Hickey. Many options regarding destination were provided for the taking of Mr. Hickey's deposition. True and correct copies of my letters are attached as **Exhibit "D"**.

8. On February 1st and 2nd, 2017, I attempted to meet and confer by letters with Ms. Maziarz. In my letter, I expressed my frustration at reading Ms. Maziarz's e-mail to me dated February 1, 2017, where she provided us with deposition dates that were impossible to accomplish. Ms. Maziarz also advised us that Huey-Jen Chiu was not available as she was out of the country. She also advised us that she would be working on dates for Kevin Hickey and would follow-up with our office. True and correct copies of these letters are attached as **Exhibit "E"**.

9. On February 16, 2017, I wrote yet another letter to Mr. Scarborough requesting that we select a mutually convenient location and date for taking the deposition of Mr. Hickey, as well as for him to provide us with dates in March for the deposition of Mr. Santos. Mr. Scarborough responded by saying that Mr. Hickey travels quite a bit, however, he would make himself available beginning the week of March 6, 2017. True and correct copies of the correspondence are attached as **Exhibit "F"**. It never happened.

10. On February 23, 2017, having received no further response from CRC's counsel to my prior letter, I once again asked for counsel for CRC to please

immediately provide dates and arrange for the deposition of Ms. Chiu. A true and correct copy of my letter is attached as **Exhibit "G"**. Furthermore, on the same date, I served deposition notices regarding Elena Martinez, Domingo Santos, and Zelma Thorpes upon counsel said to be representing these witnesses, Heather Stern.

11. On February 23, 2017, I sent an e-mail to Jonathan Weiss, purported counsel for Chiu, regarding setting the deposition of Ms. Chiu. I was advised again that Ms. Chiu was out of the country. I responded that she is expected to be a critical witness based on other testimony received so far. On the same day, I also sent an email to Mr. Scarborough. True and correct copies of my letters and e-mails are attached as **Exhibit "H"**. It never happened.

12. On March 1, 2017, my office re-served via e-mail, out-of-state depositions notices regarding Elena Martinez, Domingo Santos, and Zelma Thorpes upon counsel said to be representing these witnesses, Heather Stern. With respect to CRC witnesses Thorpes, Santos, Hickey, and Chiu, CRC and its various other lawyers, all paid by Chase Bank, have played the shell game and have given me the run around month after month after month. Two of the key witnesses they claimed were out of the country but would be returning. There are endless delays, discussions and correspondence but CRC ultimately never produced the witnesses, and then discovery was stayed by the Court.

13. Based on my experience in this case and the knowledge of CRC's policies and practices gained so far, I expect these crucial witnesses and documents to provide substantial and compelling evidence showing, among other things, CRC's obligation to have obtained a Nevada collection agency license for its Nevada activities from 2007 to 2012, under NRS 649.020(1), and the merit of the causes of action stated in the Third Amended Complaint. In fact, by reference, so that greater specificity is provided, I believe and expect that the deposition testimony of the additional CRC witnesses, and the related additional document productions that must

come from both CRC and Chase Bank, will provide evidence equivalent to or greater, in all particulars, to the evidence assembled and presented to the Court as to the business activities in Nevada performed by Defendant MTC. That illustrative evidence is presented with Plaintiffs' Motion for Partial Summary Judgment against MTC and in Opposition to MTC's Summary Judgment Motion against Plaintiffs. Among other things, without limitation, for example, I believe that the additional deposition testimony from numerous CRC and Chase witnesses, and the additional documents and data yet to be collected from CRC and Chase will show the following:

a. Acting for its lender-client, CRC collected money from Nevada debtors to reinstate defaulted loans.

b. Acting for its lender-client, CRC collected money from Nevada debtors to pay off defaulted loans.

c. On behalf of its lender clients, for each year between 2007 and 2012, CRC collected more than about four million dollars related to the defaulted debtors.

d. In a typical busy day, CRC clerks would collect funds on defaulted debts of approximately 40 checks per week, and they would write deposit slips so that the collections were deposited in CRC's accounts; CRC was collecting the money on behalf of the banks with respect to the unpaid loans.

e. CRC engaged in extensive telephone communications with Nevada debtors regarding the defaulted loans, and maintained phone records not produced so far. As a matter of policy, including by pre-recorded phone messages, CRC informed and admitted to defaulted borrowers that CRC was a debt collector and that any information obtained was for purposes of debt collection.

f. CRC's creditor-clients generally required that CRC tell the defaulted debtors that CRC is a debt collector.

g. CRC held its own employees to the standards imposed on debt collectors by the federal Fair Debt Collection Practices Act ("FDCPA"), including with respect to all communications with Nevada debtors.

h. CRC received, between 2007 and 2012, not less than about 5 million dollars in fees and costs for the various foreclosures/collection services performed by CRC in Nevada during that period.

i. CRC's fees and costs for the services it performed are added to the loan balance of the defaulted debtors in Nevada, and became a part of their outstanding debt, as a general rule.

j. CRC solicited its creditor-client (Chase) for consumption of the services it provides in Nevada, including default services and, distinctly, foreclosure services, with respect to the defaulted Nevada loans.

k. In collecting money from Nevada debtors to reinstate or pay-off the defaulted debts, and then passing the money received on to CRC's creditor-clients, CRC acted as the "middle person."

14. Based on the evidence already uncovered by Plaintiffs, including that submitted in support of Plaintiffs' opposition to CRC's motion for summary judgment, I expect there is every probability that discovery previously denied by the Commissioner and Court would likely make Plaintiffs' response to CRC's motion only stronger than it already is. For instance, I expect that the deposition testimony of Mr. Hickey, sought by Plaintiffs for months, will be powerful evidence showing the content and accessibility of the computer systems, including the FANDS database, used by CRC during the relevant period to conduct its collection activities in Nevada,

which systems will show, among other things, the actual communications between CRC and Nevada debtors regarding seeking collection of payment by the latter of their defaulted debts and CRC's efforts to collect those payments, the actual amounts collected by CRC on behalf of its creditor-clients on defaulted debts and remitted to those clients to apply to the debts, including through payoff and reinstatement monies. I also expect Mr. Hickey to provide evidence showing CRC was the tool or instrumentality of its owner, JPMorgan Chase Bank, during the relevant period, in violation of CRC's duty of impartiality and good faith as a foreclosure trustee. I also expect his testimony to show that JPMorgan Chase Bank was aware of Nevada's laws regarding collection agency licensure and foreclosures and analogous federal law and decisions from federal appellate courts regarding the application of the FDCPA to foreclosure trustees, including rulings—cited by Plaintiffs—to the effect that foreclosure may be or is debt collection under the FDCPA.

15. As to Domingo Santos, CRC's former accounting manager, I expect his testimony will be relevant to the content and accessibility of CRC's relevant accounting records, including the records showing actual payments collected by CRC from Nevada debtors and remitted to CRC's creditor-clients as payment on the defaulted debts. I also expect him to provide testimony as to CRC's accounting and financial practices, policies, and procedures during the relevant period, including policies and practices relating to the receipt of payments from Nevada debtors and third-parties (including after foreclosure sales), and remitting of same to CRC's creditor-clients.

16. As to Ms. Chiu, who was CRC's supervisor of its reinstatement and payoff (or quotes) team during the relevant period, I expect her to offer powerful evidence through her testimony regarding CRC's policies, practices, and procedures, including with respect to communications, by phone and in writing, with Nevada debtors, and CRC's reinstatement and payoff practices. She would also be able to

offer crucial evidence regarding the reasons why CRC included admissions in its communications with Nevada debtors to the effect that CRC was a debt collector and was attempting to collect a debt, and CRC's practices and policies in providing reinstatement and payoff information to Nevada debtors and in handling monies received from Nevada debtors to reinstate or payoff their defaulted loans.

17. On April 17, 2017, I sent an e-mail to Mr. Scarborough asking him to take off calendar CRC's summary judgment motion. I addressed the issue regarding the long-requested depositions of key witnesses such as Santos, Hickey, Thorpes, and Chiu that were never taken. Mr. Scarbough replied and stated that Defendant declined to agree to take CRC's motion for summary judgment off calendar. A true and correct copy of my e-mail is attached as **Exhibit "I"**.

18. Attached hereto as **Exhibit "J"** are true and correct copies of supporting pages 28-29, 34-35, 39-41, 43, 58 of the certified transcript from the October 26, 2016 deposition of Plaintiff Susan Kallen.

19. Attached hereto as **Exhibit "K"** are true and correct copies of supporting pages 9, 32-35, 41-45, 55-57, 59, 66-68, 76-79, 82, 84, 87, 92, 95, 98-101, 106-107, 111-113, 118-121, 122-124, 127-128, 156, 157, 158-159, 160-161, 163-165, 172-176, 181-182, 191-193, 194, 196-197, 198-199, 215-216, 244-245, 304-305 of the certified transcript from the September 9, 2016 deposition of Deborah Brignac, CRC's president responsible for operations for CRC.

20. Attached hereto as **Exhibit "L"** are true and correct copies of supporting pages 12-13, 14-15, 16-17, 20-22, 23-24, 39-40, 41, 70-71, 73-74, 80-82, 83-84, 99-100 of the certified transcript from the February 22, 2017 deposition of Colleen Irby, Operations Manager for CRC.

21. Attached hereto as **Exhibit "M"** are true and correct copies of supporting pages 18-20, 20-21, 26-28, 29, 34-45, 49-50, 83-85, 86-89, 93-94, 115-116 of the certified transcript from the March 9, 2017 deposition of former employer,

Elena Martinez, who was employed as CRC's Operational Supervisor.

22. Attached hereto as **Exhibit "N"** are true and correct copies of Plaintiff Susan Kallen's verified discovery responses to Defendant California Reconveyance Company's First Set of Interrogatories, electronically served on all parties on September 29, 2016.

23. Attached hereto as **Exhibit "O"** are true and correct copies of documents from CRC's internal records, produced by CRC in discovery and relied on by CRC by express reference in its relevant discovery responses, regarding the amounts in fees and costs incurred and/or charged by CRC for its services relating to Plaintiff Kallen. They show that the fees and costs incurred and/or charged by CRC for its services relating to Plaintiff Kallen totaled not less than $1,799.11. This Exhibit will be filed along with Plaintiffs' Notice of Filing Documents Under Seal in Support of Plaintiffs' Opposition to Defendant California Reconveyance Company's Motion for Summary Judgment.

24. Attached hereto as **Exhibit "P"** is a true and correct copy of Deborah Brignac's LinkedIn website pages. The exhibit was authenticated by Ms. Brignac when it was offered as Exhibit 19 at her deposition.

25. Attached hereto as **Exhibit "Q"** is a true and correct copy of a letter from CRC (Bates No. CRC00365, Ex. 2 to the Brignac deposition) to Thomas and Kimberly Moore dated November 1, 2011. This Exhibit will be filed along with Plaintiffs' Notice of Filing Documents Under Seal in Support of Plaintiffs' Opposition to Defendant California Reconveyance Company's Motion for Summary Judgment. The exhibit was produced by CRC from its internal records in the course of discovery, and was authenticated by Ms. Brignac at her deposition.

26. Attached hereto as **Exhibit "R"** is a true and correct copy of a document from CRC (Bates Nos. CRC000369–CRC000371, Ex. 5 to the Brignac deposition) to Thomas and Kimberly Moore dated November 1, 2011. This Exhibit will be filed

along with Plaintiffs' Notice of Filing Documents Under Seal in Support of Plaintiffs' Opposition to Defendant California Reconveyance Company's Motion for Summary Judgment. The exhibit was produced by CRC from its internal records in the course of discovery, and was authenticated by Ms. Brignac at her deposition.

27. Attached hereto as **Exhibit "S"** is a true and correct copy of CRC's File History (Bates Nos. CRC000468–CRC000471, Ex. 6 to Brignac deposition). This Exhibit will be filed along with Plaintiffs' Notice of Filing Documents Under Seal in Support of Plaintiffs' Opposition to Defendant California Reconveyance Company's Motion for Summary Judgment. The exhibit was produced by CRC from its internal records in the course of discovery, and was authenticated by Ms. Brignac at her deposition.

28. Attached hereto as **Exhibit "T"** is a true and correct copy of a page from CRC's Contract ID NO. CW283891, (Bate No. CRC000612, Ex. 8 to the Brignac deposition) regarding Bankruptcy/Foreclosure Reinstatement/Payoffs and 3rd Party Foreclosure Proceeds. This Exhibit will be filed along with Plaintiffs' Notice of Filing Documents Under Seal in Support of Plaintiffs' Opposition to Defendant California Reconveyance Company's Motion for Summary Judgment. The exhibit was produced by CRC from its internal records in the course of discovery, and was authenticated by Ms. Brignac at her deposition.

29. Attached hereto as **Exhibit "U"** is a true and correct copy of CRC's Annex I – Home Lending Foreclosure and Bankruptcy Manual, (Bates Nos. CRC000688–CRC000757, Ex. 11 to the Brignac deposition). This Exhibit will be filed along with Plaintiffs' Notice of Filing Documents Under Seal in Support of Plaintiffs' Opposition to Defendant California Reconveyance Company's Motion for Summary Judgment. The exhibit was produced by CRC from its internal records in the course of discovery, and was authenticated by Ms. Brignac at her deposition.

30. Attached hereto as **Exhibit "V"** is a true and correct copy of an

engagement letter CRC received from JP Morgan Chase, dated March 25, 2011 (Bates Nos. CRC000758–CRC000760, Ex. 12 to the Brignac deposition). This Exhibit will be filed along with Plaintiffs' Notice of Filing Documents Under Seal in Support of Plaintiffs' Opposition to Defendant California Reconveyance Company's Motion for Summary Judgment. The exhibit was produced by CRC from its internal records in the course of discovery, and was authenticated by Ms. Brignac at her deposition.

31. Attached hereto as **Exhibit "W"** is a true and correct copy of a Master Services Agreement between JPMorgan Chase Bank, National Association and California Reconveyance Company Dated April 20, 2009, (Bates Nos. CRC000573–CRC000605, Ex. 13 to the Brignac deposition). This exhibit will be filed along with Plaintiffs' Notice of Filing Documents Under Seal in Support of Plaintiffs' Opposition to Defendant California Reconveyance Company's Motion for Summary Judgment. The exhibit was produced by CRC from its internal records in the course of discovery, and was authenticated by Ms. Brignac at her deposition.

32. Attached hereto as **Exhibit "X"** is a true and correct copy of CRC's Check No. 003633, dated March 1, 2011, in the amount of $200.00. (Bates No. CRC00139, Ex. 14 to the Brignac deposition). This Exhibit will be filed along with Plaintiffs' Notice of Filing Documents Under Seal in Support of Plaintiffs' Opposition to Defendant California Reconveyance Company's Motion for Summary Judgment. The exhibit was produced by CRC from its internal records in the course of discovery, and was authenticated by Ms. Brignac at her deposition.

33. Attached hereto as **Exhibit "Y"** is a true and correct copy of pages from CRC's Contract ID NO. CW283891, (Bates Nos. CRC000624–CRC000629, Ex. 16 to the Brignac deposition). This Exhibit will be filed along with Plaintiffs' Notice of Filing Documents Under Seal in Support of Plaintiffs' Opposition to Defendant California Reconveyance Company's Motion for Summary Judgment. The exhibit

was produced by CRC from its internal records in the course of discovery, and was authenticated by Ms. Brignac at her deposition.

34. Attached hereto as **Exhibit "Z"** is a true and correct copy of internal documents (Bates Nos. CRC001276–CRC001287, Ex. 5 to the Irby deposition) produced by CRC in the course of discovery in this case. This Exhibit will be filed along with Plaintiffs' Notice of Filing Documents Under Seal in Support of Plaintiffs' Opposition to Defendant California Reconveyance Company's Motion for Summary Judgment. The exhibit was produced by CRC as generic documents or templates used by CRC as part of its business activities in Nevada during the relevant period in this case.

35. I have been counsel of record in this matter since the date it was originally filed in October 2011. I have reviewed all of the documents produced by Plaintiff Kallen in this case, including those disclosed and produced pursuant to NRCP 16.1, and am not aware of <u>any</u> document evidencing or constituting a contract between Plaintiff Kallen and CRC. The same is true with respect to all of CRC's document productions related to Kallen in this case.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct. Executed on April 21, 2017, at San Diego, California.

Nicholas A. Boylan

EXHIBIT "A"

ELECTRONICALLY SERVED
02/16/2017 01:05:55 PM

SMITH LARSEN & WIXOM
ATTORNEYS
HILLS CENTER BUSINESS PARK
1935 Village Center Circle
Las Vegas, Nevada 89134
TEL (702) 252-5002 FAX (702) 252-6059

SUPP
Kent F. Larsen
Nevada Bar No. 3463
Katie M. Weber
Nevada Bar No. 11736
SMITH LARSEN & WIXOM
1935 Village Center Circle
Las Vegas, Nevada 89134
Telephone: (702) 252-5002
E-mail: kfl@slwlaw.com
kw@slwlaw.com

Attorneys for Defendant California Reconveyance Company

[Additional Counsel Listed on Signature Page]

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a Nevada resident; ANA MARTINEZ, a Nevada resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident; RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident; JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada resident; DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident; JESSE HENNIGAN, a Nevada resident; KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident; SUSAN KALLEN, a Nevada resident; ROBERT MANDARICH, a Nevada resident; JAMES NICO, a Nevada resident; PATRICIA TAGLIAMONTE, a Nevada resident; Plaintiffs, vs. 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.	Case No.: A-11-649857-C Dept. No.: XIX (ELECTRONIC FILING CASE) **DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S SECOND SUPPLEMENTAL RESPONSE TO PLAINTIFF SUSAN E. KALLEN'S INTERROGATORIES, SET ONE**

Defendant California Reconveyance Company ("CRC"), by and through undersigned counsel, hereby supplements its Responses to Plaintiff Susan E. Kallen's Interrogatories, Set One ("Interrogatories").

GENERAL OBJECTIONS

1. CRC objects to the Interrogatories insofar as they seek information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

2. CRC objects to the Interrogatories to the extent that they are overbroad and oppressive and to the extent that they seek to impose unreasonable burdens on CRC.

3. CRC objects to the Interrogatories to the extent that they are vague and ambiguous and, therefore, fail to specify with reasonable particularity the information being requested.

4. CRC objects to the Interrogatories to the extent they seek information that is protected by the attorney-client privilege, the attorney work-product doctrine or any other applicable privilege.

5. CRC objects to the Interrogatories to the extent that they purport to impose on it obligations other than those imposed by the Nevada Rules of Civil Procedure. CRC will comply with the Nevada Rules of Civil Procedure.

6. CRC objects to the definitions of "PLAINTIFF," "named PLAINTIFF," and "named PLAINTIFFS" as containing conflicting definitions in that they are separately defined to include Plaintiff Susan Kallen and all plaintiffs in this matter and as overly broad in that they include plaintiffs who do not allege a cause of action against CRC. CRC objects to providing any substantive responses relating to plaintiffs without claims against CRC, and its responses herein relate solely to Ms. Kallen. CRC will respond to the interrogatories as they relate to Plaintiffs Thomas Moore and Kimberly Moore (the "Moores") in its response to the separate interrogatories served by the Moores.

7. CRC objects to the definition of "IDENTIFY" as it relates to persons, entities, and documents as overly broad and unduly burdensome to the extent that it asks for details regarding individuals' employment history and contact details and to the extent it asks CRC to describe the

SMITH LARSEN & WIXOM
ATTORNEYS
HILLS CENTER BUSINESS PARK
1935 Village Center Circle
Las Vegas, Nevada 89134
TEL (702) 252-5002 · FAX (702) 252-6059

custodian, nature, content, and substance of the document when CRC has already supplied such a document.

8. CRC objects to the Interrogatories to the extent they seek class-wide discovery and such discovery is irrelevant, unduly burdensome, and improper at this time. Pursuant to the July 20, 2016 Report and Recommendations and the September 21, 2016 Report and Recommendations limiting initial discovery to the viability of the named Plaintiffs' claims and the nature of CRC's policies, practices, and procedures in Nevada, class-wide discovery is irrelevant and premature at this time.

9. CRC objects to the Interrogatories on the ground that CRC has not yet completed discovery or completed its investigation of the events underlying this litigation. CRC ceased operations in the State of Nevada in 2011 and sold its assets in 2013. These facts affect CRC's ability to locate documents and information. Because CRC's ongoing discovery may disclose the existence of additional information, CRC's responses are without prejudice to its rights to utilize, produce, or introduce information or documentation at trial or any other proceedings which is inadvertently omitted, not yet known, or not yet ascertained, discovered, identified, or located by CRC while responding to the Interrogatories. CRC reserves the right to supplement its responses as necessary and in accordance with NRCP 26(e)(2).

The General Objections and the limitations set forth above are incorporated in CRC's responses to each Interrogatory, and such responses are subject to these General Objections. No response to any individual Interrogatory should be deemed a waiver of any of CRC's objections.

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 18:

State YOUR best estimate of the total number of dollars received by YOU as payment of fees and/or costs related to foreclosure related and/or collection agency services provided by YOU.

RESPONSE:

CRC objects to this Interrogatory because it: (i) is irrelevant, unduly burdensome, and overbroad in temporal scope because it does not provide an identified time limitation; (ii) is vague

SMITH LARSEN & WIXOM
ATTORNEYS
HILLS CENTER BUSINESS PARK
1935 Village Center Circle
Las Vegas, Nevada 89134
TEL (702) 626-2000 · FAX (702) 362-6007

and ambiguous in its use of the terms "best estimate" and "collection agency services," which is a loaded term with varying meanings and is not defined pursuant to Nevada statutes; (iii) is unduly burdensome and oppressive because it would require CRC to expend significant time and resources reviewing thousands of documents, thousands of cells of data, and numerous individual information on putative class members; (iv) is irrelevant and premature at this time in light of the July 20, 2016 Report and Recommendations and the September 21, 2016 Report and Recommendations limiting Phase I discovery to the viability of the named Plaintiffs' claims and the nature of CRC's policies, practices, and procedures in Nevada, because it seeks information regarding class certification and the merits of the class claims, and such information is irrelevant and premature unless and until Phase II and Phase III discovery commences; and (v) is premature at this time because the parties have not engaged in Phase II or Phase III discovery.

Subject to and without waiving its objections, CRC states that it inquired of servicer JPMorgan Chase Bank, N.A. JPMorgan Chase Bank, N.A.'s records reflect that CRC received $3,501,103.22 in fees and costs in the state of Nevada between October 1, 2007 and December 31, 2012. In so stating, CRC is relying on data supplied by a third party and is not in a position to comment on its methodology, completeness, or accuracy. CRC reserves the right to supplement or revise this response should additional information become available at a later date.

SMITH LARSEN & WIXOM
ATTORNEYS
HILLS CENTER BUSINESS PARK
1935 Village Center Circle
Las Vegas, Nevada 89134
TEL (702) 252-5002 · FAX (702) 252-6059

DATED this 16th day of February, 2017.

BRYAN CAVE LLP

By: _____

Lawrence G. Scarborough
Admitted Pro Hac Vice
Jessica R. Maziarz
Admitted Pro Hac Vice
Kathryn Brown
Admitted Pro Hac Vice
Two North Central Avenue
Suite 2200
Phoenix, Arizona 85004

Kent F. Larsen
Nevada Bar No. 3463
Katie M. Weber
Nevada Bar No. 11736
SMITH LARSEN & WIXOM
1935 Village Center Circle
Las Vegas, Nevada 89134

Attorneys for Defendant California Reconveyance Company

SMITH LARSEN & WIXOM
ATTORNEYS
HILLS CENTER BUSINESS PARK
1935 Village Center Circle
Las Vegas, Nevada 89135
TEL (702) 362-4000 · FAX (702) 362-6000

VERIFICATION

I am an authorized signer for California Reconveyance Company and am authorized to provide this Verification on behalf of California Reconveyance Company.

I declare under the penalty of perjury under the law of the State of Nevada that, to the best of my knowledge, information and belief, the factual statements contained in Defendant California Reconveyance Company's Second Supplemental Response to Plaintiff Susan E. Kallen's Interrogatories, Set One, are true and correct.

DATED this 16th day of February, 2017.

CALIFORNIA RECONVEYANCE COMPANY

Joseph C. Devine
Title: Authorized Signer

SMITH LARSEN & WIXOM
ATTORNEYS
HILLS CENTER BUSINESS PARK
1935 Village Center Circle
Las Vegas, Nevada 89134
TEL (702) 362-5002 · FAX (702) 362-6007

SMITH LARSEN & WIXOM
ATTORNEYS
HILLS CENTER BUSINESS PARK
1935 Village Center Circle
Las Vegas, Nevada 89134
TEL (702) 839-5507 · FAX (702) 839-6907

CERTIFICATE OF SERVICE

I hereby certify that on February 16, 2017, I served a true and correct copy of the foregoing **DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S SECOND SUPPLEMENTAL RESPONSE TO PLAINTIFF SUSAN E. KALLEN'S INTERROGATORIES, SET ONE** on counsel by e-mail transmission to the persons listed below, pursuant to EDCR 8.05(a):

Nicholas A. Boylan — nablawfirm@gmail.com
LAW OFFICES OF NICHOLAS A. BOYLAN, APC

Shawn Christopher — sc@christopherlegal.com
CHRISTOPHER LEGAL GROUP

Attorneys for Plaintiff

Richard J. Reynolds — rreynolds@bwslaw.com
BURKE WILLIAMS & SORENSEN, LLP

Phillip A. Silvestri — phillip.silvestri@gmlaw.com
Neal D. Gidvani — neal.gidvani@gmlaw.com
GREENSPOON MARDER, P.A.

Attorneys for Defendant MTC Financial, Inc. dba Trustee Corps

Gregory L. Wilde — glw@tblaw.com
Kevin S. Soderstrom — kss@tlaw.com
TIFFANY & BOSCO, P.A.

Attorneys for Defendant National Default Servicing Corporation

Kristin A. Schuler-Hintz — khintz@mccarthyholthus.com
MCCARTHY & HOLTHUS

Attorneys for Defendant Quality Loan Service Corporation

. . .

. . .

I hereby certify that on February 16, 2017, I served a true and correct copy of the foregoing **DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S SECOND SUPPLEMENTAL RESPONSE TO PLAINTIFF SUSAN E. KALLEN'S INTERROGATORIES, SET ONE** by First Class Mail as follows:

Antoinette Gill
4754 Deer Forest
Las Vegas, Nevada 89139

Plaintiff Pro Per

Meridian Foreclosure Service
d/b/a MTDS, Inc., d/b/a Meridian Trust Deed Service
9999 Amber Field Street
Las Vegas, Nevada 89178

Defendant Pro Per

Natasha Villa
An Employee of Bryan Cave LLP

SMITH LARSEN & WIXOM
ATTORNEYS
HILLS CENTER BUSINESS PARK
1935 Village Center Circle
Las Vegas, Nevada 89134
TEL (702) 362-4001 - FAX (702) 362-6007

811249

EXHIBIT "B"

NICHOLAS A. BOYLAN*
LIAM VAVASOUR**

*ADMITTED IN CALIFORNIA, NEVADA AND TEXAS
**ADMITTED IN CALIFORNIA

LAW OFFICE OF
NICHOLAS A. BOYLAN
A PROFESSIONAL CORPORATION
444 West C Street, Suite 405
San Diego, CA 92101
Telephone (619) 696-6344
Facsimile (619) 696-0478

January 6, 2017

Via E-Mail

Lawrence G. Scarborough, Esq.
Bryan Cave LLP
Two N. Central Avenue, Suite 2200
Phoenix, AZ 85004

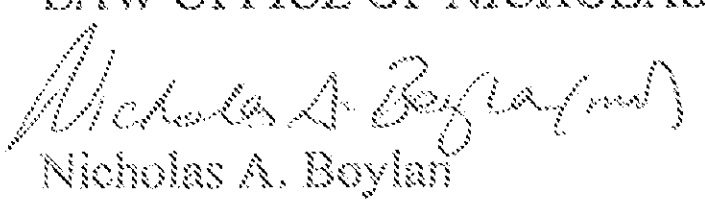
Re: BENKO, et al. v. QUALITY LOAN SERVICE CORP., et al

Dear Larry:

We ask again that you stop playing games with deposition dates. Provide to me by the end of the day all dates in January and February where not one lawyer in your global law firm is available to present a witness for deposition. We need to issue several more deposition notices next week. If you do not truthfully and reasonably provide limited dates of unavailability, we will choose the dates ourselves. We cannot suffer more obstruction and delay and dilatory, technical objections. We need to get the work done well before you file the anticipated defense motion for summary judgment.

Very truly yours,

LAW OFFICE OF NICHOLAS A. BOYLAN



Nicholas A. Boylan
NAB:mv

cc: Jessica Maziarz, Esq. (via e-mail)
Kent F. Larsen, Esq.
Liam F. Vavasour, Esq. (via e-mail)
Shawn Christopher, Esq. (via e-mail)

NICHOLAS A. BOYLAN*
LIAM VAVASOUR**

*ADMITTED IN CALIFORNIA, NEVADA AND TEXAS
**ADMITTED IN CALIFORNIA

LAW OFFICE OF
NICHOLAS A. BOYLAN
A PROFESSIONAL CORPORATION
444 West C Street, Suite 405
San Diego, CA 92101
Telephone (619) 696-6344
Facsimile (619) 696-0478

January 6, 2017

Via E-Mail

Lawrence G. Scarborough, Esq.
Bryan Cave LLP
Two N. Central Avenue, Suite 2200
Phoenix, AZ 85004

Re: BENKO, et al. v. QUALITY LOAN SERVICE CORP., et al

Dear Larry:

About the 30(b)(6) witness, we want to stop the gamesmanship and get the matter squarely before the judge, because it is clear that you are refusing to produce the witness we seek. Let us perfect the record. Attached is an errata to the deposition notice which corrects the dilatory, technical defects asserted by you. Also, as our recent e-mail confirmed, the date is not the issue. However, again, to perfect the record, if you have an alternative date when you will actually produce the witnesses, please get that to me by the end of today or Monday morning and we will further amend the notice.

Very truly yours,

LAW OFFICE OF NICHOLAS A. BOYLAN

Nicholas A. Boylan
NAB:mv

Enclosure

cc: Jessica Maziarz, Esq. (via e-mail)
Kent F. Larsen, Esq.
Liam F. Vavasour, Esq. (via e-mail)
Shawn Christopher, Esq. (via e-mail)

EXHIBIT "C"

NICHOLAS A. BOYLAN*
LIAM VAVASOUR**

*ADMITTED IN CALIFORNIA, NEVADA AND TEXAS
**ADMITTED IN CALIFORNIA

LAW OFFICE OF
NICHOLAS A. BOYLAN
A PROFESSIONAL CORPORATION
444 West C Street, Suite 405
San Diego, CA 92101
Telephone (619) 696-6344
Facsimile (619) 696-0478

January 24, 2017

Via E-Mail

Jessica Maziarz, Esq.
Bryan Cave LLP
Two N. Central Avenue
Suite 2200
Phoenix, AZ 85004

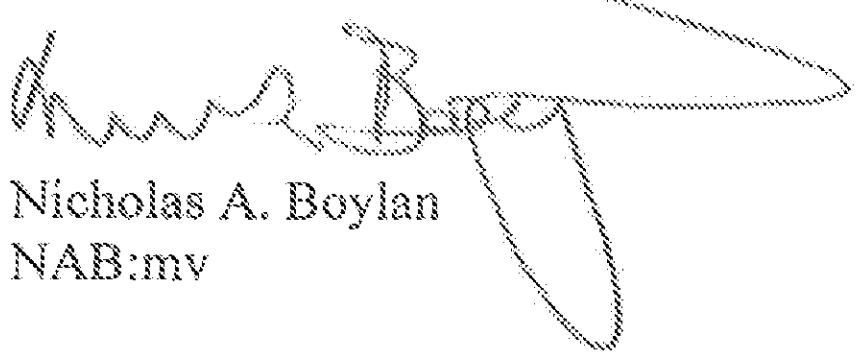
Re: BENKO, et al. v. QUALITY LOAN SERVICE CORP., et al
No. 13-15185 (28J)
Case No.: 2:12-cv-00224-RCJ-GWF

Dear Jessica:

You have had more than enough time and have not responded with any dates for the CRC witnesses. Please do not play games. I must move forward on the MTC court-ordered depositions, and QLS as well. Please provide dates very quickly.

Very truly yours,

LAW OFFICES OF NICHOLAS A. BOYLAN



Nicholas A. Boylan
NAB:mv

cc: Lawrence Scarborough, Esq. (via e-mail)
Kent F. Larsen, Esq.
Liam F. Vavasour, Esq. (via e-mail)
Shawn Christopher, Esq. (via e-mail)

cc: Lawrence Scarborough, Esq. (via e-mail)
Kent F. Larsen, Esq.
Liam F. Vavasour, Esq. (via e-mail)
Shawn Christopher, Esq. (via e-mail)

EXHIBIT "D"

NICHOLAS A. BOYLAN*
LIAM VAVASOUR**

*ADMITTED IN CALIFORNIA, NEVADA AND TEXAS
**ADMITTED IN CALIFORNIA

LAW OFFICE OF
NICHOLAS A. BOYLAN
A PROFESSIONAL CORPORATION
444 West C Street, Suite 405
San Diego, CA 92101
Telephone (619) 696-6344
Facsimile (619) 696-0478

January 27, 2017

Via E-Mail

Jessica Maziarz, Esq.
Bryan Cave LLP
Two N. Central Avenue
Suite 2200
Phoenix, AZ 85004

Re: BENKO, et al. v. QUALITY LOAN SERVICE CORP., et al
No. 13-15185 (28J)
Case No.: 2:12-cv-00224-RCJ-GWF

Dear Jessica:

Consistent with the Commissioner's admonitions, we request that you immediately begin work with Chase to arrange the deposition of Mr. Hickey, the individual referred to by Ms. Brignac in her deposition. If you would like to have Mr. Hickey travel to Las Vegas, that would be acceptable and if you would like for us to travel to Florida, likely in March, that would also be acceptable. Please give us a prompt response, so that we know if we will need the assistance of the Commissioner, within one week, and I suggest your provide a location suggestion and a variety of available dates. Thank you.

Very truly yours,

LAW OFFICES OF NICHOLAS A. BOYLAN

Nicholas A. Boylan
NAB:mv

NICHOLAS A. BOYLAN*
LIAM VAVASOUR**

*ADMITTED IN CALIFORNIA, NEVADA AND TEXAS
**ADMITTED IN CALIFORNIA

LAW OFFICE OF
NICHOLAS A. BOYLAN
A PROFESSIONAL CORPORATION
444 West C Street, Suite 405
San Diego, CA 92101
Telephone (619) 696-6344
Facsimile (619) 696-0478

January 27, 2017

Via E-Mail

Jessica Maziarz, Esq.
Bryan Cave LLP
Two N. Central Avenue
Suite 2200
Phoenix, AZ 85004

Re: BENKO, et al. v. QUALITY LOAN SERVICE CORP., et al
No. 13-15185 (28J)
Case No.: 2:12-cv-00224-RCJ-GWF

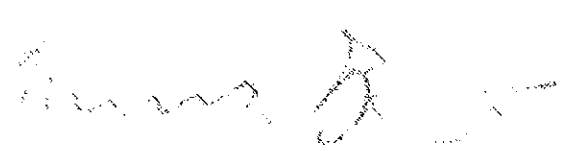
Dear Jessica:

We will do the deposition of Elena Martinez in or near Sherman Oaks, California on February 15, 2017 beginning at 9:00 a.m. You and/or Ms. Stern appear to believe that you can set absolute mandates, rather than cooperate reasonably. If any more games are played, it will not be tolerated. We will proceed with Mr. Santos' deposition as soon as possible after he returns to the United States in March. I suggest March 16, March 21 or March 22, 2017.

There are several addition deponents that you need to make available, promptly, and we have heard nothing more from you, despite the admonitions from the Commissioner. These include, for example Colleen Irby and Huey Chiu.

Very truly yours,

LAW OFFICES OF NICHOLAS A. BOYLAN



Nicholas A. Boylan
NAB:mv

cc: Lawrence Scarborough, Esq. (via e-mail)
Kent F. Larsen, Esq.
Liam F. Vavasour, Esq. (via e-mail)
Shawn Christopher, Esq. (via e-mail)

EXHIBIT "E"

Gmail

Marina Vaisman <mv.nablawfirm@gmail.com>

Benko: Depositions

1 message

Maziarz, Jessica <Jessica.Maziarz@bryancave.com> Wed, Feb 1, 2017 at 10:18 AM
To: "nablawfirm@gmail.com" <nablawfirm@gmail.com>, Marina Vaisman <mv.nablawfirm@gmail.com>, Liam Vavasour <lfv.nablawfirm@gmail.com>
Cc: "Scarborough, Lawrence" <lgscarborough@bryancave.com>

Nick,

Colleen Irby is available for a deposition at 1 pm on February 8 and 9. A California subpoena is needed for the deposition. I understand Jonathan Weiss at Kirkland & Ellis will accept service of a subpoena on behalf of Ms. Irby. You should engage him regarding that topic. We understand this timeframe may be tight, so we have asked for a third date. We will send you an update when we receive the third date. Huey Jen-Chiu is not available and will be out of the country.

Regards,

Jessica

BRYAN CAVE Jessica R. Maziarz
Associate

T: +1 602 364 7019 F: +1 602 716 6019

BRYAN CAVE LLP Two North Central Avenue, Suite 2100, Phoenix, AZ 85004-4406

jessica.maziarz@bryancave.com

bryancave.com | A Global Law Firm

PLEASE NOTE NEW ADDRESS: Two North Central Avenue, Suite 2100, Phoenix, AZ 85004-4406

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this

transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. bcllp2017

NICHOLAS A. BOYLAN*
LIAM VAVASOUR**

*ADMITTED IN CALIFORNIA, NEVADA AND TEXAS
**ADMITTED IN CALIFORNIA

LAW OFFICE OF
NICHOLAS A. BOYLAN
A PROFESSIONAL CORPORATION
444 West C Street, Suite 405
San Diego, CA 92101
Telephone (619) 696-6344
Facsimile (619) 696-0478

February 1, 2017

Via E-Mail

Jessica Maziarz, Esq.
Bryan Cave LLP
Two N. Central Avenue
Suite 2200
Phoenix, AZ 85004

Re: BENKO, et al. v. QUALITY LOAN SERVICE CORP., et al
No. 13-15185 (28J)
Case No.: 2:12-cv-00224-RCJ-GWF

Dear Jessica:

More meet and confer, and more delay tactics by you: Your delays are troublesome. As you know, the deposition dates that you provide for Colleen Irby are not possible. As you must be aware, on January 18, 2017, my office served notices re taking depositions of Terry Johnsen and Rande Johnson on February 8, 2017 beginning at 10:00 a.m. in Santa Ana, California. Furthermore, QLS noticed depositions of Plaintiffs Ana Martinez and Camile Martinez for February 9, 2017, and in the morning of February 10, 2017, we are appearing in front of the Discovery Commissioner for a status check. Your intentions are not sincere? Why suggest only unavailable dates?

Once again, you have had more than enough time and have not responded with any reasonable and/or available dates, for the CRC witnesses. Please do not play games. Please provide a variety of dates very quickly.

It is insufficient to state the vague and indefinite conclusion that Huey Jen-Chiu is not available and will be out of the country. Also, why are subpoenas required for witnesses who have counsel? Please explain and be truthful, complete and specific.

Very truly yours,

LAW OFFICES OF NICHOLAS A. BOYLAN

Nicholas A. Boylan
NAB:mv

cc: Lawrence Scarborough, Esq. (via e-mail)
Kent F. Larsen, Esq.
Liam F. Vavasour, Esq. (via e-mail)
Shawn Christopher, Esq. (via e-mail)

NICHOLAS A. BOYLAN*
LIAM VAVASOUR**

*ADMITTED IN CALIFORNIA, NEVADA AND TEXAS
**ADMITTED IN CALIFORNIA

LAW OFFICE OF
NICHOLAS A. BOYLAN
A PROFESSIONAL CORPORATION
444 West C Street, Suite 405
San Diego, CA 92101
Telephone (619) 696-6344
Facsimile (619) 696-0478

February 2, 2017

Via E-Mail

Jessica Maziarz, Esq.
Bryan Cave LLP
Two N. Central Avenue
Suite 2200
Phoenix, AZ 85004

Re: BENKO, et al. v. QUALITY LOAN SERVICE CORP., et al
No. 13-15185 (28J)
Case No.: 2:12-cv-00224-RCJ-GWF

Dear Jessica:

Again, Jessica, please let us know as soon as possible regarding preferences, alternatives, and availability, dates and locations, for the deposition of Mr. Hickey, the individual referenced by Ms. Brignac, repeatedly, in her deposition. Thank you.

Very truly yours,

LAW OFFICES OF NICHOLAS A. BOYLAN

Nicholas A. Boylan

Nicholas A. Boylan
NAB:mlc

cc: Lawrence Scarborough, Esq. (via e-mail)
Kent F. Larsen, Esq.
Liam F. Vavasour, Esq. (via e-mail)
Shawn Christopher, Esq. (via e-mail)

BRYAN CAVE

BRYAN CAVE LLP One Renaissance Square, Two North Central Avenue, Suite 2200, Phoenix, AZ 85004-4406
T: 602 364 7000 F: 602 364 7070 bryancave.com

Jessica R. Maziarz
Direct: (602) 364-7102
Fax: (602) 716-8019
Jessica.Maziarz@bryancave.com

ELECTRONICALLY SERVED
02/02/2017 07:27:27 PM

February 2, 2017

ELECTRONICALLY SERVED BY WIZNET

Nicholas A. Boylan, Esq.
Law Offices of Nicholas A. Boylan, APC
444 West C Street
Suite 405
San Diego, California 92101

Re: Benko, et al. v. Quality Loan Service Corporation, et al.

Dear Nick:

I am in receipt of your letter dated February 2, 2017. We are working on dates for Kevin Hickey and will follow up with you.

Sincerely,

Jessica R. Maziarz /mav

Jessica R. Maziarz

JRM:mav
cc: All Counsel of Record (by Wiznet Electronic Service)

810924

EXHIBIT "F"

NICHOLAS A. BOYLAN*
LIAM YAVASOUR**

*ADMITTED IN CALIFORNIA, NEVADA AND TEXAS
**ADMITTED IN CALIFORNIA

LAW OFFICE OF
NICHOLAS A. BOYLAN
A PROFESSIONAL CORPORATION
444 West C Street, Suite 405
San Diego, CA 92101
Telephone (619) 696-6344
Facsimile (619) 696-0478

February 16, 2017

Via E-Mail

Lawrence G. Scarborough, Esq.
Bryan Cave LLP
Two N. Central Avenue, Suite 2200
Phoenix, AZ 85004

Re: BENKO, et al. v. QUALITY LOAN SERVICE CORP., et al

Dear Larry:

We need to select a mutually convenient location and date for the deposition of Mr. Hickey, or take the matter to the Discovery Commissioner.

Please immediately identify the information technology professional most knowledgeable or highly knowledgeable regarding the retention of data and access to data for all programs and data repositories that contain the relevant information. Please also describe specifically what documents and knowledge is held by Mr. Hickey with respect to the retention, storage and access of all CRC-related data. Please, exactly describe what was Mr. Hickey's role in connection with shutting down CRC and, specifically, preserving its data, including access thereto, and in what particulars regarding Mr. Hickey was Deborah Brignac's sworn testimony inaccurate?

Will you arrange the voluntary production of documents relevant to the examination of both Mr. Hickey and the IT professional involved here? We can articulate the requested documents in writing.

The last paragraph, No. 3, of your letters seems quiet vague, and perhaps so intended. Please let us not engage in a shell game, and produce additional delays, expense and motion practice. I ask that you simply be fully forthcoming and transparent, and I believe that is expected by the Discovery Commissioner. Otherwise, it is doubtful that CRC would ever be in a position in 2017 to attempt a summary judgment motion.

Finally, please identify the suggested location and available dates in March for the deposition of Mr. Santos so that we can issue a deposition notice. Thank you.

Very truly yours,

LAW OFFICE OF NICHOLAS A. BOYLAN

Nicholas A. Boylan
NAB:mv

cc: Jessica Maziarz, Esq. (via e-mail)
Kent F. Larsen, Esq.
Liam F. Vavasour, Esq. (via e-mail)
Shawn Christopher, Esq. (via e-mail)

BRYAN CAVE

BRYAN CAVE LLP One Renaissance Square, Two North Central Avenue, Suite 2200, Phoenix, AZ 85004-4406
T: 602 364 7000 F: 602 364 7070 bryancave.com

Lawrence G. Scarborough
Direct: (602) 364-7137
Fax: (602) 716-8137
lgscarborough@bryancave.com

ELECTRONICALLY SERVED
02/16/2017 09:05:35 AM

February 16, 2017

ELECTRONICALLY SERVED BY WIZNET

Nicholas A. Boylan, Esq.
Law Offices of Nicholas A. Boylan, APC
444 West C Street
Suite 405
San Diego, California 92101

Re: Benko, et al. v. Quality Loan Service Corporation, et al.

Dear Nick:

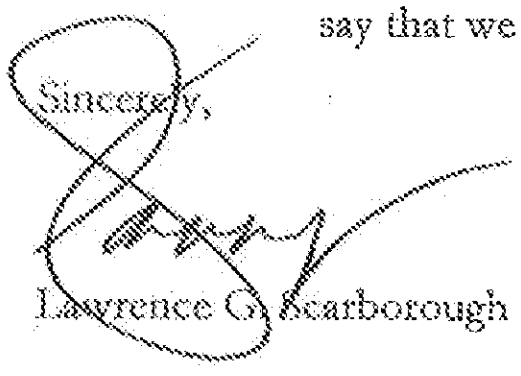
This letter concerns your request to depose Kevin Hickey. A couple of items:

1. In trying to get dates for a deposition, we learned that Mr. Hickey did not assume direct oversight of California Reconveyance Company ("CRC"), including as Deborah Brignac's supervisor, until 2012, after CRC left the Nevada market. He later became an Executive Vice President of CRC and it was in that capacity that, as you know, he executed the transaction documents effectuating the sale of CRC. Mr. Hickey is not an information technology professional. Without trying to talk you out of the deposition, we wanted to so advise you as we are anticipating that he will not have the kind of knowledge that you have been suggesting to the Court that he possesses (and I am not trying to argue a position in making that statement).

2. Mr. Hickey travels quite a bit so it is not clear where it makes the most sense to hold the deposition. That said, he can make himself available beginning the week of March 6, 2017. As a result, how about suggesting several dates in March, after March 6, convenient to you and we can respond with our schedule and specify where in the country Mr. Hickey will be on the dates you select.

3. Finally, CRC will make Mr. Hickey available in his capacity as a CRC representative only. If your thought is to examine him beyond the confines of CRC, then you will need to approach his current employer with appropriate paperwork. This is only to say that we expect Mr. Hickey to be deposed once, and only once, in this case.

Sincerely,



Lawrence G. Scarborough

LGS:mav
cc: All Counsel of Record (by Wiznet Electronic Service)

EXHIBIT "G"

NICHOLAS A. BOYLAN*
LIAM VAVASOUR**

*ADMITTED IN CALIFORNIA, NEVADA AND TEXAS
**ADMITTED IN CALIFORNIA

LAW OFFICE OF
NICHOLAS A. BOYLAN
A PROFESSIONAL CORPORATION
444 West C Street, Suite 405
San Diego, CA 92101
Telephone (619) 696-6344
Facsimile (619) 696-0478

February 23, 2017

Via E-Mail

Lawrence G. Scarborough, Esq.
Bryan Cave LLP
Two N. Central Avenue, Suite 2200
Phoenix, AZ 85004

Re: BENKO, et al. v. QUALITY LOAN SERVICE CORP., et al

Dear Larry:

Could you please immediately provide dates and arrange for the deposition of Ms. Chiu as soon as possible. I mentioned this to Jonathan yesterday, and he indicated that she might be out of the country at the moment so it is important to get it scheduled at the earliest opportunity. Thank you.

Very truly yours,

LAW OFFICE OF NICHOLAS A. BOYLAN

Nicholas A. Boylan
NAB:mv

cc: Jessica Maziarz, Esq. (via e-mail)
Kent F. Larsen, Esq.
Jonathan Weiss, Esq.
Liam F. Vavasour, Esq. (via e-mail)
Shawn Christopher, Esq. (via e-mail)

EXHIBIT "H"

Gmail

Marina Vaisman <mv.nablawfirm@gmail.com>

pls let me know about setting Ms Chiu for depo asap-- thanks

3 messages

nick boylan <nablawfirm@gmail.com> Thu, Feb 23, 2017 at 2:12 PM
To: "Weiss, Jonathan M." <jonathan.weiss@kirkland.com>
Cc: lgscarborough@bryancave.com, "Maziarz, Jessica" <Jessica.Maziarz@bryancave.com>, Liam Vavasour <lfv.nablawfirm@gmail.com>, marina <mv.nablawfirm@gmail.com>

She is expected to be a critical witness based on other testimony received so far.

Nicholas A. Boylan, Esq.
619-696-6344

Weiss, Jonathan M. <jonathan.weiss@kirkland.com> Thu, Feb 23, 2017 at 3:22 PM
To: nick boylan <nablawfirm@gmail.com>
Cc: "lgscarborough@bryancave.com" <lgscarborough@bryancave.com>, "Maziarz, Jessica" <Jessica.Maziarz@bryancave.com>, Liam Vavasour <lfv.nablawfirm@gmail.com>, marina <mv.nablawfirm@gmail.com>, "Klein, David A." <david.klein@kirkland.com>

As I mentioned to you yesterday, I understand she is out of the country. What's your schedule like in April and May? Are there other former CRC employee depositions scheduled in the meantime?

Jonathan M. Weiss

KIRKLAND & ELLIS LLP
333 South Hope Street, Los Angeles, CA 90071
T +1 213 680 8155 M +1 310 948 7060
F +1 213 808 8155

jonathan.weiss@kirkland.com

From: nick boylan [mailto:nablawfirm@gmail.com]
Sent: Thursday, February 23, 2017 2:12 PM
To: Weiss, Jonathan M.
Cc: lgscarborough@bryancave.com; Maziarz, Jessica; Liam Vavasour; marina
Subject: pls let me know about setting Ms Chiu for depo asap-- thanks

She is expected to be a critical witness based on other testimony received so far.

Nicholas A. Boylan, Esq.
619-696-6344

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of Kirkland & Ellis LLP or Kirkland & Ellis International LLP. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return email or by email to postmaster@kirkland.com, and destroy this communication and all copies thereof, including all attachments.

Nicholas Boylan <nablawfirm@gmail.com> Fri, Feb 24, 2017 at 11:04 AM
To: "Weiss, Jonathan M." <jonathan.weiss@kirkland.com>
Cc: "lgscarborough@bryancave.com" <lgscarborough@bryancave.com>, "Maziarz, Jessica" <Jessica.Maziarz@bryancave.com>, Liam Vavasour <lfv.nablawfirm@gmail.com>, marina <mv.nablawfirm@gmail.com>, "Klein, David A." <david.klein@kirkland.com>

Larry n I had some exchange n we will do some based on his letter- but we do need to talk about a few things- soon- thanks

NAB, esq.
[Quoted text hidden]

Gmail

Marina Vaisman <mv.nablawfirm@gmail.com>

depos and ur letter today

1 message

nick boylan <nablawfirm@gmail.com> Thu, Feb 23, 2017 at 3:35 PM
To: lgscarborough@bryancave.com
Cc: Liam Vavasour <lfv.nablawfirm@gmail.com>, marina <mv.nablawfirm@gmail.com>, "Maziarz, Jessica" <Jessica.Maziarz@bryancave.com>, Shawn Christopher <sc@christopherlegal.com>

We will do notices per ur letter but we do need to work out a couple small issues-- by phone I hope; the
Commissioner made suggestions to me on how to handle games n obstruction on the depos-- it was not an order or "directions."
You need to cooperate sincerely, I believe;

With Irby yesterday we proved that subpoenas are NOT needed, but are just another obstacle, but if you and ur Chase-paid gaggle will not relent we will get them.
In most cases setting depos by agreement is the rule and done simply with a few calls n emails-- but not with CRC-- not in this case. It is all games, delay and impediments and obfuscation, including from the heavily "prepared" n evasive n untruthful witnesses; thankfully, we have the witnesses on video.

Nicholas A. Boylan, Esq.
619-696-6344

BRYAN CAVE

BRYAN CAVE LLP One Renaissance Square, Two North Central Avenue, Suite 2200, Phoenix, AZ 85004-4406
T: 602 364 7000 F: 602 364 7070 bryancave.com

Lawrence G. Scarborough
Direct: (602) 364-7137
Fax: (602) 716-8137
lgscarborough@bryancave.com

ELECTRONICALLY SERVED
02/23/2017 03:09:07 PM

February 23, 2017

ELECTRONICALLY SERVED BY WIZNET

Nicholas A. Boylan, Esq.
Law Offices of Nicholas A. Boylan, APC
444 West C Street
Suite 405
San Diego, California 92101

Re: Benko, et al. v. Quality Loan Service Corporation, et al.

Dear Nick:

I am in receipt of your letter, dated February 16, 2017, regarding the deposition of Kevin Hickey. I requested in my previous letter that you provide several dates in March on which you are available so that we may move forward to facilitate deposition scheduling. As to location, as I stated previously, Mr. Hickey often travels for work. Once we have a date, we can coordinate the location for the deposition.

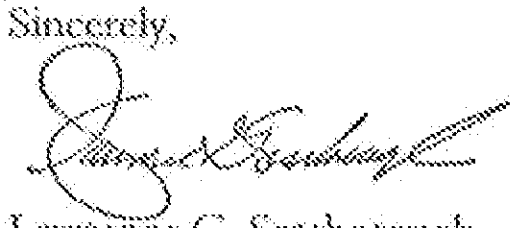
Regarding your requests for additional information, I trust that you will utilize the proper discovery channels for these requests. Demands by letter do not suffice as discovery requests under Nevada law. As to your insinuation that Deborah Brignac's testimony was somehow inaccurate, let me refute that now—from what we know, Ms. Brignac testified accurately as to Mr. Hickey's involvement with California Reconveyance Company ("CRC").

Separately, I would like to finalize dates for depositions of CRC's former employees so that you can serve the requisite subpoenas in accordance with the Discovery Commissioner's instructions on Friday, February 17, 2017. According to Heather Stern, counsel for Elena Martinez, Zelma Thorpes, and Domingo Santos:

- Elena Martinez is available for a deposition on March 9, 2017. The deposition needs to occur in Sherman Oaks, California.
- Zelma Thorpes is generally available between March 6 and March 20, 2017. Ms. Thorpes resides in Palmdale, California. She has travel restrictions due to health issues. For this reason, counsel for Ms. Thorpes asks that the deposition occur in Palmdale.
- Domingo Santos returns from the Philippines on March 14, 2017. Please provide your availability during the last week of March and first two weeks in April so that Mr. Santos' counsel may confirm his availability on any requested date.

Please let us know as soon as possible regarding available dates.

Sincerely,



Lawrence G. Scarborough

LGS:mav
cc: All Counsel of Record (by Wiznet Electronic Service)
Heather Stern, Esq.

811494v2

EXHIBIT "I"

Gmail

Marina Vaisman <mv.nablawfirm@gmail.com>

Take off calendar

1 message

Nicholas Boylan <nablawfirm@gmail.com> Mon, Apr 17, 2017 at 10:08 AM
To: lgscarborough@bryancave.com
Cc: marina <mv.nablawfirm@gmail.com>, Liam Vavasour <lfv.nablawfirm@gmail.com>, Jessica Maziarz <Jessica.Maziarz@bryancave.com>

Thinking further, I do believe it is necessary that CRC take off calendar its summary judgment motion-- we again ask that you do so, today or tomorrow.
Our opposition is otherwise due soon.
We never achieved the long-requested depositions of key people- such as Santos, Hickey, Thorpes and Chui, for example. These were promised by CRC but endlessly delayed for various stated reasons. Much discovery remains by writing and document production as well--- and all discovery was stayed.
If the motions to dismiss are not granted on 5/4, we can do the needed discovery and then CRC can file its SJ motion-- as planned and promised by the Commissioner. We believe CRC gets only one shot, so it must be done properly.

NAB, esq.

EXHIBIT "J"

In the Matter Of:

Benko vs. California Reconveyance Co.

SUSAN KALLEN

October 26, 2016

Job Number: 348126

1 DISTRICT COURT

2 CLARK COUNTY, NEVADA

3

4 JEFFREY BENKO, a Nevada)
resident; CAMILO MARTINEZ, a)
5 Nevada resident; ANA MARTINEZ,)
a Nevada resident; FRANK)
6 SCINTA, a Nevada resident;)
JACQUELINE SCINTA, a Nevada)
7 resident; SUSAN HJORTH a)
Nevada resident; RAYMOND)
8 SANSOTA, an Ohio resident;)
FRANCINE SANSOTA, an Ohio)
9 Resident; SANDRA KUHN, a)
Nevada resident; JESUS GOMEZ,)
10 A Nevada resident; SILVIA)
GOMEZ, a Nevada resident;)
11 DONNA HERRERA, a Nevada)
resident; DONNA HERRERA, a)
12 Nevada resident; ANTOINETTE)
GILL, a Nevada resident; JESSE)
13 HENNIGAN, a Nevada resident;)
KIM MOORE, a Nevada resident;)
14 THOMAS MOORE, a Nevada)
resident; SUSAN KALLEN, a)
15 Nevada resident; ROBERT) CASE NO. A-11-649857-C
MANDARICH, a Nevada resident;) DEPT. NO. XXIX
16 JAMES NICO, a Nevada resident;)
and PATRICIA TAGLIAMONTE, a) VIDEOTAPED DEPOSITION OF
17 Nevada resident,)
) SUSAN KALLEN
18 Plaintiff,)
) LAS VEGAS, NEVADA
19 v.)
) OCTOBER 26, 2016
20 QUALITY LOAN SERVICE)
CORPORATION, a California)
21 Corporation;)
)

22 .....
.....
23 Reported By Kele R. Smith, NV CCR No. 672, CA CSR No.
13405
24 Job No. 348126

25

1 VIDEOTAPED DEPOSITION OF SUSAN KALLEN,
2 taken at 1935 Village Center Circle, Las Vegas, Nevada,
3 on Wednesday, October 26, 2016, at 2:25 p.m., before
4 Kele R. Smith, Certified Court Reporter, in and for the
5 State of Nevada.
6
7 APPEARANCES:
8 For the Plaintiff:
9 LAW OFFICES OF NICHOLAS A. BOYLAN
BY: NICHOLAS A. BOYLAN, ESQ.
10 450 A. Street
Suite 400
11 San Diego, California 92101
(619) 696-6344
12
For the Defendant California Reconveyance Company:
13
BRYAN CAVE
14 BY: JESSICA R. MAZIARZ, ESQ.
Two North Central Avenue
15 Suite 2200
Phoenix, Arizona 85004
16 (602) 364-7000
17 The Videographer:
18 LITIGATION SERVICES
BY: SHAZELL HAYDEN
19 3770 Howard Hughes Parkway
Suite 300
20 Las Vegas, Nevada 89169
(702) 314-7200
21
22
23
24
25

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

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 A. No.
2 **Q. Has anyone from California Reconveyance Company**
3 **called you?**
4 A. I received -- within what time frame are you
5 referencing? Any time ever?
6 **Q. Have you ever received a telephone call from**
7 **California Reconveyance Company?**
8 A. I received -- between the Notice of Default and
9 the time when I sent off the request for a mediation,
10 there was about a month span when I specifically
11 received phone calls that I would not answer and
12 voicemails that I would not respond to because it was
13 too stressful. Like, why make waves?
14 **Q. Who were the phone calls from?**
15 A. Well, some were from Chase, and I had phone calls
16 from a -- well, 602 -- I would avoid 602 area codes. I
17 would avoid anything that was a toll-free number. It's
18 like, uh, if it's not somebody I know, I'm not
19 answering, because I was just trying to get my paperwork
20 ready for the -- to send off for the mediation.
21 **Q. Okay. Were -- were any of these telephone calls**
22 **between the Notice of Default and the request for**
23 **mediation from California Reconveyance Company?**
24 A. As I recall, I did receive voicemails.
25 **Q. Who did you receive voicemails from?**

1 A. California Reconveyance voicemails, as I recall.
2 I avoided them because I was going to be doing a
3 mediation.
4 **Q. How do you know they were from -- these**
5 **voicemails are from California Reconveyance Company?**
6 A. They're voicemails. That's how they acknowledge
7 who they are.
8 **Q. What -- what dates were these voicemails?**
9 A. I did not keep a record of the dates. Sometime
10 between the -- as I said, between the Notice of Default
11 and the submission of the mediation, which went to the
12 mediation department or whichever that was, the program,
13 and also a copy to the -- you know, for the -- for the
14 mortgage holder.
15 **Q. How many voicemails did you receive from**
16 **California Reconveyance?**
17 A. I don't recall.
18 **Q. Can you estimate for me?**
19 A. No, I can't estimate. It was a real stressful
20 time. I didn't keep track.
21 **Q. What did the voicemails say from California**
22 **Reconveyance Company?**
23 A. Requesting -- you know what? I don't -- it's
24 stressful for me to honestly remember this. It was
25 really hard. I can't -- I don't remember. It was just

1 **California Reconveyance Company?**
2 A. No, I did not. It was too stressful, and as I
3 said, I was just getting everything ready for the
4 mediation.
5 **Q. Okay. Is there anything that would help you**
6 **remember what the substance of the telephone messages**
7 **were from California Reconveyance Company?**
8 A. Well, I think when I had to take a break, it was
9 coming up in my -- from -- it was -- they were
10 harassing. They were -- you know, whatever they do. It
11 was collection. It was trying to get me to, you know,
12 was I going to be paying my -- you know, whatever. It
13 was all that kind of stuff. But frankly, really, it was
14 really just too -- too -- it was stressful for me. It
15 was very unnerving. The whole experience was unnerving.
16 **Q. What was harassing about the voicemails from**
17 **California Reconveyance Company?**
18 A. I've never had a debt collection call in my life.
19 I pay my bills early, so this has been a very bad
20 experience for me, so any call like that was stressful.
21 Asking, you know, what -- whatever they were doing.
22 Really, I do not recall. It was a horrible time for me.
23 I do not recall.
24 **Q. Okay. You mentioned debt collection. What about**
25 **the voicemail from California Reconveyance was debt**

1 **collection?**
2 A. I don't understand what you're asking.
3 MR. BOYLAN: Calls for a legal conclusion.
4 It's vague.
5 BY MS. MAZIARZ:
6 **Q. You referred to debt collection when you were**
7 **describing the voicemail from California Reconveyance**
8 **Company. My question for you is: What specifically**
9 **about the voicemails, in your view, was debt collection?**
10 A. Why else would they be calling me? I've got a
11 Notice of Default and Election to Sell, and then, you
12 know -- you're waiting for a -- trying to get a loan
13 modification which doesn't come through and then you're
14 getting calls. You know, what else is it going to be?
15 They're not calling to wish me a happy day. I don't
16 recall specifically. They were asking, you know, what
17 was I -- wanted to know what I was going to be doing. I
18 don't remember what they said. I didn't write it down.
19 It was too stressful. I mean, they're responsible for
20 collecting the money or selling the house. That was
21 their job.
22 **Q. Okay. You mentioned that you received telephone**
23 **calls from the 602 area code. Who do you believe was**
24 **calling you from a 602 area code?**
25 MR. BOYLAN: Foundation. Speculation.

1 specifically.
2 BY MS. MAZIARZ:
3 Q. Did you owe debts to other companies in 2011?
4 A. No.
5 Q. Did you receive any telephone calls from
6 California Reconveyance Company other than in the period
7 between the Notice of Default and the request for
8 mediation?
9 A. I don't recall.
10 Q. In the voicemails that you received from
11 California Reconveyance Company do you remember if it
12 was a male or female who left the message?
13 A. No. I don't recall any -- it's all blocked out.
14 Too traumatic.
15 Q. Okay. In the voicemails from California
16 Reconveyance Company, did anyone raise their voice on
17 the message?
18 A. I don't -- not specifically raising voice, no.
19 Not specifically. Not the most friendly, but not
20 raising voice. That's about all I can recall.
21 Q. In the voicemails from California Reconveyance
22 Company, did anyone say anything that was threatening?
23 MR. BOYLAN: Vague.
24 A. Just the call itself was threatening to me at
25 that point in my life. That's about all I can say. I

1 can't be -- I can't be more specific, because as I said,
2 I blocked it out. It's really -- not to be repetitive,
3 but it was a very traumatic time.
4 BY MS. MAZIARZ:
5 **Q. Is it possible that the voicemails you received**
6 **were from Chase and not from California Reconveyance**
7 **Company?**
8 MR. BOYLAN: Speculation. Argumentative.
9 Effectively asked and answered.
10 A. I wouldn't even know how to answer that, really.
11 BY MS. MAZIARZ:
12 **Q. Could you be mistaken?**
13 A. Oh, no. Mistaken? I don't think so.
14 I'm sorry I keep moving around. My leg hurts.
15 MR. BOYLAN: If you need to get up and walk
16 around again, just let us know.
17 THE WITNESS: I just jiggle.
18 BY MS. MAZIARZ:
19 **Q. Did you ever call California Reconveyance Company**
20 **on the telephone?**
21 A. No.
22 **Q. Before we took the break, when I was asking you**
23 **about the voicemails, you had said that you blocked**
24 **everything else. We took a break and then you came back**
25 **in and you provided more detail and you stated things**

1 like debt collection. What was it that happened during
2 the break that made you remember more?
3 A. I got calm. I walked around. I breathed and
4 petted the rosemary bushes out there.
5 Q. Okay. Is there -- is there anything else that
6 would enable you to remember the details of the
7 voicemails from California Reconveyance Company?
8 MR. BOYLAN: Vague.
9 A. I wouldn't -- I don't know how to -- I don't know
10 how to answer that. I mean...
11 BY MS. MAZIARZ:
12 Q. So there's nothing else that -- a piece of paper,
13 a document, hearing the sounds of someone's voice,
14 there's nothing else that would enable you to remember
15 the details0?
16 A. I mean, I can't say that. Who knows? Who knows?
17 That's hard to answer. I can't speculate on that.
18 Q. Do you keep any notes on telephone calls that
19 you've received?
20 A. Sometimes I do. Sometimes I don't.
21 Q. Did you take notes on the telephone calls you
22 received from Chase?
23 A. Sometimes. If it had to do with -- with them,
24 you know providing information, more information or
25 something. Only regarding my loan modifications. Yeah.

1 **California Reconveyance?**
2 A. If a voice -- if somebody leaves a voicemail,
3 they identify themselves and leave a number to call
4 back. At which point, then, you either call back or you
5 don't. You know? But, yeah. Otherwise, why would they
6 be leaving a message?
7 **Q. Are you saying that you remember California**
8 **Reconveyance Company, that was stated in the voicemail?**
9 **Did -- I'll rephrase.**
10 **In the voicemail, did the caller identify**
11 **themselves as calling from California Reconveyance**
12 **Company?**
13 A. As far as I recall. I'm trying my best to recall
14 for you.
15 MS. MAZIARZ: Mark this Exhibit 2, please.
16 (Exhibit 2 was marked.)
17 BY MS. MAZIARZ:
18 **Q. Do you recognize this document?**
19 A. Yeah.
20 **Q. Okay. What is Exhibit 2?**
21 A. Excuse me?
22 **Q. What is Exhibit 2?**
23 A. What is exhibit...
24 **Q. Okay. This document has been marked as Exhibit**
25 **2.**

1 MR. BOYLAN: Objection, Counsel. Please
2 don't ask the witness to read documents. Speaks for
3 itself.
4 A. This page does not reference California
5 Reconveyance, no. This was for help. Not for --
6 California Reconveyance was for debt collection. They
7 didn't want to help.
8 BY MS. MAZIARZ:
9 **Q. What do you mean by the statement that California**
10 **Reconveyance Company was for debt collection?**
11 A. Because they declared that they are a debt
12 collector. I was saying it says clearly, you know,
13 for -- "for help call," and these are places that help
14 you. You know, call Consumer Credit Counseling,
15 Attorney General. You know?
16 MS. MAZIARZ: I'd like to mark Exhibit 9.
17 (Exhibit 9 was marked.)
18 MR. BOYLAN: Can I see 9, please?
19 MS. MAZIARZ: Yes.
20 BY MS. MAZIARZ:
21 **Q. You've been handed what's been marked Exhibit 9.**
22 **Do you recognize this document?**
23 A. Hold on. No, it doesn't ring a bell.
24 **Q. Did you receive this document?**
25 A. I don't recall. Honestly, I really don't recall.

ERRATA SHEET

I declare under penalty of perjury that I have read the foregoing 196 pages of my testimony, taken on 1-20-2017 (date) at Las Vegas (city), Nevada (state),

and that the same is a true record of the testimony given by me at the time and place herein above set forth, with the following exceptions:

Page	Line	Should read:	Reason for Change:

ERRATA SHEET

Page	Line	Should read:	Reason for Change:

* I bought the Day Dawn house in the end of 2004

Date: 1-20-17

Signature of Witness

Susan Higseth

Name Typed or Printed

1 CERTIFICATE OF REPORTER

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

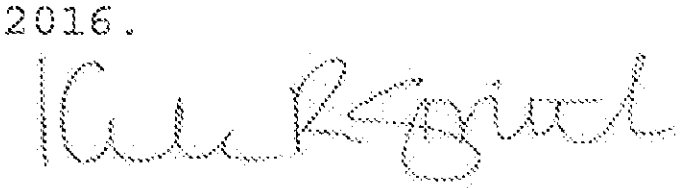
4 I, KELE R. SMITH, a Certified Court Reporter in
5 Clark County, State of Nevada, do hereby certify: That
6 I reported the taking of the deposition of SUSAN KALLEN,
7 commencing on Wednesday, October 26, 2016, at 2:25 p.m.
8 That prior to being deposed, the witness was by
9 me duly sworn to testify to the truth, that I thereafter
10 transcribed my said shorthand notes into typewriting, and
11 that the typewritten transcript is a complete, true, and
12 accurate transcription of said shorthand notes and that
13 witness was not asked to review and correct the
14 transcript.
15 I further certify that I am not a relative or
16 employee of counsel of any of the parties, nor a
17 relative or employee of the parties involved in said
18 action, nor a person financially interested in the
19 action.
20 IN WITNESS WHEREOF, I have set my hand in my
21 office in the County of Clark, State of Nevada, this
22 31st day of October, 2016.
23 
24 KELE R. SMITH, NV CCR #672, CA CSR #13405
25

EXHIBIT "K"

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; et al.,

Plaintiffs,

vs. Case No. A-11-649857-C

QUALITY LOAN SERVICE CORPORATION, a California corporation; et al.,

Defendants.

VIDEOTAPD DEPOSITION OF PERSON MOST KNOWLEDGEABLE OF

CALIFORNIA RECONVEYANCE COMPANY

DEBORAH BRIGNAC

September 9, 2016

9:34 a.m.

333 South Hope Street

Los Angeles, California

REPORTED BY:

Lisa T. Owen

CSR No. 4475