are or are not a debt collector?

A I believe this is a similar notice that we are using in today's notices.

Q And so is this notice or similar to that which you have been using consistently since 2012?

A I believe so.

Q What was your agreement, if you know, with JPMorgan Chase at the time of this letter, Exhibit 15, with respect to handling a reinstatement or a payoff if such an option were sought by a borrower?

A I don't know.

Q How would you determine that if you set out to do so?

A We would have to go back and look at any communications with Chase regarding how they would prefer that we handle it.

Q Well, for example, in Deposition Exhibit 1, this defines knowledge. I think you indicated that you were the person in No. 11, all contracts between lenders and QLS for default-related services in Nevada 2007 to 2012. Isn't it true that you had contractual agreements with your clients that in many cases determined the scope of the services you were to provide?

A We had agreements with some clients and didn't have agreements with others, but many times that did set out the expectations of the lender.

Q And it would also often provide very specific procedures for various services that you -- you, QLS -- were to follow, including such categories as reinstatement, payoff, forbearance and a variety of other items, correct?

A Definitely payoff and reinstatement. I don't know that many of them addressed forbearance or any other foreclosure alternatives.

Q And where are those contracts today?

A If they exist, they would be held by Quality Loan Service.

Q And I think our prior witness estimated that there were maybe 50 clients, and I think you have estimated 30 to 40, somewhere in that range. What percentage of those would you estimate you had written contracts with for the work that QLS performed?

A I don't know. I guess I would estimate maybe 10 to 20 percent.

Q All right. Then how was the nature of your services and fees and procedures and process, for those that you didn't have contracts with, how was it

determined, your relationship?
A It was determined by the foreclosure referral itself and any communication they made at that time.
Q So the referral actually has, what I will call as a lawyer, contractual terms in it so that if you accept the referral, you do it the way they're telling you. Is that a fair statement?
A Well, they send the referral, and it may or may not have any, you know, specifics as to things like this. And generally they would not.
Q Okay. Well, then let's talk for a moment about those that you did have contracts with --
A Uh-huh.
Q -- that would specify specific matters, including reinstatement and payoff. Can you remember the names of any clients where you had such agreements. I, for example, know that Chase had such agreements. Does that strike a chord in your mind?
A I believe Chase had an agreement, yes.
Q What others can you recall?
A MidFirst Bank, possibly Wells Fargo. And I don't know, you know, off the top of my head at this time what we had in place.
Q If you were to go right now back to your

issues, so . . .

MS. SCHULER-HINTZ: Well, we're going to have to -- he has got to go to the airport. It's about 3:24, so we've got about another hour. And, again, as I've said, if we didn't get everything today . . .

MR. BOYLAN: Okay. Well, that's fair. That's fair.

BY MR. BOYLAN:

Q Did you personally negotiate any of the contracts with the clients?

A No.

Q Do you know who did?

A It would have been one of the two owners.

(Plaintiffs' Exhibit 16 was marked for identification.)

BY MR. BOYLAN:

Q Look, please, with me at Exhibit 16. I understand you may not have specific knowledge about this, but if I can just ask you, please, what is Exhibit 16?

A These are also comments out of IDS.

Q And "Segura," do you see that at the top?

A Yes.

Q Do you understand that to be the borrower's name and the -- and the address there?

A That's correct.

(Plaintiffs' Exhibit 17 was marked for identification.)

BY MR. BOYLAN:

Q Similarly, if I may ask you, what is Exhibit 17?

A These are comments out of IDS.

(Plaintiffs' Exhibit 18 was marked for identification.)

BY MR. BOYLAN:

Q Exhibit 18, sir, could you tell us what this is, please?

A This is a foreclosure referral from Ocwen.

Q An example of the type of thing you referred to earlier?

A Correct.

Q It's addressed to you; is that correct?

A Yes, it is.

Q Why is that, if you know?

A Probably because I'm one of the primary contacts they have.

Q It lists you at McCarthy and Holthus rather than QLS. Any idea why?

A They typically would send the foreclosure referrals to the law firm, and then they would be passed on to QLS.

Q "They" being Ocwen or --

A Yes, Ocwen.

Q -- all the lenders?

A No. Ocwen.

Q Do you know why that is?

A I don't know why.

Q So this basically sets out the terms of your work for Ocwen on the particular referral; is that a fair statement?

A Yes.

Q There's some attachments to the back of this. It looks like a copying or an error of some kind. But we see reference there to Roy Gomez. Do you know who that is?

A I do not.

Q And then if you go a little deeper, you see Concepción Legaspi.

Do you see that?

A Yes.

Q Do you know her?

A Yes.

Q Who is she?

A She is a trustee sale officer with Quality

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Sarah Safier, CCR No. 808, do thereby certify: That I reported the deposition of DAVID OWEN, commencing on Thursday, October 20, 2016, at 1:13 p.m.

That prior to being deposed, the witness was duly sworn by me to testify to the truth. That I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript is a complete, true, and accurate transcription of my said shorthand notes. That prior to the conclusion of the proceedings, pursuant to NRCP 30(e), the reading and signing of the transcript was requested by the witness or a party.

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

IN WITNESS WHEREOF, I have set my hand in my office in the County of Clark, State of Nevada, this 29th day of October, 2016.

Sarah Safier, CCR No. 808

EXHIBIT "Z"

DISTRICT COURT

CLARK COUNTY, NEVADA

- - -

JEFFREY BENKO, a Nevada resident, et al., Plaintiffs, vs. QUALITY LOAN SERVICE CORPORATION, a California Corporation, et. al., Defendants.	Case No: A-11-649857-C

DEPOSITION

WESLEY ANDREWS

San Diego, California

February 3, 2017

ATKINSON-BAKER, INC.
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REPORTED BY: SUZANNE M. SOPER, CSR NO. 8120

FILE NO.: AB01217

DISTRICT COURT

CLARK COUNTY, NEVADA

- - -

JEFFREY BENKO, A Nevada Resident, ET. AL., Plaintiffs, vs. QUALITY LOAN SERVICE CORPORATION, a California Corporation, et. al., Defendants.	Case No: A-11-649857-C

DEPOSITION OF WESLEY ANDREWS, taken on behalf of Plaintiffs, at 444 West C Street, Suite 405, San Diego, California, commencing at 11:02 a.m., on Friday, February 3, 2017, before Suzanne M. Soper, CSR 8120.

A P P E A R A N C E S:

FOR PLAINTIFFS:

LAW OFFICES OF NICHOLAS A. BOYLAN
BY NICHOLAS A. BOYLAN
444 West C Street, Suite 405
San Diego, California 92101

FOR DEFENDANT:

MCCARTHY & HOLTHUS, LLP
BY THOMAS BECKOM
950 West Sahara Avenue, Suite 200
Las Vegas, Nevada 89117

ALSO PRESENT: COLETTE STARK, VIDEOGRAPHER

A. I'm employed by Quality Loan Service. 11:04
Q. What is your title?
A. I'm the CFO.
Q. How long have you held that position?
A. Since April 2016. 11:04
Q. Do you have an employment contract?
A. Not to my knowledge.
Q. Can be informal, even such as a letter agreement. Do you have that with your employer?
A. Not to my knowledge. 11:04
Q. What was your position prior to April 2016 when you became the CFO of QLS? Can we call it "QLS"? You'll understand that means Quality Loan Service when we use the acronym QLS today?
A. Yeah, that's how I refer to it as well. 11:04
Q. Thank you.
A. Um, I was the Chief Strategy Officer before CFO, but at the time I was working for McCarthy & Holthus.
Q. So you went directly from being the Chief Strategy Officer for the law firm McCarthy & Holthus to being the CFO of QLS, correct? 11:05
A. I'm still employed by McCarthy & Holthus, but I do the accounting and oversight of all Quality Loan Service, QLS, as well, in my current role. 11:05

Q. So you have two employers? 11:05
A. No.
Q. I need to sort that out because that has legal implications. Can you please clarify that for me?
A. My current employer is McCarthy & Holthus, and that's who I have been employed with in both the last two positions that I just referred to. 11:05
Q. And you began by indicating that you were the CFO of QLS. Do you actually hold that title?
A. Yes. 11:06
Q. Forgive me for asking, but QLS is a separate entity from the McCarthy & Holthus law firm, as far as you know?
A. Yes.
Q. And you are an officer, in fact, the Chief Financial Officer of QLS, correct? 11:06
A. Yes.
Q. Okay. When did you first begin employment with either McCarthy & Holthus or QLS?
A. My first day of work with Quality Loan Service was October 1st of 2005. 11:06
Q. What position did you assume?
A. I was just the accounting clerk, I think they called it at the time.
Q. How long did you hold that position? 11:07

A. Roughly a year, and then I was accounting supervisor. 11:07

Q. Very good.

And what was the next position after 2006, let's say? 11:07

A. From there, I went on to be the accounting manager.

Q. In around 2007?

A. I was still accounting manager.

Q. Okay. And how long did you remain the accounting manager of QLS? 11:07

A. To my best -- I want to say 2010 is when I switched over to being McCarthy & Holthus and the Chief Strategy Officer.

Q. In a general sense, describe the change in your responsibilities in the nature of your work when you first made that transition from QLS accounting manager to strategy for McCarthy & Holthus. 11:08

A. So the reason why I switched from Quality Loan Service to McCarthy & Holthus is because there was a need for operational oversight in the law firm of McCarthy & Holthus. So I went and worked for the direct partner in McCarthy & Holthus to help strategize, look for inefficiencies in process and things like that. 11:08

Q. At the law firm itself or within QLS, or both? 11:08

Q. Thank you. Maybe I -- better to ask you because you know better than I. What is the overall scope of your responsibility as the CFO of QLS? 11:11

A. I would say my scope as the CFO of QLS is billing, accounts receivable, management of cash and management of accounting staff. 11:12

Q. How many accounting staff are you over today?

A. For QLS, I directly manage maybe two people.

Q. Let's, if I can, test your memory. And I ask you to give your best recollection, sir, even though you may not be 100 percent positive. Let's go back to 2012, for example, when you were the accounting manager. How many staff reported to or were underneath you at that time in 2012? 11:13

A. A lot less than now. It was a different capacity for me back then versus now, so -- well, actually -- so in 2012, when I was the accounting manager -- I'm having to think back, sorry -- I was in charge of directly the supervisors of each of those departments, so one -- one person for each of those departments. One for billing, one for accounts receivable, one for cash, so I had three people directly under me for QLS. 11:13 11:13

Q. Okay. Let's just -- give me your best estimate of the greatest number of people that were within the 11:13

entirety of the accounting department from approximately 2008 to 2012. 11:14

MR. BECKOM: Objection, form.

You can still answer.

THE WITNESS: Um, the entirety for Quality Loan Service? 11:14

MR. BOYLAN:

Q. Yes, sir.

A. In the accounting department, I would say 30.

Q. And during that period of time 2008 to 2012, who was the CFO over these approximately 30 people? 11:14

A. John Valkus.

Q. How is his last name spelled?

A. V-A-L --

Q. K or V? 11:14

A. V as in Victor.

Q. Thank you.

A. A-L-K-U-S.

Q. And do you know where he is nowadays?

A. He's deceased. 11:15

Q. Oh. Was there any other position that held that responsibility at QLS between 2008 and 2012?

A. No.

Q. I want to ask you about your entire tenure. Well, first let me back up. I apologize. Talk about 11:16

(Whereupon the document referred to is marked by the reporter as Exhibit 2 for identification.) 11:19

MR. BOYLAN:

Q. After you have a moment to look at it, you'll see it's very similar to Exhibit 1. But I will ask you just to tell me what it appears to you that this document is, whenever you're ready. 11:19

A. It appears to be the same as the one that you provided for me from LinkedIn. It has -- that's what it says at the top, anyway. 11:19

Q. So basically a printout from the content of the LinkedIn profile of Naike Lewis, correct?

A. Correct.

Q. Am I pronouncing her name correctly?

A. I don't know. I've never seen this person before in any capacity. 11:20

Q. Okay. Um, this was printed, it looks like back in September of 2016. I could print one for today, but at least as of that print date, it states that she was a payoff and reinstatement clerk at Quality Loan Service Corporation located in San Diego. 11:20

Do you see that at the top, sir?

A. I'm sorry, I missed that. Oh, at the very top. Yes.

Q. And it goes on to describe her experience where 11:20

she also indicates down below a billing analyst for Quality Loan Service Corporation from August 2014 to the present. Do you see that? 11:20

A. Correct, I see that.

Q. And items indicated there are process payoff and reinstatement quotes, calculation according to the fees and costs, took a high volume of calls from lenders and borrowers requesting payoff and reinstatement quotes, and it goes on from there to describe various other activities that she performed while at QLS. 11:20 11:21

Those activities as described there by her in her LinkedIn profile are familiar to you?

A. From my knowledge of that department, yeah, but I wasn't working for Quality Loan Service during this time period. 11:21

Q. And the department you're referring to is called what?

A. The department that does that specific function is -- I would refer to it as the Payoff and Reinstatement Quotes Department. But she has it listed here as Billing Analyst, which would be different functions, in my opinion. 11:21

Q. But then at the top, she says, "Payoff and reinstatement clerk." Do you see that at the very top under her name? 11:22

A. Correct, I see that. 11:22
Q. So that would be consistent with the duties she describes; is that correct?
A. Correct, I would say that a payoff and reinstatement clerk would do those duties. 11:22
Q. When -- and we may have to go back to 2005, but when, if ever, did you have those responsibilities or similar responsibilities related to reinstatement and payoff while you were historically employed at QLS?
MR. BECKOM: Objection, form. 11:22
THE WITNESS: So when I was the accounting manager, I managed the payoff reinstatement quotes department. And we would we would do similar functions here, which are the borrower sending us funds to pay off or reinstate their loan. 11:22
MR. BOYLAN:
Q. What years were those that you were the manager over those folks doing that work?
A. If I can refer to this document, it might help, to make sure I get it right. 11:23
MR. BECKOM: Let the record reflect he's referring to Exhibit 1.
MR. BOYLAN:
Q. It seems to indicate 2007 to September 2012; is that correct? 11:23

A. Correct. 11:23

Q. Could you explain the process during that period of how QLS would receive and apply monies from borrowers with respect to reinstatement of their loans?

A. So the department would get a payoff or reinstatement quote initiated by the borrower. The borrower would contact their lender, their servicer, and then they would send us the amount that they need to send in order to reinstate or pay off the loan. 11:23

The monies were received by our office, our accounting department. And then if there's any discrepancies, like if they forgot to sign the check or if it was a penny short or something like that, we would be the ones that would handle communication either back through our TSO units or directly with the borrower just to help them make sure that they can properly reinstate or pay off their loan. 11:23 11:24

Q. Including phone communications with the borrowers?

A. Very rarely would accounting get involved in that. It would probably be the person through -- back through the servicer, back through the bank. But on occasion, there might be a few instances that I can recall where we might have called a borrower and said, "You've paid us too much and we need to send a refund 11:24 11:24

check to you." 11:24

Q. And the incoming funds from the borrowers would, as a general rule -- not always, perhaps, but as a general rule, they were made payable to QLS, deposited into trust and then passed on to the lender client? 11:24

A. Correct.

Q. And Exhibit 2, Ms. Lewis says that she took a high volume of calls from lenders and borrowers with respect to payoff and reinstatement. Do you see that?

A. Correct, I see that. 11:25

Q. Did you also observe that there was a relatively high volume of calls from borrowers, for example, with respect to processing payoff and reinstatement from 2007 to 2012 when you were the accounting manager? 11:25

A. Not from borrowers when I was the accounting manager, no. That was very rare.

Q. And that was -- if I may suggest, that period of time was 2008, roughly, to 2012 was the height --

A. Yes. 11:25

Q. -- of foreclosure, correct?

A. Correct.

Q. And so what was -- what would you estimate -- and you understand it's just an estimate, you don't have to be exact. What would be your estimate of the average 11:25

units and they have other departments. But I'm really not even sure how many or what it looked like back then versus now. But I know they are subdivided by departments. 11:30

Q. Okay. Well, let's go back. And I want to focus with your knowledge as the accounting manager from 2007 to 2012 and focus specifically on the reinstatement and payoff, and try, if we can, to drill down into more of the particulars. 11:30

A. Okay. 11:30

Q. So let's talk about things at the clerical level more for a moment during those heavy years, 2008 to 2012.

Checks would come in from the borrowers to reinstate or pay off their loans, including Nevada, correct? 11:30

A. Correct.

Q. The checks would come in. And take me through the processing of those checks from arrival in the mailroom or whether FedEx or hand delivery. And I'm -- I'm just going to give you a suggestion, but I want you to tell me how it works. Mailroom or they go to a specific person, clerical person, receiving person, they are perhaps sorted by state or not. Someone has to open them, identify that there's a check, enter into some 11:30 11:31

process where they are matched with the client, the loan number. Deposit slips are created, electronic systems are employed to register the entry of the check, perhaps communicate with the lender back and forth. Deposit slip is created. It's either stamped or signed. It's signed over to someone else. Someone actually has to physically take it to the bank, or maybe there was electronic banking. The check is deposited into QLS's accounts. 11:31 11:31

And then within some time period, depending on the client, it may vary, within 24 hours or 48 hours, assuming no problem, electronically or by check, QLS will then pass that money on to its lender client with some type of notification. 11:31

I don't know if that's right, but that's what I'm looking for for you to describe for me the process from the time the check arrives at the door of QLS. 11:32

A. So when I was the accounting manager, we had a process in place where the mailroom would have a log, and the log was also validated by reception at the time, I think, because some people worked both groups. A log of all checks, and those kind of checks come in the form of FedEx, usually, and things like that, but there's other ways that they might get there, just USPS or whatever. But for the most part they are FedEx and they 11:32 11:32

are logged immediately. Any kind of -- 11:32
Q. So the reception or the mailroom would open them to identify a physical check inside first, correct?
A. Correct.
Q. And what did the log show then, the amount, the payor? 11:32
MR. BECKOM: Objection, form.
THE WITNESS: Yeah, the log would indicate what kind of check it is. They also have access to -- like to -- well, once they got it to reception, which is also a clerk/admin type position, that person, which I'm calling a receptionist, but they are really just an admin, has access to IDS, which is our system that we keep everything electronically. And then they would be able to look up the file and see what -- why did we get this check, basically. Did we get it for reinstatement or payoff? What is the TS number, which is our internal number. 11:33 11:33
And once it's logged, if the file is closed for whatever reason, stuff like that, they -- they had procedures to call that assigned staff on the file immediately and, "Hey, we got this check and it's closed. What's going on?" 11:33
Versus if it's an active file, logging it, getting downstairs to our payoff reinstatement department in the 11:34

San Diego office immediately, and that way we can pull up the quote and figure out how to apply the funds, how quickly -- how quickly is it -- were they received on time? Were they not? And that kind of a thing. 11:34

So they would look at the date that the FedEx was sent and that kind of stuff. So that makes it easier for our tracking to make sure that, did they actually send it on time? Was it just some kind of a courier issue? 11:34

And, you know, we're going to give them the benefit of the doubt if it was sent on the right date. 11:34

So we go through our process to check and validate that everything was on time, and do we need to go back to the assigned person on the file and call the lender if there is an issue or contact the -- or find out a way to contact the borrower if it was -- the check was not signed or anything happens in that regard. 11:34

So we start our process and deposit them into the bank electronically from that office as well. We don't have to go anywhere. We just have ways to deposit it into our account. 11:35

Q. And so you had electronic banking such that the checks could be imaged in some way and be deposited into QLS's account?

A. Yes. 11:35

Q. Okay. And what's your ballpark, very rough ballpark estimate of the average number of checks per month that came in in that respect and were processed that way during the heavy years between 2008 and 2012? 11:35

A. Um, from my recollection -- recollection, we were doing ten disbursements a week, but that was just for Quality Loan Service, that I can recall. 11:35

Q. And when you say, "Disbursements," you're talking about passing the money on to the lender client?

A. Yeah, we would -- that's what we called it internally is we deposit it and disburse it either back to the servicer, or if there is a reason to disburse any money back to the borrower -- like we would often look to see if, you know, there's money here that they sent in addition, we don't send that back to the servicer. When we can, we try and send it directly to the borrower and say, "Hey, you overpaid and we want to refund this money immediately back to you." 11:36 11:36

Sometimes we send it all back to the servicer, but we try not to if we can. 11:36

Q. And if it's a bank, they would either -- it would either go to their servicer on their behalf or the bank itself, sometimes both?

A. Yeah. I mean, I'm probably using the servicer because it's an internal, but it's really the bank -- 11:37

sending it back to the bank directly. 11:37

Q. That's what I thought. I just didn't know about your terminology.

A. Yeah.

Q. Do you -- were you aware when you were the accounting manager, did you have any general awareness of the breakdown percentage of files that QLS was handling in the different states? 11:37

For example, you might say, "You know, I think we were probably -- 30 percent of our files, 30 percent of our business was California, and then maybe 20, 25 Nevada, maybe, you know, 15 Washington, 15 Arizona." I don't know if you can do that. I'm just asking you. 11:37

Are you able to estimate it that way during those heavy years from approximately 2008 to 2012? 11:38

A. Honestly, in those days, I was so busy managing people and process that that all defaulted to the CFO and the higher-ups at the time. I really did not even care. I -- we didn't process, you know, Nevada differently than California at the time. It's like all the money came in and we're pumping through it and looking for the date that is most relevant and trying to get the money out and disbursed as quickly as possible. We weren't too worried about which state it was. 11:38

Q. As far as you know, all of QLS's business 11:38

activities in the State of Nevada, including the 11:38
reinstatement department and others that we have mentioned briefly, all of those business activities have essentially been the same from the time you joined the company until you recently became the CFO in Nevada? 11:38

A. From what I know from the knowledge of -- my personal knowledge, yeah, I don't -- the general cruz of the business is the same.

Q. What are your -- I'm sorry if I asked this now, but what is the broad scope of your duties currently as 11:39
the CFO of QLS?

A. I oversee the debits and credits, the accounting department, you know, the cash management, the billing, and the AR, accounts receivable.

Q. You mentioned that. I'm -- I'm trying to come 11:39
at it from a different angle, and I'm sorry if I was ambiguous. But what about management participation, participation in high-level management meetings, giving advice to the CFO on financial matters, participating in perhaps Board of Directors meetings or giving 11:39
presentations to other senior management? Do you have any of those responsibilities currently as the CFO?

MR. BECKOM: Objection, ambiguous.

THE WITNESS: Currently I -- I do provide, you know, finances to the partners in my current role, yeah. 11:40

MR. BOYLAN: 11:40

Q. And who are you referring to when you say, "The partners"?

A. The partners of the firm. So, you know, it's Mc- -- Kevin McCarthy and Tom Holthus are part of the owners of the law firm. 11:40

Q. And forgive me, but is it your understanding that they are also -- those two individuals are the owners of QLS?

A. Correct. 11:40

Q. Looking at Exhibit 2, Ms. Lewis references that she produced monthly reports using advanced and Excel spreadsheet functions.

Um, I guess what I need to know is, what kind of monthly reports or quarterly reports or semi-annual reports or annual reports are produced that relate to reinstatement and payoff? 11:41

A. None. There's no monthly annual type report that I know of.

Q. What about reports with respect to deposits and disbursements that relate to reinstatement and payoff; do you use an accounting system of some sort that keeps track of that? "You" meaning QLS. 11:41

A. QLS uses Sage MAS 500 for all of our transactions. 11:41

Q. S-A-G-E? 11:41
A. S-A-G-E.
Q. M-A-S-S?
A. M-A-S 500.
Q. How long has that been the case? 11:41
A. Longer than ten years, I -- I would say.
Q. And what are the reporting capabilities of that system?
A. So every invoice, every AR can be submitted and checks can be cut out of there. Like it's basically -- 11:42 like if you think of QuickBooks, but on a much higher level. It's a little bit more advanced. Invoices can be imported into it, things like that. So it has a lot more functionality for us. But basically keeps our accounting records. 11:42
Q. And let's talk specifically about money received for reinstatement and payoff. How is that recorded in the Sage MAS 500 system?
A. So once the -- they are logged and handed to the disbursement payoff reinstatement team, they would 11:42 go in -- into our cash management side of MAS 500 and record the deposit. The deposit -- the check is physically deposited in the bank by the cash management team, which is a different team.
And then when they need to cut an accounts payable 11:43

check, they would use the same system to cut checks and disburse the funds. 11:43

Q. Disburse it to the bank was done by physical check, not electronically, typically?

A. Typically. 11:43

Q. And that's true for 2008 to 2012 as well?

A. Yes.

Q. Okay. So you use Sage MAS 500?

A. Yes.

Q. You are -- forgive me for asking this, but you are highly proficient at it, using that system? 11:43

A. Yes.

Q. Is there anyone more efficient or -- no. Is there anyone more skilled or more capable using that system that's an employee of QLS than you are? 11:44

A. No.

Q. If you were to -- if you were to go -- if you were to go back to work right now to try to generate a report showing the total amount of dollar receipts for reinstatement and payoff for each of the years 2008 to 2012, how would you do that, using Sage MAS 500 or any other means? 11:44

A. Um, if I went back to work and started researching it, it would -- I would confirm the logs -- I would look at the logs and also look at the deposits 11:44

from that time period, because they are deposited in different GL's, so I have a different general ledger to look at. 11:45

Q. So you have a general ledger that's dedicated to reinstatement and payoff? 11:45

A. Correct.

Q. For each year?

A. Correct.

Q. And those are all retained on the system?

A. Yes. 11:45

Q. So, for example, if you were to go back to your office, you would log into the system and would you punch the keyboard to access the general ledger for reinstatement and payoff receipts for 2008, hit a couple buttons, and it would appear on the screen? 11:45

A. Correct.

Q. And you could do that for each of the years 2008 to 2012?

A. Correct.

Q. Will the -- will that screen show you or will you have to go deeper into each transaction, the state, Nevada, California, whatever, for the file involved? 11:45

A. That screen would not, but the details behind each transaction would have that.

Q. And to get that detail for each dollar receipt 11:46

shown on the general ledger, is that just clicking a button on the ledger itself that takes you deeper or do you have to do a different search in a different screen? 11:46

A. Um, from my knowledge, it would be just be pressing the button, but it would be over and over and over. It would be very monotonous. 11:46

Q. For each transaction?

A. Yeah.

Q. To find the state of origin.

A. Yes, but that's how you do it, yeah. 11:46

Q. But your estimate -- your estimate is that there were only about 500 checks a year received by QLS for reinstatement and payoff from 2008 to 2012?

And I say that because I think you indicated about ten a week, but if you would like to change that, please do, because you know much more than I. 11:47

A. Um, I -- again, it's a guess, so I -- that sounds logical to me, yeah.

Q. It sounds like a reasonable ballpark estimate or is it a pure guess? 11:47

MR. BECKOM: Objection, form.

THE WITNESS: Um, sounds reasonable, yeah.

MR. BOYLAN:

Q. And the answer you gave me, just to be clear, and I apologize, but -- I think I know the answer, but 11:47

in your -- in giving those answers, you were talking about receipts for both reinstatement and payoff? Not just one or the other, you were talking collectively for both of those, correct? 11:47

A. Correct. 11:47

Q. And you were also talking exclusively about checks received for reinstatement or payoff from the borrowers, because that was my original question, correct?

A. Correct. 11:48

Q. Okay. Let's go back now and approach it in a completely different category.

Let's stay focused on 2008 to 2012. Let's stay focused on, um, reinstatement or payoff. And let's stay focused on checks received for reinstatement or payoff. 11:48 But let's switch into a category completely different, and that is checks received for those purposes from third parties or others, not the borrower themselves. Because that all -- that would also sometimes happen, correct? 11:48

MR. BECKOM: Objection, form.

THE WITNESS: No. Not for a payoff or a reinstatement, no.

MR. BOYLAN:

Q. Okay. Others have told me that sometimes 11:48

checks will come in from family members, not the actual borrower. Sometimes checks will come in from lienholders, in the variety of sources. And did you not experience that? 11:48

MR. BECKOM: Objection, form. 11:49

THE WITNESS: I -- I guess the check itself could come from wherever source they got it from, yeah. I mean, it wouldn't necessarily be their personal bank account, no. So, yeah, wherever it came from.

MR. BOYLAN: 11:49

Q. All right. So you were including those in your prior answers?

A. Yes.

Q. Okay. Then let's switch over to still another category, if I may. Checks that come in from third parties. By third parties I mean -- excuse me -- um, lienholders or third parties who purchased at a foreclosure sale. QLS would receive those checks as well, correct? 11:49

A. Correct. 11:50

Q. And what would be your estimate of the average monthly number of checks of that type received by QLS during the heavy years of 2008 to 2012?

A. It would be double that prior number for the -- so 20 a week. 11:50

Q. So somewhere -- ballpark estimate of those number of checks received would be about 1,000 checks a year of that type of funds? 11:50

A. Seems reasonable, yeah.

Q. Okay. And could you walk us through the process of how those checks would be handled by QLS, again, from the time of arrival by FedEx or other means to the mailroom or reception? 11:50

A. Those checks would be handled in the same fashion as the -- as the others. 11:50

Q. Okay. Just as you previously described in your answers?

A. Yeah.

Q. Thank you.

All right. So let's go back to Sage MAS 500 again. I think your answers are the same, but as you can see, my job here is laborious. 11:51

In terms of going into the Sage MAS system to try to pull up the general ledger for each of those years 2008 to 2012 that would record third-party checks coming in and received by QLS, such as a result of a foreclosure sale, you could access that general ledger for each of the years 2008 to 2012 in the same way that you described earlier with respect to borrower receipts? 11:51

A. Yes, we could. 11:51

Q. So that is, in fact, a distinct and dedicated general ledger that existed for those years 2008 to 2012? 11:51
A. I can't say for certain off the top of my head.
Q. And by that do you mean there could have been some other types of payments entered into that ledger or you don't even know if the ledger exists? 11:52
MR. BECKOM: Objection, leading, speculative.
THE WITNESS: I don't know if there were other funds in that category. I just don't recall. 11:52
MR. BOYLAN:
Q. All right. But nevertheless, the ledger does exist which includes at least those types of funds received, correct?
A. To my knowledge, yeah. 11:52
Q. Okay. Is there a document of any type, written, electronic, and maybe it's comprised into components of different documents, one or more documents, which describes the reporting and searching capabilities of Sage MAS 500? 11:52
And let me just give you by way of example, typically when those types of systems are purchased or the vendors that provides them and updates them and all that, they give you these manuals. Sometimes they are in a notebook. And they have categories. And they tell 11:53

you everything the system can do and how to do it and what kind of reports you can generate and all that. 11:53

Do you have something like that for Sage MAS 500?

A. I do not. When it was purchased, I was not high enough in the totem pole to be included in those discussions. 11:53

Q. Have you seen it, though, or do you know where it's kept in the office?

MR. BECKOM: Objection, form.

THE WITNESS: I -- no. And I took over John's office when he passed away, and I -- if it was in there, I missed it. 11:53

MR. BOYLAN:

Q. So if on any occasion you're trying to do something or access something or create something or record on something from the Sage MAS system, and you don't really know how to do it -- I don't know that that ever occurs, but if it does, what's your go-to source? How do you figure it out? 11:53

A. I've never had that happen. 11:53

Q. Okay. Thank you.

A. Yeah.

Q. Amounts received from borrowers for reinstatement and payoff, were those deposited into a trust account? 11:54

A. Correct. 11:54
Q. What's the name of that account, or all of them if there's more than one?
A. Loosely we call it the "Nevada Trust Account."
Q. And what bank holds that? 11:54
A. I don't know. Not sure on that one.
Q. Is it -- is it local here in San Diego?
A. I don't know.
Q. Who has signature authority on the trust account, the Nevada trust account? 11:55
A. That -- that would be -- can you frame in what capacity?
Q. Well, on the signature card. Typically, as you know, for a particular account -- trust account in particular, you have to have -- the signatories have to 11:55 sign a signature card at the bank and they are the only authorized folks.
A. Dave Owen would be the one that comes to mind.
Q. And you -- you denominated it the "Nevada Trust Account," so -- and I have to back up because maybe I 11:55 misunderstood.
All of the checks received from Nevada borrowers for reinstatement and payoff, those are deposited exclusively in QLS's Nevada trust account?
A. Correct. 11:56

Q. All right. So the process you were describing earlier where you get all these checks in from potentially all over the country, at some point they are sorted and matched up to Nevada, the ones that relate to Nevada files, and there's a separate deposit slip, so to speak, for those because they have to go into the Nevada trust account; is that true? 11:56 11:56

A. Correct.

Q. And has that always been true for as long as you've been at QLS? 11:56

A. As far as I can remember, yeah.

Q. Okay. And is there, then, also -- I mean, obviously you have the bank statements for the Nevada trust account which would show all of those historical deposits, correct? 11:56

A. Yeah.

Q. Do you also have a specific ledger in Sage MAS 500 which keeps track of all of the deposits into the Nevada trust account?

A. Yes. 11:57

Q. And that's true going back to at least 2007?

A. Yes.

Q. I think you did some work related to the subject -- well, perhaps related in general to the subjects we're now discussing recently, based on some 11:57

the reporter as Exhibit 4 for identification.) 12:21

MR. BOYLAN:

Q. This is a QLS document produced to us in this case. I'm unsure why it's not Bates numbered. It could have been one of the very early documents produced to us in this case. I'm just not sure. 12:22

But it says -- it has Quality Loan Services' heading on the top foot. You see the address there on 5th Avenue in San Diego. And it refers to a specific property on Green Ice Avenue in North Las Vegas. 12:22

It's addressed, "Dear Borrower(s)," and it's essentially a 2-page document. Appears to have an attachment and also a proof of mailing and a notarization.

Have you ever recognized -- do you know the name of the notary public there? Do you know that person from QLS, perhaps, the last page? It looks like his or her name is "Hanalor Alizima" or something like that. 12:22

A. I have no idea who that person is.

Q. And what about the signatory above that? You see the signature line there? Can you read that handwriting? 12:23

A. The one that's spelled out "Joan Peck"? Is that what you mean or --

Q. Oh, okay. Yeah, we will start with that. Do 12:23

you know Joan? 12:23

A. No.

Q. Okay. Um, on the first page -- going back to the first page --

A. Oh. 12:23

Q. Do you recognize that as the heading and the address of Quality Loan Service?

A. I do.

Q. And you worked in that office in years previous? 12:23

A. I've never worked in that office, no.

Q. Okay. They had two offices in San Diego at one time, correct, QLS?

A. Correct.

Q. Um, let's talk about these question marks that 12:23 are identified here in this communication by QLS to the borrower. And I want to see to what extent you have knowledge either from your business, your industry knowledge or from your particular experience at QLS, including, of course, your accounting discipline. 12:24

Extension and stipulation, it's indicating the borrower could pay a certain amount of money and I guess apparently obtain some kind of extension. So they would pay a portion of delinquent amount, and the remaining portion would be added to the end of the loan. 12:24

Do you see that? 12:24

A. Yes, I see that.

Q. How did -- if and when that occurred and that service was provided by Quality Loan, how would the accounting department in any way be implicated in that? 12:24 I guess just the receipt of the funds and passing on the funds?

MR. BECKOM: Objection, form.

THE WITNESS: To my knowledge, we have never done it that way. We have never had that come up, but -- 12:25

MR. BOYLAN:

Q. Okay. Let's go to the next one, Loan Modification, which we know from experience sometimes also involves payments of one kind or another.

Um, to the extent QLS performed or participated or 12:25 facilitated a loan modification at any time since 2005, how would the accounting department be implicated, if you know?

MR. BECKOM: Objection, form.

THE WITNESS: We're not involved in any loan mod 12:25 activity at all. That's a completely separate department in Quality Loan Service.

MR. BOYLAN:

Q. And how long has that department existed, to your knowledge? 12:25

A. I don't know, honestly. 12:25
Q. Has it been there since you arrived?
A. It may have been, but I don't -- I have no idea.
Q. Do you have any idea how many people are in that department currently? 12:26
A. No.
Q. Do you know where they work physically?
A. They should -- they are in the Ivy building.
Q. Ivy address? 12:26
A. Ivy address, yeah.
Q. Deed in Lieu of Foreclosure, you've already explained, I think, how the accounting department would be involved if QLS performed that service. And essentially -- I'm not meaning to limit your testimony, 12:26 but essentially you said it's billing?
MR. BECKOM: Objection, form.
THE WITNESS: Yeah, the way that we're involved would be billing.
MR. BOYLAN: 12:26
Q. Reinstatement, I think you've already explained, for the most part anyway -- I may have more specific questions later, but you've already explained how the accounting department would be involved with reinstatement. 12:26

And the next item says, "Pre-foreclosure Short Sale." 12:26

Um, is -- to your knowledge, has the accounting department ever had any interface or involvement if that service was provided, including billing or receipt of 12:27 the funds from the short sale?

A. To my knowledge, um, accounting isn't involved in short sales at all.

Q. What about if funds are received by QLS pursuant to a short sale? If that occurred -- I'm not 12:27 saying it did, but if that occurred, it would be a process where you would deposit them into trust and then pass them on to the lender?

MR. BECKOM: Objection, assumes facts not in evidence and speculative. 12:27

THE WITNESS: Um, that would not -- that would not be a case that would happen because we would have to get a reinstatement or payoff quote, and it would fall through the reinstatement or payoff channel.

MR. BOYLAN: 12:28

Q. Okay. According to any understanding you have currently as the CFO of QLS and historically based on all of your work there, I want to direct your attention to something on the second page there.

The first couple sentences of the middle and 12:28

largest paragraph written there by QLS, it says, "Contacting this office will not suspend your obligation to make your mortgage payments. This office will continue all collection and foreclosure activity unless and until a work-out plan has been completed or agreed to by" -- obviously the client there, the bank, "Nationstar Mortgage and you." 12:28 12:28

Do you see that?

A. I do see that.

Q. Again, just from your knowledge in your current position and your historical work for QLS, what was the breakdown in terms of the types of services QLS was providing between collection and foreclosure activity? 12:28

MR. BECKOM: Objection, form.

MR. BOYLAN: 12:29

Q. Do you understand the question?

A. I don't.

Q. Look at with me this sentence. It says, "We're going to continue with all collection and foreclosure activity." 12:29

And the word "and," as you know, is conjunctive. So there's collection activity and there's foreclosure activity. Do you know how those separate or breakdown in terms of what QLS would perform?

MR. BECKOM: Objection, form. 12:29

THE WITNESS: I don't know what Quality Loan Service would do. I only know what the accounting department would do. 12:29

MR. BOYLAN:

Q. And what functions of the accounting department were involved on the side of the collection activities that are referred to there? 12:29

A. The only thing we do is receive the funds that pay off or reinstate the loan. That would be the only -- that would be my interpretation of that from my standpoint of accounting. 12:30

Q. Have you ever participated in any management meetings which involved any discussion directly or indirectly about whether QLS is considered a debt collector? 12:30

A. No.

Q. Is it your understanding, as you sit here today, that before any calls from borrowers, for example, come into the accounting department -- and I know you said you shy away from those generally -- but before any calls come into the accounting department either by recording, pre-recorded message or otherwise, are the borrowers told anything about QLS being a debt collector? 12:30

A. When an outside party calls the office, there 12:30

Okay. So, again, going back to MAS 500 there is a general ledger or some other means for us to collect and report upon the files, including Nevada files, which were closed as a result of sold to beneficiary? 12:37

A. Correct. 12:37

Q. Because those are separately billed. There's a separate general ledger for that category, correct?

I'll withdraw the question.

How would you -- consistent with your earlier testimony, if you were to search on MAS 500 to bring up a report showing all of the files for each of the years 2007 to 2012 which were closed as a result of sold to beneficiary, you could do that? 12:37

A. The -- well, with my earlier testimony, that category is also part of the sold to third party, which is kind of where I said it would take a little bit longer to figure that part out. 12:38

Q. I see. Even though the lender is not a third party -- it sounds inconsistent to me, but you're sure those are all lumped together, sold to beneficiary as opposed to sold to third party? 12:38

A. That's where it's hard for me to recollect exactly what --

Q. You have to review it?

A. Yeah, I'd have to review it. 12:38

THE WITNESS: Correct, I can -- I can search by that field. 12:41

MR. BOYLAN:

Q. And you can search simply by -- you can search to bring up all TS numbers that begin with NV, as you mentioned earlier, correct? 12:41

A. Correct, I can search all NV files, yeah.

Q. So I take it you haven't done it -- and correct me if I am wrong, but could you give me any kind of ballpark estimate the number of NV invoices on average that QLS was issuing during any of those years, 2007 to 2012? 12:42

A. Um, well, we would have had an invoice for every one of those restatements and payoffs, so at least double that number. So at least couple thousand -- couple thousand, but I -- I couldn't tell you beyond that because it would be speculation. I wouldn't know exactly. 12:42

Q. Understood.

Would your department issue checks to vendors such as First American Title in the normal course? 12:43

A. Yes, my -- my department would handle the check to First American, yeah.

Q. Including for trustee sale guarantees that are reflected there on Exhibit 7? 12:43

EXHIBIT "AA"

EXHIBIT 3
WIT: Owen
DATE: 10-2016
All American Court Reporters

QUALITY LOAN SERVICE CORP.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

INVOICE

1/5/2009

Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

Loan No:	[redacted]	Invoice #:	171175
Borrower:	CAMILO MARTINEZ, ANA L. MARTINEZ, JUAN M PEREZ RAMIREZ	Invoice Type:	Final Bill BK Filed
Loan Type:	Conventional Residential	T.S. No:	NV-08-199628-TD
File Opened:	9/12/2008 8:12 AM		
1st Action:	9/12/2008 12:00:00 PM	Unpaid Balance:	$279,450.90
Status:	Sale Period Bankruptcy Hold	Property Address:	3305 GREEN ICE AVENUE NORTH LAS VEGAS, NV 89081

Description of Current Fees and Costs	Amount
Statutory Mailings 10 Day [Quality Loan Service Corp.] - 09/19/2008	$120.60
Statutory Mailings NOS [Quality Loan Service Corp.] - 12/16/2008	$132.66
	[SUBT: $253.26]
Trustee Sale Guarantee [First American] - 09/12/2008	$600.00
NOD Recording [First American] - 09/12/2008	$41.00
Substitution Recording [First American] - 09/24/2008	$40.00
Notice of Sale [First American] - 12/17/2008	$15.00
	[SUBT: $696.00]
Posting of NOS [LPS Agency Sales & Posting] - 12/16/2008	$120.00
Publication [LPS Agency Sales & Posting] - 12/16/2008, 12/23/2008, 12/30/2008	$435.00
	[SUBT: $555.00]
Sub Total of Costs	$1,504.26

Trustee Fee - 09/12/2008	$540.00
Sub Total of Fees	$540.00

Current Invoice Total Amount Due	$2,044.26

** REQUEST FOR PAYMENT **

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: Alba [redacted]

EXHIBIT
1
Andrews

QLS694

EXHIBIT "BB"

☒ ☐ **Current Loan Number (F-N-CONV):** [redacted] *carla sampana (MCCARTHY)*

Borrower: MARTINEZ, CAMILO & MARTINEZ,
Address: 3305 GREEN ICE AVENUE
NORTH LAS VEGAS, NV 89081

Servicer: Nationstar Mortgage, LLC (CTX)
Attorney File #: NV-08-199628-TD
LenStar #: [redacted]
Investor #: Unknown

EXHIBIT 4
WIT: Owen
DATE: 10-20-16
All-American Court Reporters

File History Detail...

Back | Word Wrap: On

Sent: 12/24/2008 10:58:59 AM
From: Priscilla [redacted]
Read: 12/24/2008 2:31:59 PM
Read By: carla [redacted]
Topic: BID INSTRUCTIONS FOR 1/5/09 SALE
Message: BID UP TO $236,574.12 OR
BID UP TO $265,717.65 PLUS FEES AND COSTS IF 3RD PARTY INVOLVED

```
                                                                   AEC
Loan Number [redacted]   PO 04  12C2709  Int Paid To   7/01/08
Inv#   136  Loan Type 03 Sub Code  00   Next Due Dt  8/01/08  Int Rate  7.250
Prin Bal   273,450.90   Per Diem Amt      60.87  Interest Calcs    15,054.38
Optional Items to 1-Include or 0-Omit:                      Plan Number 0000.
0 Escrow Balance                 .00   1 Total Late Charges          653.01
  Interest on Escrow             .00   1 Total NSF Charges            25.00
1 Escrow Advance              337.35   1 Optional Ins Payment           .00
0 Misc Expense Bal               .00   1 Prepayment Penalty             .00
0 Forbearance Bal                .00   0 Last FHA MMI Premium           .00
0 8235 Balance                   .00   1 Other Fees Due                7.50
0 Haz Suspense Bal               .00   1 Rebate Points Financed     0000000
  Int on Haz Loss                .00
1 Investor Advance               .00   0 Recording Fee                00000
1 Corp Advance Bal            284.58-  0 Quote Fee                    00000
0 Corp Expense Bal               .00   1 Oth1 Prepayment Penalty     000000
0 Default Int Due                .00   1 Oth2 COUNTY RECORDING FEE   000000
1 Deferred Interest              .00   1 MBS Liq Difference             .00
0 Prepaid Ins Rebate             .00
Accept Quote - Y/N N                               PO Amt     295,717.65
F3=Exit   F5=Refresh   F6=New Loans   F10=Fees   F16=Suspense   F24=More keys
```

(G.171875)
(0)

EXHIBIT "CC"

Current Loan Number (F-N-CONV) [redacted]

lisa [redacted] (MCCARTHY)

Borrower: MARTINEZ, CAMILO & MARTINEZ,
Address: 3305 GREEN ICE AVENUE
NORTH LAS VEGAS, NV 89081

Servicer: Nationstar Mortgage, LLC (CTX)
Attorney File #: NV-08-199628-TD
LenStar #: [redacted]
Investor #: Unknown

EXHIBIT 5
WIT: Owen
DATE: 10-2016
All-American Court Reporters

File History Detail...

Back | Word Wrap: On

Sent: 2/2/2009 11:30:49 AM
From: Sonya [redacted]
Read: 2/2/2009 5:53:44 PM
Read By: lisa [redacted]
Topic: REVIISED BIDDING INST GOOD THRU 2/5/09
Message: Please choose from below depending upon your state:

```
Start bidding at $240347.14 (80% of payoff). If a third party enters the
bidding then competitively bid up to a maximum of $300,433.93  plus fees and
costs.
OR
Bid total payoff (At $300,433.93  plus fees and costs.

Loan Number [redacted]  PO On  2/05/09  Int Paid To  5/01/08

UNPAID Prin Bal    278,850.98
Interest Calcs     16,905.71
Total Late Charges            725.58
Total NSF Charges              25.00
Escrow Advance               981.44
Other Fees Due                  7.50
Corp Advance Bal            2,333.80

PO Amt       300,433.93

CORP ADVANCE BREAKDOWN
Code Description          Curr Balance
  AP   PROPERTY INSPEC           235.54
  LG   LEGAL FEES              2,098.26
```

(0.140625)
(0)

EXHIBIT "DD"

NV-08-199628-TD | [redacted]
MARTINEZ
3305 GREEN ICE AVENUE, NORTH LAS VEGAS,

1. 9/1/2011 8:05 AM — **File Closed by [redacted]** Entered by [redacted]

Reason: Sold Back to Beneficiary
Close Date: 9/1/2011

EXHIBIT 3
WIT:
DATE:

2. 4/29/2011 10:33 AM — **Manual Clearance sent to ASAP** Entered by [redacted]

From: Ryan [redacted]
Sent: Friday, April 29, 2011 10:33 AM
To: 'Sales - LPS'; 'Mike [redacted]
Cc: Yolanda [redacted]
Subject: NV-08-199628-TD Order #: 3958429 Clear to Sale

Clear to Sale
4/29/2011 10:28:24 AM Siene Prudente Bid Instructions Sent To LPS Agency Sales & Posting
Bid Good Through Date: 4/29/2011
Bid Type: High Low
Low Bid: 266303.79
High Bid: 333730.24
Remark:
4/29/2011 10:28:24 AM Siene Prudente Bid Instructions Sent To LPS Agency Sales & Posting Successfully.

Thank You!

Ryan [redacted]
Assistant Trustee Sales Officer

?2141 5th Avenue San Diego, CA 92101
?619.645.7711 [redacted]
?[redacted]@qualityloan.com

3. 4/29/2011 10:30 AM — **Bid Summary Approved** Entered by [redacted]

LOAN NUMBER: [redacted]
SALE DATE: 4/29/11
TOTAL DEBT: $333,730.24
BID TYPE: High Low

BID AMOUNT: $266,303.79 up to $333,730.24

4.
4/29/2011 10:21 AM Vesting Confirmed per Direct Source Entered by [redacted]

NATIONSTAR MORTGAGE, LLC

5.
4/29/2011 9:57 AM 10.02 Cert Entered by [redacted]

Sent: 4/29/2011 1:08:55 PM
From: jeanette [redacted]
Read: 4/29/2011 1:14:16 PM

Read By: ryan [redacted]

Topic: compliance note
Message: "This loan is in compliance with the 10.02 HAMP requirements, please proceed to Sale."
"This loan is in compliance with the 10.02 HAMP requirements, please proceed to Sale."

6.
4/29/2011 9:50 AM Sale clear Entered by m[redacted]

LSAMS clear

7.
4/29/2011 9:47 AM Fee and Cost Quote Entered by m[redacted]

Good Through: 04-28-2011
Requested: Referral Date: 9/12/2008 8:12 AM
Reason:
Comment:
Quote Total: $1,055.50Created By: Miriam [redacted]

8.
4/29/2011 9:45 AM Bid last 4/29/11 Entered by m[redacted]

NV-08-199628-TD | [redacted]

DO NOT GO TO SALE UNLESS TITLE IS CLEAR

Bid: 80% of payoff, If 3rd party bids, then bid total payoff plus fees and costs and please provide the contact information of 3rd party.

Payoff balance $332,879.74 (80% of the payoff is $266,303.79)

Payoff breakdown:

Unpaid Principal $279,450.90
Interest Due $46,136.91
Fees Billed $0.00
Late Charges $2,723.73
Deferred Late Charges $0.00
Corporate Advances $150.00
Escrow Advance $4,393.20
NSF Check Fees $25.00

9.
4/29/2011 8:24 AM **SALE NOT CLEAR** Entered by [redacted]

Pending client review

10.
4/28/2011 6:34 PM Client executed NMA Entered by [redacted]

IN VIEW DOCS.

11.
4/27/2011 1:43 PM Sale Postponed Entered by [redacted]

Entered By: [redacted]
PP sale 4/27/11
Please pp sale 2 days to allow time for review.

12.
4/27/2011 11:23 AM **PP sale 4/27/11** Entered by [redacted]

Please pp sale 2 days to allow time for review.

13.
4/27/2011 8:12 AM **SALE NOT CLEAR** Entered by [redacted]

Pending client review

14.
4/21/2011 3:49 PM pub dd information Entered by [redacted]

item no 3 and no 5 shown on pub datedown recorded after our 1st action; these are courtesy mailings.

15.
4/7/2011 9:16 AM Email to AB re UPB&Due Date Entered by [redacted]

From: Ryan [redacted]
Sent: Thursday, April 07, 2011 9:16 AM

To: Adriana [redacted]
Subject: NV-08-199628-TD | [redacted] UPB& Due Date changed

UPB& Due Date changed

IN IDS:
Unpaid Principal Balance: 279450.90
Date Interest Paid To: 5/1/2008
Accrued Late Charges:

Interest Rate/Payment/Late Charge 1
First Delinquent Date: 6/1/2008

Thank You!

Ryan [redacted]
Assistant Trustee Sales Officer

?2141 5th Avenue San Diego, CA 92101
?619.645.7711 [redacted]
?[redacted]@qualityloan.com

From: Miriam [redacted] On Behalf Of NationstarFcl
Sent: Wednesday, April 06, 2011 8:17 AM
To: Ryan [redacted]
Subject: RE: NV-08-199628-TD | [redacted]

UPB: $188,000.00
Due date: 1/1/11

From: Ryan [redacted]
Sent: Tuesday, April 05, 2011 11:00 AM
To: NationstarFcl
Subject: FW: NV-08-199628-TD | [redacted]

Hello, please provide the UPB & Due date

Thank You!

Ryan [redacted]
Assistant Trustee Sales Officer

?2141 5th Avenue San Diego, CA 92101
?619.645.7711 [redacted]
?[redacted]@qualityloan.com

From: Adriana [redacted]
Sent: Thursday, March 31, 2011 10:38 AM

To: Ryan [redacted]
Subject: NV-08-199628-TD | [redacted]

Bankruptcy hold has been released. Please review our file to make sure that our FCL was NOT in violation of the BK and also review the checklist below.

1st Action Valid -- yes
TSG received & cleared - yes
Mailings Valid - yes
Assignments Requested /Received / Recorded - yes
(verify vesting to insure we have the vesting AOM)
SOT Requested /Received / Recorded - yes
SSN obtained for each borrower (if missing we should have an NMA)-yes
NOS Valid - yes
Pub/Post Valid - yes
Review Date Downs for IRS liens - clear
UPB & Due Date Requested /Received / Updated -requested
Client system updated-yes

16.
4/5/2011 10:58 AM BK release review Entered by [redacted]

1st Action Valid -- yes
TSG received & cleared - yes
Mailings Valid - yes
Assignments Requested /Received / Recorded - yes
(verify vesting to insure we have the vesting AOM)
SOT Requested /Received / Recorded - yes
SSN obtained for each borrower (if missing we should have an NMA)-yes
NOS Valid - yes
Pub/Post Valid - yes
Review Date Downs for IRS liens - clear
UPB & Due Date Requested /Received / Updated -requested
Client system updated-yes

17.
4/1/2011 1:43 PM Sent Notice of Sale to title company Entered by [redacted]

NOS Title Package Scanned By: Ronald [redacted]
On: 4/1/2011

18.
3/31/2011 10:37 AM **Chapter 13 Filed 1/5/2009 Released by [redacted]** Entered by [redacted]

Chapter: 13
Date Relief Granted: 3/29/2011

Motion for Relief Granted

19.
3/30/2011 12:52 PM **QLS Civil Response to BK 09-10036 / Relief Granted** Entered by [redacted]

Relief Information Entered

20.
3/29/2011 8:24 PM **bk active & open** Entered by [redacted]

case#09-10036

21.
3/29/2011 11:21 AM **Emailed BK Hub** Entered by [redacted]

From: Mauricio [redacted]
Sent: Tuesday, March 29, 2011 11:21 AM
To: Qlsbankruptcyhub
Subject: NV-08-199628-TD | [redacted]/Case #: 09-10036

Hello,
Our office received notice from our client NSM stating to proceed with the FCL as BK case#09-10036. Please review the BK case#09-10036 mentioned above and confirm if we can release the BK hold from IDS.

Sent: 3/29/2011 9:42:49 AM
From: Bobby E. [redacted]
Read: 3/29/2011 2:36:32 PM

Read By: mauricio [redacted]

Topic: On Hold For: BK RELIEF GRANTED 03/29/11 CONT. W/FCL.
Message:

22.
2/28/2011 9:10 PM **bk active & open** Entered by [redacted]

case#09-10036

23.

1/25/2011 9:20 PM bk active & open Entered by [redacted]

case#09-10036

24. 9/8/2010 5:07 PM MFR Filed (47) Entered by [redacted]

Case # 09-10036
Hearing date was: 5/27/2009

25. 6/7/2010 9:51 PM Case# 09-10036 Entered by [redacted]

MFR granted
Uploaded docs, emailed Legal Resolutions and unit 4/28/2010

26. 5/13/2010 3:56 PM QLS CIVIL RE: BK HOLD/ADEQUATE PROTECTION REQUIRES FURTHER RELIEF BEFORE PROCEEDING
Entered by [redacted]
From: Khrishana [redacted] On Behalf Of BKLegal
Sent: Thursday, May 13, 2010 3:55 PM
To: Qlsbankruptcyhub
Cc: abtsounit
Subject: RE: NV-08-199628-TD | [redacted]/MFR granted/09-10036
Importance: High

Unit,

I have reviewed BK 09-10036 filed by the BWR, Camilo Martinez. Based on the Adequate Protection Order entered on 07.29.2009, it is our recommendation that the BK Hold remain in place. The Adequate Protection requires certain acts to occure prior to proceeding with the foreclosure. Proper Relief must be obtained.

First, the Debtor's were ordered to cure the postpetition default. The first payment was to commence on 06.20.2009 and continue thereafter for four months until arrearages are cured. If the Debtor's have failed to comply, it is up to Nationstar to serve written notice of default to the Debtor. The Debtor then has 10 days to cure the default after the mailing of such notice. In addition, Nationstar would still have to file a proposed Order to Terminate the stay based on the default. I do not see anything further filed in Pacer.

I have attached the most recent Order Granted. We trust that you will advise the client accordingly. Let me know if you have any questions.

27.
4/28/2010 6:54 PM **MFR granted** Entered by [redacted]

Case# 09-10036
Uploaded docs, emailed Legal Resolutions and unit.

From: Gabriela [redacted]
Sent: Wednesday, April 28, 2010 6:53 PM
To: Legal Resolution
Cc: abtsounit
Subject: NV-08-199628-TD | [redacted]/MFR granted/09-10036

Hello ,

A Motion was filed and granted on this file. Pacer and the MFR being granted in on IDS. Please advise the unit if they can proceed?

Thanks,

Gabriela [redacted]
Bk Hub

2141 Fifth Ave, San Diego CA 92101
PH: 619.645.7711 | FX[redacted]
[redacted]@qualityloan.com

28.
2/16/2010 6:04 PM **BK active and open** Entered by [redacted]

Case# 09-10036
MFR Filed (47)

29.
12/28/2009 3:44 PM **BK open and active** Entered by [redacted]

No MFR granted
No new notes since 07/30/2009
bk case 09-10036

30.
12/9/2009 **BK open and active** Entered by [redacted]

3:30 PM

No MFR granted
No new notes since 07/30/2009
bk case 09-10036

31.
11/3/2009 **BK active and open** Entered by [redacted]
6:44 PM

Case# 09-10036

32.
9/29/2009 **BK still active** Entered by [redacted]
12:45 PM

case#09-10036

33.
9/17/2009 **Client system still on BK hold** Entered by [redacted]
2:56 PM

Client system still on BK hold

34.
7/16/2009 **BK open and active in Pacer** Entered by [redacted]
7:29 AM

No updates for MFR filed on 05/01/2009 (47)

bk case 09-10036

35.
6/15/2009 **BK open and active in Pacer** Entered by [redacted]
9:45 AM

No updates for MFR filed on 05/01/2009 (47)

bk case 09-10036

36.
5/5/2009 **BK open and active in Pacer** Entered by [redacted]
8:07 PM

bk case 09-10036

37.
5/5/2009 **MFR filed on 05/01/2009 (47)** Entered by [redacted]
8:07 PM

Hearing scheduled 5/27/2009 at 01:30 PM

bk case 09-10036

38.
4/23/2009 **Sale Cancellation** Entered by [redacted]
8:11 AM

Sale was cancelled.
Sale Cancellation Comment: max out the 3 times allowed to pp sale for nv state. bk still active in pacer.

39.
4/2/2009
6:39 PM
BK open and active in Pacer Entered by [redacted]

bk case 09-10036

40.
3/3/2009
7:06 PM
bk open and active in pacer Entered by [redacted]

bk case 09-10036

41.
2/3/2009
7:13 PM
BK open and active in Pacer Entered by [redacted]

BK case 09-10036

42.
1/5/2009
10:47 AM
File invoiced Entered by A[redacted]

.

43.
1/5/2009
10:18 AM
Client was notified Entered by A[redacted]

44.
1/5/2009
10:15 AM
Pacer Docs & BK Docs Uploaded Entered by A[redacted]

.

45.
1/5/2009
8:00 AM
20% Warning Review- Bid instruction information reviewed
Entered by c[redacted]

,

46.
1/2/2009
3:35 PM
20% Approval Warning Entered by K[redacted]

,

47.
12/3/2008
1:36 PM
Notarizing/Sending NOS to title on 12/15 Entered by a[redacted]

,

48.
10/7/2008 ReivewTSG Entered by [redacted]
8:54 AM

NV-08-199628-TD | [redacted]

3305 GREEN ICE AVENUE, NORTH LAS VEGAS, NV, 89081

124-25-815-023

REGULAR TAXES 2008-2009
1ST INSTALLMENT DUE AUGUST 20, 2008: $728.10, PAID.
2ND INSTALLMENT DUE OCTOBER 1, 2008: $728.09, OPEN.
3RD INSTALLMENT DUE JANUARY 7, 2009: $728.09, OPEN.
4TH INSTALLMENT DUE MARCH 3, 2009: $728.09, OPEN

NATIONSTAR DOT IN 1ST POSITION

JUNIOR DOT IN FAVOR OF CTX MORTGAGE COMPANY, LLC., A CORPORATION $70,045.00

JUNIOR SUPPORT JUDGEMENT IN FAVOR OF STATE OF NEVADA - WELFARE DIVISION, DEPT. OF HUMAN RESOURCES,
SUSAN GROVE (NO AMOUNT SHOWN)

JUNIOR SUPPORT JUDGEMENT IN FAVOR OF STATE OF NEVADA - WELFARE DIVISION, DEPT. OF HUMAN RESOURCES,
SUSAN GROVE (NO AMOUNT SHOWN)

JUNIOR SUPPORT JUDGEMENT IN FAVOR OF STATE OF NEVADA - WELFARE DIVISION, DEPT. OF HUMAN RESOURCES,
SUSAN GROVE (NO AMOUNT SHOWN)

JUNIOR SUPPORT JUDGEMENT IN FAVOR OF STATE OF NEVADA - WELFARE DIVISION, DEPT. OF HUMAN RESOURCES,
SUSAN GROVE (NO AMOUNT SHOWN)

JUNIOR SUPPORT JUDGEMENT IN FAVOR OF FLORENCIA GAYTAN (NO AMOUNT SHOWN)

JUNIOR SUPPORT JUDGEMENT IN FAVOR OF STATE OF NEVADA - WELFARE DIVISION, DEPT. OF HUMAN RESOURCES,
SUSAN GROVE (NO AMOUNT SHOWN)

JUNIOR SUPPORT JUDGEMENT IN FAVOR OF OLIVIA PADILLA

(NO AMOUNT SHOWN)

JUNIOR JUDGEMENT IN FAVOR OF CAPITAL ONE BANK
$888.61

TITLE CLEAR

49.
9/18/2008 **Document Control Complete** Entered by [redacted]
1:10 PM

Completed By: Sarai [redacted]
On: 9/18/2008

50.
9/12/2008 **Audit Complete** Entered by [redacted]
3:40 PM

51.
9/12/2008 **E-MAIL FROM TITLE** Entered by [redacted]
3:37 PM

From: [redacted] James [mailto:jan[redacted]@firstam.com]
Sent: Friday, September 12, 2008 3:19 PM
To: Edith [redacted]
Subject: RE: Order #: 3868426- NV-08-199628-TD

Hello Edith,

Yes, I made the correction on the NOD before recording :)

Thanks!

James [redacted]
First American Title Insurance Company
3 First American Way, Santa Ana, CA 92707
[redacted] (fax)
Jam[redacted]@firstam.com

52.
9/12/2008 **e-mail to title** Entered by [redacted]
2:37 PM

From: Edith [redacted]
Sent: Friday, September 12, 2008 2:37 PM
To: '[redacted]@firstam.com'
Subject: Order #: 3868426- NV-08-199628-TD

Hey Dennis,
The NOD went out with the recording county missing. Did the NOD

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

EXHIBIT 13
WIT: Owen
DATE: 12-22-16
All American Court Reporters

Date: 5/12/2010

T.S. Number: NV-10-360187-RT
Loan Number: 1205265644

DEBT VALIDATION NOTICE

1. The enclosed document relates to a debt owed to:
   Americas Servicing Company

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

3. As of 5/4/2010 the total delinquency owed was $7,353.42, because of interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Before forwarding payment please contact the above at the address or phone number listed in order to receive the current amount owed.

4. As of 5/12/2010, the amount required to pay the entire debt in full was the unpaid principal balance of $139,978.42, plus interest from 1/1/2010, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full. For further information please write to the above listed address or call 619-645-7711.

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

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

EXHIBIT "W"

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

EXHIBIT 14
WIT: Owen
DATE: 12-20-16
All American Court Reporters

Date: 6/5/2010

T.S. Number: NV-10-365750-RM
Loan Number: 0011892247

DEBT VALIDATION NOTICE

1. The enclosed document relates to a debt owed to:
   JPMorgan Chase Bank, N.A.

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

3. As of 6/2/2010 the total delinquency owed was $36,425.82, because of interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Before forwarding payment please contact the above at the address or phone number listed in order to receive the current amount owed.

4. As of 6/5/2010, the amount required to pay the entire debt in full was the unpaid principal balance of $263,192.53, plus interest from 1/1/2009, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full. For further information please write to the above listed address or call 619-645-7711.

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

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

EXHIBIT "X"

DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * *

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a California resident; ANA MARTINEZ, a California resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident, RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident, JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada resident, DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident, JESSE HENNIGAN, a Nevada resident; KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident; SUSAN KALLEN, a Nevada resident; ROBERT MANDARICH, a Nevada resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a Nevada resident, Plaintiffs, /////	Case No. A-11-649857-C Dept. No. 29

VIDEOTAPED DEPOSITION OF BOUNLET LOUVAN
VOLUME I
30(b)(6) REPRESENTATIVE OF QUALITY LOAN SERVICES CORPORATION

Taken on Thursday, October 20, 2016
At 10:02 a.m.
Taken at 2520 Saint Rose Parkway
Suite 316
Henderson, Nevada

Reported by: Sarah Safier, CCR No. 808

/////   )
)
   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, an Arizona   )
Corporation; CALIFORNIA   )
RECONVEYANCE COMPANY, a   )
California Corporation;   )
and DOES 1 through 100,   )
inclusive,   )
)
              Defendants.   )
)

VIDEOTAPED DEPOSITION OF BOUNLET LOUVAN, 30(b)(6) Rep. of Quality Loan Service Corporation, taken at 2520 Saint Rose Parkway, Suite 316, Henderson, Nevada, on Thursday, October 20, 2016, at 10:02 a.m., before Sarah Safier, Certified Court Reporter, in and for the State of Nevada.

APPEARANCES:

For all Plaintiffs except for Antoinette Gill:

NICHOLAS A. BOYLAN, ESQ.
Law Office of Nicholas A. Boylan, APC
444 West C Street
Suite 405
San Diego, California 92101

For the Defendant Quality Loan Service Corporation:

KRISTIN A. SCHULER-HINTZ, ESQ.
McCarthy Holthus, LLP
9510 West Sahara Avenue
Suite 200
Las Vegas, Nevada 89117

For the Defendant California Reconveyance Company:

KATHRYN E. BROWN, ESQ.
Bryan Cave, LLP
Two North Central Avenue
Suite 2200
Phoenix, Arizona 85004-4406

Also Present:

JOSEPH CAMP, Videographer

MR. BOYLAN: Okay. And I -- I don't think there is an order on that, and I don't think it matters. We don't have any intentions of any use for it other than related to this case if it -- if we were to need to subpoena you, sir.

BY MR. BOYLAN:

Q So I will ask you again. If you refuse to answer, we -- and we may have a collection of refusals to answer today. I don't know. But I'll ask you again: Could you please state your current address?

A I don't feel comfortable giving it, but I'll -- I'll give it. It's 3159 Clairemont Drive, Apartment No. 2, San Diego, California 92117.

Q Thank you.

And what is your current business address?

A 411 Ivy Street, San Diego, California 92101.

Q How long has that been your business address?

A It's been my business address since 2010, I believe.

Q Could you state your employment history, please, with Quality Loan Services?

A With Quality Loan Service Corporation, I started in 2000 -- September of 2006, and I was an assistant trustee sales officer. And then in probably mid 2007, I was promoted to a trustee sales officer. And then in 2010, I got my current position, which is a foreclosure legal liaison.

Q Describe, please, the full scope of your current duties in your capacity as the legal liaison.

A As the legal liaison, I assist the legal department. If they're not able to find something in the system, I assist the legal department in finding it. I also assist the foreclosure department in regards to escalated matters. I sometimes do research. So I'm a liaison between the foreclosure department and the foreclosure -- and the legal department. And I also -- in my current position, I also do depos, depositions, appear as a witness for the company.

Q Would you say that you're the number one person that the company puts out to give testimony as a witness in legal matters?

A I am the PMK for Quality, yes.

Q How many years has that been the case?

A Since 2010, when I became the foreclosure legal liaison.

Q Does this include all lawsuits where the company is being sued?

A Yes.

Q How many of those have there been, if you know, since 2010?

A I don't recall.

Q What's your best estimate, sir?

A Lawsuits where I appeared as a witness in?

Q No. Lawsuits -- my question was lawsuits where QLS -- can we refer to it as QLS?

A Yes.

Q Lawsuits where QLS has been sued.

A What state or --

Q Any state. Any state in the United States. What's your best estimate as the legal liaison of how many times?

A If you want me to estimate, I guess my best answer would be, to my knowledge, 100.

Q What's your best estimate of the number or percentage of those lawsuits where it was alleged that QLS was acting as a collection agency without a license?

A To my knowledge, just this one.

Q When you say liaison with the legal department, can you explain what you mean by that in terms of is there a distinct in-house legal department or do you refer- -- are you referring to

McCarthy Holthus or all of the above?
A There is a legal department within QLS.
Q And who is the head of that department?
A It would be general counsel, Dan Goulding.
Q You give testimony on behalf of QLS both in writing and in depositions and in court, correct?
A Can you explain in writing?
Q Declaration or affidavit under oath?
A Yes.
Q And would you estimate that you've done, perhaps, 100 of those?
A Yes.
Q And you have kept them all?
A It would be in our -- in our file or the legal -- whatever attorney has those.
Q QLS maintains them, though, correct?
A We would put them in our file, yes.
Q Which file is that, sir?
A Our electronic file.
Q Does it have a name?
A Our electronic file?
Q Yes, sir.
A It's Integrated Default Solutions.
Q Could you explain more broadly what that is exactly, Integrated Default Solutions?

A It's just a foreclosure database where we store documents, store comments, store information in regards to a foreclosure. It helps us process the foreclosure.

Q And that includes for foreclosures in Nevada, correct?

A Yes.

Q What's the timeline of information held on that database? In other words, does it go back to the year 1999, 2003? Does it incorporate some prior database and carry forward? Can you explain that, please?

A I -- in 2006 when I started, we used IDS. I'm not familiar if they used anything else.

Q What have you personally done with that database in connection with this lawsuit?

A Can you clarify that?

Q Have you at any time accessed that database for purposes related to this lawsuit?

A Yes.

Q How many occasions?

A Reviewing the files that are associated with this lawsuit. I looked in the file yesterday when I was at work and looked -- I went into the database the other day, not yesterday, but the day before that. And when I've signed verifications or when I verify certain documents for this lawsuit, I did go into the file.

Q The case has been pending about five years. How many times have you gone into that electronic database related to this lawsuit since it was filed in 2011? Can you estimate, please?

A Related to this lawsuit, I would -- six times.

Q To your knowledge, has anyone else at QLS or on its behalf accessed that database in the last five years for any purpose related to this lawsuit?

A The attorneys that were -- the legal department of QLS, the attorneys that were assisting with this lawsuit.

Q Who were those? Goulding, Mr. Goulding?

A Mr. Goulding and Julie Molteni.

Q How is that spelled?

A M-O-L-T-E-N-I.

Q Okay. Other than those two individuals, anyone else?

A No.

Q Did you utilize anyone to assist you in any way with respect to access or use of the database for purposes related to this lawsuit: clerical person, assistant, associate, colleague? Anyone help you in any way?

A Are you talking about request for production?

Q Anything related to this lawsuit, sir.

A Our administrative team, I believe.

Q Names, please.

A When the lawsuit was filed, I don't know who assisted, but recently it would be Arcenia Pilgrim.

Q Spell, please.

A A-R-C-E-N-I-A. Pilgrim, P-I-L-G-R-I-M.

Tiana Ballard.

Q Last name, spell, please.

A B-A-L-L-A-R-D. And I believe that was it.

Q Describe in full what Arcenia Pilgrim did.

A Redacted sensitive information.

Q Anything else?

A Not to my knowledge.

Q Do you know who told her what to redact?

A We have a redaction policy. I mean, if there's any sensitive information, they know what to redact.

Q Did anyone give her instructions on what to redact for this case, sir?

A I don't know.

certain things in the file, I mean knowing that I was going to be deposed. I talked to our attorneys. And that was it.

Q So you did not meet with any other QLS personnel in order to gain information that you would need to relate during this deposition?

A No.

Q Not a single person?

A No.

Q When you say you reviewed "things in the file," what are those things?

A I went -- I went into the files that are related to this lawsuit. I went into the files and looked at the comments. I looked at our document screen. I looked at documents I executed that I signed for this lawsuit. That was about it.

Q How much time did you spend doing what you call this looking at the comments?

A There weren't really much in each file, so it didn't take me that long for -- I mean, 10, 15 minutes.

Q Total, correct?

A Yeah.

Q And you looked only at the files for the named plaintiffs in the case, correct?

A Correct.

Q And you said you looked at the document screen. What does that mean?

A It's the documents that are uploaded into our file. I just looked at the documents to see what was in there and what was received, what was -- you know, that was uploaded into our file.

Q And by that you mean the foreclosure file for each of the named plaintiffs?

A Yes.

Q How many minutes did you spend on that?

A Probably a little bit longer, because there were a lot of documents, documents in there. 30 minutes for each file.

Q Okay. So that's about 40 minutes.

How much time did you spend talking to the lawyers in preparation for your deposition?

A Three, three hours.

Q And that included review and discussion regarding documents, correct?

A Yeah.

Q What documents were those?

MS. SCHULER-HINTZ: Objection. You're asking about privileged information. You asked about conversations he had with his attorney.

MR. BOYLAN: That's not the question, ma'am.

BY MR. BOYLAN:

Q I asked what documents you reviewed.

A Okay. Documents that were provided in the main production of documents.

Q Let's be clear. I'm asking you specifically what documents you reviewed in preparation for your deposition. So we're going to have to spend some time on that if I can't get a ready answer.

Were the documents in binders?

A No.

Q How big was the stack of documents? What was the volume of documents that you reviewed during the course of this three-hour meeting?

A It wasn't a stack of documents. They just brought up certain documents that were -- like when it was a default, what was said in the notice of default. And that -- I mean, that was it.

Q What other documents, other than the notice of default, did you review during the course of this three hours?

A I believe that was -- I mean, the notice of default and, I believe, the debt val letter.

Q You mean debt validation?

A Yes.

Q What is a debt validation letter?

A It's a document that says this is how much you owe, you have 30 days to validate, validate the debt, something like that. It gives the opportunity for the borrower to have the debt validated.

Q By that you mean the defaulted debt that has been referred to you by the lender or the servicer?

A Yes.

Q All right, sir. I don't mean to be repetitive, but I want to make sure I've got an accurate summary of everything you did to prepare for your deposition today. I'll try to summarize it, but please understand it's a question and you can feel free to correct me.

You met with the lawyers for about three hours; you reviewed some documents, but it seems to be pretty much only the notice of default; you spent about ten minutes looking at the comments in the electronic foreclosure files for the named plaintiffs only; you spent about 30 minutes for each of the named plaintiffs' foreclosure file, looking at the particular documents in the file; and then you also looked at some documents that you verified for the lawsuit itself, essentially pleadings, correct?

A Yes.

BY MR. BOYLAN:

Q What was the greatest number of employees ever achieved in those offices collectively?

A I believe the highest number of employees that we've had at QLS, I would say between 300, 350.

Q And those were during what we'll call the "high foreclosure years"? Would you -- would you say that's true?

A Yes.

Q What years were those, sir?

A 2008 to 2012, possibly.

Q All right. I want you to focus with me, if you can, on that time period for my next series of questions. And if you have doubt, we need to clarify the years, we will.

During that period of time, let's talk about how QLS was organized in those locations into groups, departments. You're familiar with that, correct?

A Yes.

Q But before we go there, let's talk about the entire range of business services. Is it okay to call it business services? We can call it activities, business activities, as you please. Everything that QLS did during that period of time, 2008 to 2012, how would you describe it?

A We described it -- I would describe it as processing the foreclosure.

Q Okay. And can you be more specific into all the different services that that encompassed?

A I -- processing the foreclosure, I mean, recording the notice of default, sending out mailings in accordance to the statute, sending out mailing via certified mail the notice of sale, posting the notice of sale, publishing the notice of sale, and then the sale, the foreclosure sale.

Q So describe for me as best you can, and I want to try to get words that are helpful to you, all the different departments or groups within QLS that existed and effectively organized these 350 people between 2008 and 2012.

A So you want the departments within Quality Loan Service Corporation.

Q Departments, but you may not have used the name departments. You may have used group. You may have used team. I don't know what your terminology was, sir. I'm trying to get to the substance.

For example, I've taken other depositions of other people in the same business, and they say -- they might say, Well, we had a reinstatement group, we had a payoff group, we had an eviction group, we had a, you know, client sales group. I don't know the different names that Quality Loan Service used. I can tell you some from the other defendants where I've taken the depositions, but I don't know what QLS used. So I'm asking you.

A All right. We had the referral department.

Q And how many people were in there, roughly, at the peak of 350 employees?

A I don't know.

Q Just your best estimate, sir.

A Between 80 and 100.

Q Okay. We'll come back to that.

What other departments, groups, teams or organizational units?

A Well, the foreclosure department, which I was a part of in 2008.

Q Uh-huh.

A There was the TSG review. TSG means trustee sale guarantee --

Q Uh-huh.

A -- department. We had a payoff and reinstatement department. And I believe that's when our -- Dan Goulding came over into our -- and we had a legal department between 2008, when he started.

Q Let's go back to the foreclosure department.

During the peak of 350 people, what's your best estimate of the number of employees in that department?

A I believe each foreclosure department had either four or five people in each foreclosure unit. And there were, I believe, 10 foreclosure units, so 40 to 50.

Q Why 10 units? Is that 10 states?

A No.

Q What does that mean? Why were they divided into units?

A There were different -- I mean, each foreclosure unit had different clients.

Q So 10 clients roughly? Or 10 groups of clients? I'm not understanding. We can -- I can ask you 100 questions, or you can just explain it to me, if you would, please.

A I mean, if you want to go with my unit, I had five, five or six clients when I -- well, it depends on each unit. I mean, they would --

Q Some clients were bigger and would have thousands of files, and other clients were smaller, and so that would determine how the units were organized?

A Yes.

Q Okay. So four to five units -- excuse me, four to five people in each unit, approximately 10 units. I get it.

So if I may ask, what was -- what's your estimate of the total number of clients, then, that had to be divided among these units during that peak period?

A 50 or 60 clients.

Q Was Nevada business done in each of the units, or did some of the units limit themselves to particular geographical boundaries?

A Each foreclosure department had some Nevada files.

Q So it was strictly -- the units were organized strictly by client groupings rather than geographically, correct?

A Correct.

Q Did the foreclosure department, other than the units as you've described, during this peak period, did it have subunits or subcategories so that certain people did some things, other people did other things?

A I mean, I could only testify in regards to my foreclosure unit when I was a TSO. I mean, I -- my staff, I gave them, you know -- let's say one client, you get the loan numbers from 01 to 10. And then this individual gets 11 to 15, the last two digits of the loan numbers for each client.

Q So -- I'm sorry to cut you off. Correct me if I'm wrong. So basically everyone working in each of the units did the same market basketful of tasks?

A Correct.

Q And what was that market basketful of tasks that these folks would do in the foreclosure department?

A Processing the foreclosures, such as obtaining -- I mean, requesting substitutions of trustee -- an SOT, which is a substitution of trustee to be executed from our client, requesting assignments to be executed. I mean, we prepared the SOT and we prepared assignments, and we'd send them to the clients to have them executed. Generating the notice of default.

Q Were they allowed to or did they occasionally -- I'll withdraw the question. Let me state it another way, please.

Did they also occasionally interact with the borrowers, such as by correspondence, e-mail, telephone, or were they prohibited by QLS policy from ever communicating with borrowers?

A The only time we communicated with borrowers is when they contact Quality.

Q So by that you mean the borrower, perhaps in response to a notice from Quality, would call or write, correct?

A Correct.

Q And so the -- these approximately 50 people, I think you said, correct me if I'm wrong, approximately 50 people in the foreclosure department would then communicate with the borrowers regarding the defaulted debt in response to some contact by the borrower, correct?

A Correct. Well, first, I mean, the receptionist gets the phone call and then transfers it to the appropriate unit. And then the assistant trustee sales officer who answers the phone would be in contact with the borrower.

Q And was there a set of written policies and procedures of what these folks in that foreclosure department could do or say or provide to the borrowers during these communications?

A No.

Q You were in that -- correct me if I'm wrong, but you were in that department for approximately how many years, sir?

A Approximately three years.

Q And if I -- if I may characterize it, at some point in time you were a line person, and then at some point in time you became essentially a supervisor and they were your staff, correct?

A Correct.

Q Based on your personal observation, how often did the staff -- or how consistently did the staff, if I may amend it, make any type of paper or electronic notice of their telephone communications with the debtors?

A It is policy that once -- if you receive a phone call, the system, the IDS system is updated with the conversation or e-mail correspondence that is received by the borrower.

Q And also any responses to that from QLS personnel, correct?

A Yes.

Q And that is either done or not done depending upon the consistency of the particular employee who's working in the unit, correct?

A Well, my staff, I mean, I told them you must -- I mean, comment on the system with every conversation that you have.

Q And every item of e-mail correspondence?

A Yes.
Q When did you tell them that?
A I mean, when I trained them. When I became a TSO, a trustee sales officer.
Q And how did you -- if I may use the word, how did you police that or enforce that or do any quality control to see if it was being done?
A I don't think I had anything in place. I don't recall.
Q Did you sometimes go into the system yourself to see whether the phone calls and the e-mail and the like were actually being placed into the database?
A I -- I mean, no. I mean, I wouldn't know what files. I mean, I didn't go through every file to audit to make sure that they upload any correspondence in the file.
Q As far as you know, there was never any such audit or quality control procedure for that purpose, correct?
A Yeah. I think so, yeah.
Q What is your best estimate from your three and a half years working in that department of the average number of phone communications with borrowers that these 50 employees would have on a daily basis?

A Between the period of 2008, 2012?

Q Yes, sir.

A Well, I mean, with me, I receive -- I mean, calls probably, you know, every day asking in regards to, I mean, what's the next step. I mean, I received this notice. So from the borrowers, possibly 10 a day. I mean, if you want me to estimate, I mean, that was long ago. I can't recall how many phone calls would come in.

Q And that was when you hit the supervisory level or when you were at the -- the line level?

A Both.

Q Did you take fewer calls once you moved to the supervisory role or not?

A No.

Q What's your best estimate, and you can give a range if it's helpful to you, of the greatest number of borrower telephone communications you had in any particular day during that 3 1/2-year period?

A Between 10 and 20.

Q And you think that's also a fair estimate for the other approximately 49 people that were doing that work at that time?

A Possibly, yes.

Q Let's talk now about your same estimate, people, if you can.

A I can't speak on behalf of the other departments because I'm not over them.

Q I'm sorry. The units, the 10 units.

A Well, yeah. The 10 units, I'm not over those 10 units, so I could only --

Q Just your unit, then.

A -- respond in regards to my unit.

All kinds of correspondence?

Q The kind that I described. I can have the reporter read it back for you, if you'd like.

MS. SCHULER-HINTZ: Maybe it would be easier, Nick, if you broke it up into the disparate types.

MR. BOYLAN: I don't think so, because my guess is a lot of the letters mix the different types of suggestions, questions and -- but answer as best you can, and we'll do follow-up if we need to.

THE WITNESS: With my unit, I mean, three to five. I mean, it was so long ago. I mean, I'm not --

BY MR. BOYLAN:

Q And was there a policy in the foreclosure department of referring over to the reinstatement department or the payoff department or some other department where you did have a borrower indicate they wanted to try to do some other form of workout?

A Workout, no. I mean, if we receive a phone call from the borrower and they're calling in regards to a reinstatement, we would forward them over to our reinstatement department so they can obtain a reinstatement quote for -- for the borrower.

Q And the same thing if it came in by fax or by letter; if they were discussing reinstatement or payoff or the like, you would refer it over to the other department, correct?

A To the reinstatement and payoff department, yes.

Q What is your ballpark estimate of how often your unit did that during those years between 2008 and 2012 on a daily or weekly basis?

A Five to 10.

Q Let's talk about the payoff and reinstatement department, please. During 2008 and 2012, where was the people working in that department physically located in relation to your primary work station?

A In 2 -- 2008, they were -- they were actually in the same building as where I was working, where the foreclosure department was.

Q All right. And during that period of time, what's your best estimate of the number of people that were working at that time in the QLS payoff and reinstatement department?

A I wasn't over that department, so I'm going to have to -- like I said, I'm going to estimate. I mean, 10 to 15.

Q And did that number, to your observation or general knowledge, increase at any time between 2008 and 2012?

A I don't recall.

Q Did you ever work in that department?

A No.

Q Did you ever have any good friends who did?

A No.

Q Did you have any not so good friends who did?

A No.

Q When they were in the same building with you, what was your ability to generally observe what their activities were?

A They were actually on the opposite side of the building than me, so I -- I mean, I don't really see what they were doing on that side. I stayed on my side.

Q All right. Well, let me ask you this, then: What's your general understanding of what their work activities were?

A Their work activities are -- I mean, if they receive a request from a borrower to -- for a reinstatement quote, the payoff and reinstatement department would request the figures from the servicers/lender to get the figures for the reinstatement and payoff quote. And once it's received, once the figures are received, we prepare the reinstatement quote. And then it's forwarded over to the borrower.

Q By QLS?

A By QLS.

Q And to your knowledge, 10 to 15 people were doing that eight hours a day?

A Yes.

Q What else were they doing during those eight-hour days? For example, I mean, they were composing letters to borrowers, responding to letters phone -- borrowers' phone inquiries.

A That department, what they did was only payoff and reinstatement. They do have their own fax number and e-mail address too. So, I mean . . .

Q So they had the ability to communicate with borrowers directly as well?

A When they, yeah, get a fax. They have a fax number.

Q It may be, sir -- and I don't want to tax you too much, but I do want your best knowledge consistent with your oath today. But it may be that the next witness knows more about this stuff than you, but forgive me; I'm going to ask a few questions, because it's unclear, you know, who has the best scope of knowledge.

What, if anything, did the payoff and reinstatement department do with respect to receipt of funds from borrowers for the purpose of either reinstatement or payoff?

A The reinstatement and payoff department didn't -- they didn't receive the funds. Their only purpose was to process the reinstatement and payoff quote.

Q And if funds were received from borrowers, where would those funds go?

A If the reinstatement payoff quote was sent out by QLS, the payoff and reinstatement quote would have, you know, instruction as to where to send the funds.

Q Very good. But my question is a little bit different.

If QLS did receive funds, where would those go? How would that be handled within QLS?

A The instructions for the reinstatement quote provides instructions to send it to -- the reinstatement funds to the accounting department.

Q That's the QLS accounting department?

A Yes.

Q All right. I didn't get that on my list of departments here. So there was also, in addition to the referral department, the foreclosure department, the TSG department, the payoff and reinstatement department and the legal department, there was also an accounting department, correct?

A Correct. I'll correct that. It's called disbursement department within the accounting department. It's called disbursements. I apologize.

Q And who was in charge of that department from 2008 to 2012?

A 2008 to 2012, I believe it was Wes Andrews.

Q Is he still with the company?

A Yes.

Q In what capacity today?

A I believe he's been promoted to CFO.

Q All right. So to your knowledge, when the

A I believe our system is able to date it from, like, 2007, 2012 and filter it for Nevada, how many were processed. I mean -- or we probably could have our IT department get that information for us as well.

Q And who is the head of the IT department?

A Michael Chipperfield.

Q Spell the last name.

A C-H-I-P-P-E-R, and field, F-I-E-L-D.

Q The system that you just described, you can also search and find out, for example, how many Nevada files went through the reinstatement process?

A I believe our system can search how many files were closed due to reinstatement in Nevada.

Q And the same thing is true for payoff, correct?

A Correct.

Q Would those -- would the system -- with respect to those particular files, you could bring up all those files, right, that are responsive to that?

A That were closed -- our files closed for reinstatement and payoff --

Q Yes, sir.

A -- in Nevada?

Q Yes.

A Yes.
Q And when you went into each of those files, typically the files include the specific information regarding the funds that were received for either reinstatement or payoff, correct?
A For any file that I happen to go into in Nevada that was closed, is that what you're saying?
Q Yeah. If you brought up the list of all the files that were closed because of reinstatement and then you went into one of those files, typically, they would include what amount was paid in order to reinstate, correct?
A That's if it would -- our file will -- the document screen -- if Quality issued a reinstatement quote, we would get those funds, reinstatement funds. That would be in our file. However, if they bypassed Quality, it went directly to the servicer and got a reinstatement quote from the servicer, it would be directed to the servicer and the servicer would provide us instructions to close and bill our file due to payoff and reinstatement.
Q Understood. But for those files where QLS provided the reinstatement quote and the file was closed due to reinstatement, those electronic files would show the amount of money that was received in

order to reinstate, correct?

A For the ones that Quality received.

Q Yes. Correct?

A Yes.

Q And same thing is true with respect to payoff, correct?

A Yes.

Q Do you have any knowledge of what the typical policy, procedure or practice of QLS was with respect to the funds that were received in its accounting department for payoff or reinstatement? And specifically, I mean the handling of those funds, meaning they would go into a trust account and then they would be forwarded to the lender client. Do you know anything about how that was done?

A Yes. It would be put into a trust account, and then a check is issued to the servicer.

Q Do you know the typical time frame involved in that?

A It's usually within 24 hours.

Q Are you familiar with -- and I think you put this on your list. Let me ask you if you checked it off. No, you didn't. I was going to ask you about No. 11, but I think that must be the next witness. But just briefly, have you seen any of the

Q Yes, but before the deed is conveyed to the purchaser at the sale. Yes.

A There's no post-sale redemption in a nonjudicial state.

Q How -- between 2008 and 2012, how did QLS handle, to your knowledge, the receipt of funds from third-party purchasers at a sale?

A When a foreclosure sale takes place, our auctioneer, who is a vendor for Quality, accepts those funds. The auctioneer in turn would overnight those proceeds to our disbursement department at QLS, and then funds are forwarded over to the servicer.

Q Or the lender, correct?

A Correct.

Q I didn't quite understand. The auctioneer is an agent of QLS or contractual agent or employee or just a unit of QLS, or how is that?

A I believe they're a contractual agent.

Q So QLS by contract arranges the auctioneer for the sale?

A Quality doesn't arrange the auctioneer. Quality goes out to a sales company -- a sales company, and the sales company in turn has auctioneers that go out to the auction and completes the sale or cries the sale.

BY MR. BOYLAN:

Q So in terms of tele- -- telephone communications with debtors whose loans were in default, at least in terms of incoming calls and return phone calls, there were several of QLS's departments who engaged in that type of communication. And I want to list those.

There was the payoff and reinstatement department, correct?

A Correct.

Q There was the foreclosure department, correct?

A Correct.

Q There was the home reinstatement department, correct?

A Home retention.

Q Yes. I'm sorry.

A Yes.

Q What other departments?

A I believe that's it.

Q Well, what about the accounting department? For example, if a check came in and, you know, wasn't signed or there was a date wrong or a name spelling wrong or something, the accounting department could also communicate with the borrowers to work out any payment issues?

A I believe so, yes.

Q Take a look, please, at Exhibit 1. And let's -- let's focus on No. 13 for a minute, which you indicated that you are the witness on, at least in part. It says, "All activities, policies, procedures and practices of QLS during the years 2007 to present with respect to the receipt, handling, deposit and/or forwarding to lenders of any payments on defaulted loans received by QLS from Nevada debtors."

Let's start this way: I'm going to ask you for a narrative answer, and then I'll do some follow-up questions. Why don't you just describe generally for me your knowledge on that subject as specified there. And I know that's a broad question, but we can do follow-up.

A When QLS receives, you know, reinstatement funds from the borrower after we send a reinstatement quote, it goes to our disbursement department within the accounting department. The individual that is -- you know, that receives a reinstatement check, they would pull up the reinstatement quote if Quality did the, you know, the reinstatement. They would verify the number on the check with the reinstatement quote to determine that it is enough, you know, matches the reinstatement quote. And then funds are forwarded over to the servicer/lender, and then the disburse- -- disbursement team of the unit will close out our file due to reinstatement.

Q And the same is true with respect to payoff receipts, correct?

A Correct.

Q I think you clarified it earlier, so I don't know that it's necessary, but you would -- you would add to your answer that the checks would first be deposited into the QLS trust account and then forwarded to the lender, correct?

A Yes. Yes.

Q Looking at No. 14 with me for a moment, which I think you've also indicated you have knowledge, I'm interested in finding out all the different types of forms and templates that could be used by QLS. And I'm frankly interested in that with respect to numerous departments. And I don't know if you have knowledge as to all the departments, but let's start with the foreclosure department. Can you identify or just maybe make a list for me, please, in your testimony of all of the forms, templates or examples of written notices, communications or correspondence that have existed and been available to the approximately 50 people in that group to use for communications with borrowers?

A For which time period?

Q Well, let's -- why don't we go 2007 to 2012.

A 2007 to 2012. Because I know in 2009 there are certain things, laws have changed, so there's certain documents. I mean -- the notice of default, debt validation letter, substitution of trustee and the -- the notice of sale. And for those group of documents I listed, I mean, I would think -- I mean, that would be from 2007 to 2000- -- you know -- '9, because in 2009, certain things changed. And after 2009, we would need to provide any documents that were needed with the new law that, you know, passed. And I don't recall what those documents were.

Q Are you talking about federal law or in the particular states?

A I believe in the state, I believe, because I think that's when the mediation program came through, was in 2009.

Q And you're referring to Nevada specifically?

A Correct.

Q All right. With respect to these -- the original group of notices or forms that you described, the NOD and the debt validation notice, for example, when, to your knowledge, did QLS start to put statements in there that QLS was a debt collector and/or that it was seeking to collect a debt and would use the information for those purposes?

A That, I don't know. It was there when I started, which was in 2006. So I don't know when -- when that template was approved or whatnot. So I wouldn't know.

Q Have you ever been in any meetings or any discussions or received any e-mail -- I'm trying to phrase this as broadly as I can -- where that notice was discussed in any way?

A No.

Q Have you ever received any e-mail or been in any discussions or had any communications with anyone at QLS other than its lawyers regarding the decision that QLS made to obtain its collection agency license in Nevada?

A No.

Q Do you know when that occurred?

A I believe in 2012, I believe.

Q And do you know why that was accomplished?

A I believe it was accomplished because -- I mean, to be proactive. If a trustee is determined to be a debt collector, we wanted to make sure that we complied.

Q And do you know why that wasn't done between 2006 and 2012?

A No.

Q To your knowledge, with respect to the business activities that you have described here today in your testimony, was there any significant difference between the activities you've described in Nevada before and after 2012?

A No. I mean, the only difference is in 2009, there was certain notices that need to go out with the media- -- I mean, for the mediation. That was the only difference. But, no.

Q Could you look at Nos. 1 and 2 with me, please.

MS. SCHULER-HINTZ: Depo notice, Exhibit 1?

MR. BOYLAN: Yes, please.

BY MR. BOYLAN:

Q And specifically, perhaps, let's focus on No. 2. And, again, I'll start with asking you for a narrative, and then we'll do clarification and follow-up questions.

With respect to No. 2, describe broadly your needed?

A I mean, it's up to the lender who they wanted to hire to do the eviction process. So it doesn't automatically go McCarthy and Holthus or Brian Cade's office or Severson. It's who the servicer picks to do the eviction process.

Q Quality Loan Service would -- one of the ways it worked with the lenders is it would provide to the lender or would itself handle the addition of its fees and costs to the debt of the borrower; is that correct?

A Can you repeat that again?

Q That was a terrible question.

Is it your understanding that as a -- as a general rule, the dollar amounts of the fees and costs billed by QLS was added to the loan obligation of the borrowers?

A When a reinstatement quote and payoff quote is requested, the servicers will ask for our fees and costs.

Q And that's added to the debt amount, correct?

A Yes.

Q And, but it's also true that even with respect to homes that are foreclosed upon, the fees and costs of the foreclosure process are added to the debt and included, for example, if the lender makes a credit bid for the property, correct?

A It's -- when the property -- you're asking when the property is up for auction and we provide a bid? No, it's not added. It's whatever the servicers ask us to do in the bid.

Some servicers say, "Bid specified, but do not add your fees and costs." Some servicers say, "Bid total debt. Do not add your fees and costs." So we take the instruction from the servicer whether to add our fees and costs or not to the bid.

Q And sometimes they are added?

A And sometimes they are added.

Q And do you know -- are you able, just based on experience, to estimate what percentage, how that breaks down between these different clients?

A I don't. And I don't deal with that portion anymore, so I don't know.

Q Let's go back to your time period when you did deal with it, I guess during that 3 1/2-year period that you were in the foreclosure department.

A Uh-huh.

Q What's your -- yes? What's your ballpark estimate of what percentage of the files the lenders would instruct QLS to add its fees and costs to the debt for purposes of the credit bid?

A When I was a trustee sales officer, I mean, a lot of the bids were specified. And when they're specified, which means under the total debt, which is they want to bid under the total debt, the clients I had requested not to add the fees and costs.

Q So the -- QLS actually handled the bid process as well for these files?

A Yes.

Q Can you explain what it did in that regard?

A QLS would request -- when it's time for the sale, we would request the bid from the servicer, and the servicer would provide us, you know, instructions saying, you know, This is the amount we want, you know, bid. And -- and they'd provide it to us. And we put it into our system, and it's sent off electronically to our sales company.

Q So at least in some cases, to the extent you know, the lender would give you a bid amount that itself had added up to include your fees and costs, QLS's, I mean?

A No.

Q You don't know, or you think they did not?

A I don't think they did, no.

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Sarah Safier, CCR No. 808, do thereby certify: That I reported the deposition of BOUNLET LOUVAN, commencing on Thursday, October 20, 2016, at 10:02 a.m.

That prior to being deposed, the witness was duly sworn by me to testify to the truth. That I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript is a complete, true, and accurate transcription of my said shorthand notes. That prior to the conclusion of the proceedings, pursuant to NRCP 30(e), the reading and signing of the transcript was requested by the witness or a party.

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

IN WITNESS WHEREOF, I have set my hand in my office in the County of Clark, State of Nevada, this 29th day of October, 2016.

Sarah Safier, CCR No. 808

EXHIBIT "Y"

DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * *

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a California resident; ANA MARTINEZ, a California resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident, RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident, JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada resident, DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident, JESSE HENNIGAN, a Nevada resident; KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident; SUSAN KALLEN, a Nevada resident; ROBERT MANDARICH, a Nevada resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a Nevada resident, Plaintiffs, /////	Case No. A-11-649857-C Dept. No. 29

VIDOETAPED DEPOSITION OF DAVID OWEN
VOLUME I
30(b)(6) REPRESENTATIVE OF QUALITY LOAN SERVICES CORPORATION

Taken on Thursday, October 20, 2016
At 1:13 p.m.
Taken at 2520 Saint Rose Parkway
Suite 316
Henderson, Nevada

Reported by: Sarah Safier, CCR No. 808

/////   )
)
   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, an Arizona   )
Corporation; CALIFORNIA   )
RECONVEYANCE COMPANY, a   )
California Corporation;   )
and DOES 1 through 100,   )
inclusive,   )
)
            Defendants.   )
)

DEPOSITION OF DAVID OWEN, 30(b)(6) of Quality Loan Service Corporation, taken at 2520 Saint Rose Parkway, Suite 316, Henderson, Nevada, on Thursday, October 20, 2016, at 1:13 p.m., before Sarah Safier, Certified Court Reporter, in and for the State of Nevada.

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Also Present:

JOSEPH CAMP, Videographer

reporter is Sarah Safier.

Could you please swear in the witness.

Whereupon --

DAVID OWEN

being first duly sworn to tell the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

EXAMINATION

BY MR. BOYLAN:

Q Good afternoon, sir. Thank you for being here. If you would, just one more time for the transcription, state your full name.

A My name is David Owen.

Q What is your current business address?

A It is 411 Ivy Street, San Diego, California 92101.

Q What is your current position with QLS?

A I'm the chief administrative officer.

Q How long have you held that position?

A That title I've actually had for about four to five months now. Prior to that, I was the chief operating officer.

Q Do you know why that changed?

A Yes. Just to more accurately describe the -- the duties that I have.

today?

A Since I received this notice, I did look at some referral volume numbers for the time period in question.

Q Did you say "referral volume numbers"?

A Correct.

Q What does that mean?

A Number of referrals that Quality Loan Service received for foreclosure referrals in the state of Nevada.

Q For what period of years?

A I looked at 2007 through 2012.

Q How much time did you spend doing that?

A Approximately an hour.

Q What exactly did you do, if you can describe it in detail, please?

A I went into our case management system, and I filtered for state of Nevada, referral date for each year.

Q Did you take any form of notes, electronic or paper?

A No. I was just looking at general volume and what we had for each of the years.

Q What did you find?

A 2007, we had somewhere around about 3,500 new foreclosure referrals. The maximum we received was somewhere around about 9,500. I believe that was in 2008 or 2009.

And then by 2012, it was somewhere around 6,000, 6,000 to 6,500, somewhere in that range.

Q What, then, did you calculate to be the total for that period of years, 2007 to 2012?

A It was in the range of about 40 to 41,000.

Q Did you also look to determine, or did you -- did you simply already know based on your experience, the average fees and costs submitted with respect to each of the files during that period by QLS to the lender?

A I did not look at the average, no.

Q Do you have -- from your knowledge and experience, are you able to estimate the average?

A Not without a calculator.

Q I happen to have one. If I may.

A And could you repeat your question?

MR. BOYLAN: Please.

(Thereupon, from the record above,
the reporter read, to wit:
"Q Did you also look to determine, or
did you simply already know based on
your experience, the average fees and

costs submitted with respect to each
of the files during that period by
QLS to the lender?
"A I did not look at the average,
no.
"Q From your knowledge and
experience, are you able to estimate
the average?"

THE WITNESS: Yes. And you do want to include both fees and costs?

MR. BOYLAN: Yes, please.

THE WITNESS: The average in the numbers I used, we had approximately about 86 million, I believe, in costs that were billed in that time period 2007 to 2012. We had approximately 19 million in fees. And then the total volume that I used was 41,000. I know that's not an exact number. It comes up to 2,560.97561.

BY MR. BOYLAN:

Q For fees and costs together?

A Correct.

Q And how does it break down between those two?

A Fees would be $463 -- you want me to round to the nearest penny?

A In general manner, yes.

Q All right. Well, then just based on that, give my your best answer as to these 14 categories which one do you believe you're presented as the knowledgeable corporate witness. And please feel free to circle them.

What number was that?

A I circled 1 and 2.

Q Okay.

A 4.

Q 4. Thank you.

A 11, 12. I believe that's it.

Q Thank you.

As chief operating officer from 2001 forward, were you the superior to whatever person or persons was in charge of the accounting and disbursements departments?

A No, I was not. The chief financial officer would have been.

Q And did the chief financial officer report to you as COO?

A No.

Q Who did the chief financial officer report to?

A Reported to the owners.

Q Who specifically?
A Tom Holthus and Kevin McCarthy.
Q You referred earlier to -- I think what you called your case management system. Did I say that correctly?
A Yes.
Q What system is that?
A We refer to it as IDS.
Q How long have you had that system in place at QLS?
A Since about 2005.
Q Has it changed in any material way between 2005 and 2012?
A I don't know what you mean by material, but it did change. We pretty regularly have enhancements to that system to make it more efficient, to get it in condition where it's in compliance with state law requirements, and to a certain respect, client requirements as well.
Q You are, I take it, very familiar with search -- search capabilities with respect to the system as it exists today?
A I would say yes.
Q We're going to spend some time with specific questions about that, but for the moment, describe

that were invoiced. There's actually a separate accounting system that we use that would account for the monies received.

Q What system is that?

A It's MAS 500. So M-A-S 500.

Q All right. So let's for a moment jockey over to MAS. You could go into the MAS system and search and obtain the information I just described?

A We -- we could search and find monies received on a particular loan or trustee sale number.

Q And can you also search for monies received, for example, from debtors for reinstatement and/or payoff in the state of Nevada during a particular year?

A No. Not in the accounting system.

Q What system could we use to achieve that?

A I could search in IDS for files which were reinstated, but it wouldn't necessarily give me the monies received. Because then I would have to search separately on that file in the accounting system, and then there would be a fair amount of effort to marry those two together.

Q But you could do that with a fair amount of effort for Nevada for 2007 to 2012?

A I believe it could be done.

understand.

A Perhaps.

Q All right. How would you describe the functions of this system?

A Well, the system is used to document the fees and costs that are invoiced and the amounts that are -- and so it's also doc- -- we use that for our accounts receivables to be able to ensure that we're getting paid for the fees and costs that we have invoiced to the lender. As far as any deposits that are made, any monies that are received by Quality Loan Service, those monies would be deposited and tracked through MAS 500.

Q And that includes any monies received from debtors?

A From a borrower or payment from a client, correct.

Q Forgive me if this is repetitive. So, then, you do have the ability to go into that system to pull the data showing how much money was received from borrowers, debtors?

A I'm not sure that I'd be able to necessarily know that that -- where that money was received from.

Q When the money comes in, it's not coded in some way to reflect its source, such as a debtor?

A Well, not necessarily, no. You know, money is received from a debtor. If those funds are made payable to Quality Loan Service, they are deposited, and then that full amount is then transmitted to the lender.

Q Correct. But doesn't -- isn't -- doesn't the MAS system in some way identify, by code or otherwise, monies that are received by QLS from debtors?

A Not to my knowledge.

Q How is that accounted for, then, or kept track of?

A I -- I don't know.

Q Who do you think would be most knowledgeable about that?

A The chief financial officer.

Q So going back to Categories 1 and 2 in your deposition notice, I have some follow-up questions that are within the scope of those categories. And I think I know the answer to this based on your testimony, but forgive me for going back.

So you're able to do a search through your case management system or other systems available to you, and you could bring up a data report which, for example, would show all of the Nevada foreclosure files processed by QLS for each of the years 2008 through 2012, correct?

A Yes.

Q Since this lawsuit was filed in 2011, to your knowledge, has any data gone through any type of data retention policy in terms of destruction or archival or anything else that relates to Nevada foreclosure files?

A I'm not sure what you mean, it's gone through a policy.

Q Well, I was trying to -- to describe it in the diplomatic way. What I'm really getting at is, have any files been destroyed for any reason whatsoever?

Sometimes executives in companies will say, well, we have a retention policy. And what that really means is it's a destruction policy, which means after five years we destroy everything, or, you know, we destroy this for this reason or this for this reason.

And so that's my explanation, but my -- to formulate a specific question is, to your knowledge, has any data in any of your systems, in any QLS systems, that would relate in any way to Nevada foreclosures processed between 2007 and 2012 been destroyed or discarded?

A No.

Q Has any data been lost by any means, such as computer misfunction, crash, anything of the type?

A Not to my knowledge.

Q Thank you.

At any time from 2007 to 2012, did QLS have a written or unwritten policy that its employees were not to have any type of telephone communications with debtors?

A No.

Q Did -- at any time during that period, those years, did QLS have any policy or practices, written or unwritten, which provided guidelines to employees regarding telephone communications with debtors whose loans were in default?

A Not to my knowledge.

Q At any time during your tenure at QLS, has QLS provided training to employees regarding telephone communications with debtors?

A Yes. I believe there would have been training with respect to that.

Q Is that a regular practice, meaning it's done annually, biannually or at the time of hiring, or could you describe that, please?

A At that time, the training that would have existed would have been more the one-on-one type of training, shadowing. And, you know, there may have been informal work aids that existed for people; it might have been a sticky, you know, on a wall or on a computer screen. But that was typically the type of materials that were used.

Q Referring back to the databases and other systems that are available to you for search and reporting, are you able to conduct searches that will determine in which foreclosure files there were telephone communications with the debtors?

A We could to a certain extent. It would be a fairly difficult type of search. We do have some call-type categories, but otherwise it would take a search of the text of that comment, which would be not very accurate.

Q What did you mean when you said you have got some call-type categories you could search?

A There may be categories such as an incoming call, but it wouldn't necessarily indicate that it was an incoming call from a borrower or an outgoing call. The comments are used for other things than just calls. So it could be, you know, an incoming e-mail or an outgoing e-mail and those sorts of categories.

Q But it is all searchable and produceable; it just takes some amount of time and effort?

A Like I said, to search the comments of the text would be not a very accurate search.

Q And the reason for that is?

A You would have to somehow try to find key words that you were looking for. Any person who put them in and misspelled them would not be found. Any person who abbreviated them in some way that you didn't know would not be found. So that's why it would be inaccurate.

Q Of the approximately 41 -- well -- are you familiar with companies that are codefendants in this case?

A I know of them. I can't say that I'm very familiar with them.

Q Do you have an impression of which, if any of these companies, such as Trustee Corps, MTC, was competitive with QLS in the Nevada market for foreclosure processing? And by competitive, I mean was able to garner a significant component of the market?

A I'm not familiar with who was, you know, competitive in your definition.

Q Do -- based on your work as COO, did you at any time gain knowledge of which companies doing foreclosure processing were most prolific in the Nevada market from 2007 to 2012?

A I don't know for sure. Like I said, I know of the names. I know they were all peers, is what we refer to them as. I know of them, but I have no idea what their, you know, volume was in comparison to ours.

Q Never did you look for or find or have presented to you any market share information?

A No.

Q During what years, according to your best estimate, did QLS put on its notices and communications with debtors, including, for example, notices of default or debt validation letters, the statement that it was a debt collect- -- debt collector?

A Are you referring to the mini-Miranda?

Q Some people call it that. I don't generally. But I'm talking about a statement in writing that, "We are a debt collector," and/or, "We're going to use the information to collect a debt," statements to that effect. I'll show you some examples in a moment.

A Okay. I don't know what years we started doing that. I know that we have included the mini-Miranda on our documents for quite some time, but I don't know when it started.

Q Are you able to estimate when it started?

A No.

Q Was it your decision to do that?

A No.

Q Do you know whose decision it was?

A It would have been legal counsel. We would normally -- Quality Loan Service would normally consult with McCarthy and Holthus attorneys on the notices that were sent.

Q Okay. And if I may probe that just a moment. Typically, and I know this is a little bit unusual situation because of the ownership, but typically, lawyers would give the advice. It's the business people that make the decisions about whether to do or not do a particular thing that a lawyer advises.

So with that, may I ask, was there any officer or upper level management person, such as yourself, who made the decision to put on the notices to borrowers that QLS was a debt collector?

A I don't know. It would have been at the instruction of our attorneys.

Q Without telling me the content of any communications with the lawyers, exclude that, if I may, because you may have independent sources, and that's why I'm asking these questions, do you know why that statement was put on QLS's notices to borrowers that it was a debt collector?

A I don't know why for sure.

Q Did you come to a conclusion at any time that it was a false statement?

A Me personally?

Q Yes, sir.

A No.

Q As you sit here today, do you believe it was a false statement?

A No.

Q Why is that?

A As much as Quality Loan Service is not a debt collector, we have -- the attorneys have made the decision that we should comply with the Fair Debt Collection Practices Act. And so for that reason, it's my understanding as to why the mini-Miranda was added to our documents.

Q Okay. I appreciate that answer, but let me inquire a bit because it confuses me a little bit.

The documentation would typically be scanned or imaged and saved on our network.

Q What network is that?

A Just our computer network.

Q Meaning you have your own servers?

A Correct.

Q Is Chippendale -- I'm sorry if that's not his name.

MS. SCHULER-HINTZ: Chipperfield.

BY MR. BOYLAN:

Q Chipperfield, does he manage your servers as well, or do you have someone internally that manages your QLS's own computers?

A He manages the servers.

Q To your knowledge, how was the dispute with the State of Nevada resolved following that cease and desist order? Do you know?

A To my knowledge, it was resolved in that we, Quality Loan Service, obtained a foreign collection agency license which then allowed us to proceed with the foreclosures that were pending.

Q And that was by agreement with the State of Nevada?

A It would have -- whoever the group was, the Financial Institution Division, that group is who or the like, why did QLS use XO Telecom? Save money? Better deal? Better service? Can you explain? I'm just curious.

A All of those reasons. I mean, we would have priced out all of the various service providers and XO was the one of choice.

Q Was there anything else about what they could deliver to you in terms of information, data, functionality that was somehow particularly useful to your business?

A They are also our internet service provider.

Q What about any reporting capability or the like that they may have presented that perhaps was not available from Sprint or other competitors?

A No.

Q I can obviously do an internet search, but do you happen to know, where is XO Telecom located?

A I don't know.

Q Is that the full and correct name, XO Telecom, or do you know?

A I don't know. That's what I know them by.

Q As you sit here today, are you able to estimate the total amount of monies that QLS received from debtors and/or Nevada debtors for reinstatement or payoff during the years 2007 to 2012?

A No.

Q How would you find that information if you went back to your office right now and set out to do that?

A As we discussed earlier, it would take a relatively large amount of effort to be able to marry up the information from our accounting system and our case management system.

Q And so would you direct the -- someone working with Wes Andrews to do that, or how would you -- if you had to do it, how would you go about it?

A I would have to speak with both Michael Chipperfield, the IT group, as well as Wes Andrews on the accounting side.

(Plaintiffs' Exhibit 3 was marked for identification.)

BY MR. BOYLAN:

Q If I may, sir, I'm going to place a number of documents in front of you. Some of these, it's fairly apparent what they are, but I need to ask you anyway as a protocol that we do here in our work. Others are perhaps less clear what they are, but I'll be asking you some basic questions, and I will have some, perhaps, specific questions.

Q And more specifically, with respect to the categories which you identified you have knowledge, did you do anything specific to educate or refresh yourself on the topics that you have indicated you were speaking on behalf of the company in Exhibit 1?

A No.

Q Take a look at Exhibit 3. Can you tell me what this document is?

A This is a Quality Loan Service invoice to Nationstar Mortgage.

Q What's the purpose of this document?

A This is an invoice for the fees and costs that were incurred by Quality Loan Service.

Q Am I interpreting this right, that the total amount of fees charged was $540 for this file?

A That's correct.

Q And the remainder of amounts which bring the total to over $2,000 were costs?

A That's correct.

Q Did you typically include invoi- -- excuse me, receipts for costs when you would issue invoices to the lenders such as this?

A At this period of time, no.

Q What period of time did you begin that process?

this particular file, if you set about to do so?

A I would have no knowledge of that or way to determine that.

(Plaintiffs' Exhibit 4 was marked for identification.)

BY MR. BOYLAN:

Q Take a look, please, at Exhibit No. 4. Tell me what this document is, please.

A This appears to be a screenshot of a screen out of Lenstar.

Q And what is Lenstar?

A Lenstar is an internet-based application that works as a communication tool between Quality Loan Service and the servicer.

Q Or the lender?

A Lender.

Q Does it have any overlap or connection to what you refer to as the IDS system or any other systems you've mentioned here today?

A No.

Q What, then, is the purpose and various functions of Lenstar?

A As I stated earlier, it's used for communication between the lender or servicer and Quality Loan Service. We would receive referrals through this system. Would also have documentation within it that we might need to proceed with the foreclosure.

Q Yes. That's what I was getting at. Communication, forgive me, but that doesn't tell me much. I mean, communicate exactly what type of information, the full range?

A Status of the foreclosure. There are typically events within the system where we could indicate if the notice of default recorded and the date on which that occurred and the notice of sale recorded and the date of which that occurred. Typically, we would upload copies of those recorded documents into the system as well.

Q Would it also make a recordation if you received funds from a borrower?

A It probably would. If we received an amount for payoff or reinstatement, we would put a comment into the system that we received funds.

Q And that system is also searchable?

A Not from our standpoint. We can get very limited information out of it, but we don't have any access to the database itself.

Q Who does?

A I don't know.

Q Does Mr. Chippenfield have any involvement with --

MS. SCHULER-HINTZ: Chipperfield. You just want to make him a Chippendales dancer, don't you?

MR. BOYLAN: I'm struggling.

BY MR. BOYLAN:

Q Does he have any involvement, or does he work with Lenstar at all?

A No.

Q If you were to go back to your office and look at your Rolodex or talk to your staff and try to figure out who you would contact at Lenstar in order to get information from the system, who would that be?

A We'd probably have a support number. It's unlikely they would be able to on their own provide you that information without permission from the lender or servicer.

Q Do you know whether a bank or someone owns Lenstar? Do you know anything about the company?

A I don't know who owns it.

Q The lender, perhaps through Lenstar or otherwise, would also direct QLS with respect to issuing credit bids at the sale of the properties, correct?

A We would get sale bidding information through the system.

Q And based on the loan documents, where the lender desired to do so, they would also instruct you to add your fees and costs to the balance of the debt for purposes of determining the credit bid, correct?

A They may or may not.

Q And in this case, they did so on Exhibit 4 with respect to Martinez, correct? You see the message?

A Part -- part of the instruction is an amount given plus fees and costs if third party is involved.

Q So you were instructed that if there's -- the bid that would be executed at the sale would include the amount of their -- I believe it's $295,000 and change plus fees and costs. And that refers to the fees and costs incurred by QLS for its work, correct?

A This particular bid gives instructions, much wider range than that. It indicates that we are to start the bidding at 236,000 or bid up to the 295 plus fees and costs if there's a third party involved.

Q Well, yeah. I mean, if it's a credit bid, in this circumstance, given what was going on in

Nevada, you didn't -- you didn't really need to add the fees and costs, right, because it was going to come up short regardless?

A The -- the lender is at liberty to enter whatever bid they like.

Q Understood.

And QLS would follow those directions and where directed by the lender would include its fees and costs into the balance for purposes of the bid amount, correct?

A That's correct.

Q Do you know what percentage of time that occurred with respect to the clients?

A I do not.

Q Are you able to estimate it?

A No.

Q What's your estimate of the range of total number of clients for whom QLS was performing the services between 2008 and 2012 in Nevada?

A I would estimate 30 to 40.

Q Did you notice the date of Exhibit 4? Do you see the date 12/24/2008 at the bottom right-hand corner?

A Yes.

Q Does that appear to be the date of the communication, or do you not know?

A This was the date that this was printed off of the system. Up in the middle, there's a sent date --

Q Yes, sir.

A -- of December 24, 2008.

Q Got it. Thank you.

(Plaintiffs' Exhibit 5 was marked for identification.)

BY MR. BOYLAN:

Q Take a look, please, at what's been marked Exhibit 5. Can you tell us what this document is?

A This also looks like a screen print from the Lenstar system.

Q And this now bears a date of 2009, and in that way, among others, differs from Exhibit 4, correct?

A I think it's completely different than Exhibit 4, but it's conveying similar type information.

Q Very good. Thank you.

What is the meaning of the message here?

A They are conveying their bidding instructions again.

Q And once again, the fees and costs to be added there in the event of a third party or QLS fees and costs for doing the processing work, correct?

A Yes. If there is competitive bidding, then we are to bid up to a maximum of 300,000 plus fees and costs.

(Plaintiffs' Exhibit 6 was marked for identification.)

BY MR. BOYLAN:

Q Please look with me at Exhibit 6. What is this document?

A This is a letter from Quality Loan Service explaining to the borrower possible foreclosure alternatives.

Q What policy or procedure existed at QLS at this time which caused the issuance of this letter?

A The decision was made, and many times the lender would request that we send out additional information to borrowers to very possibly get them to reach out to us or the lender for an alternative to being foreclosed upon.

Q And that would include the borrower forwarding a payment to either QLS or the lender in order to achieve reinstatement or possibly in connection with a loan modification agreement, correct?

A This particular letter doesn't address reinstatement. But it does indicate that loan modification, amongst several other -- I'm sorry. It does have reinstatement on there. But it does give several options that would allow them to avoid foreclosure.

Q And one of those that QLS communicated on behalf of the lender was that the debtor could pay the total amount necessary to bring the loan current in order to achieve reinstatement, correct?

A Correct.

Q And that, as indicated there, would also include various fees that the borrower would then pay either to QLS or to the lender directly in order to achieve reinstatement, correct?

A The fees that are paid to Quality Loan Service are paid by the lender. All amounts that would have been received by Quality Loan Service would have been passed to the lender, and then they would have paid us our fees.

Q So is it your understanding, then, that for all the years 2012 -- excuse me, 2007 to 2012 and for all clients, reinstatement payments from borrowers did not include QLS fees?

A The total amount that was due to cure the default would have included fees and costs.

Q QLS's, that's what I mean.

A Correct.

Q Okay. All right. And on occasions, QLS would, in fact, through its reinstatement and payoff department, collect those monies as you described earlier, deposit them in a trust, and then pass them on to the lender?

A I don't know that we collected them, but we would receive them because the borrower chose to send them to us. And then we would process those funds and send them all to the lender.

Q And as the witness before you indicated, typically in its reinstatement correspondence to the borrowers, QLS would provide directions so that those funds necessary for reinstatement or payoff could be delivered to QLS, correct?

A Yes.

Q Loan modification. Based on your knowledge and experience in all your years at QLS, did loan modification typically require some type of payment from the borrower as well in order to achieve agreement to modify the loan?

A Quality Loan Service was not involved with negotiating or approving of any loan modifications, so we weren't really privy to what the agreement was between the lender and the borrower.

Q But nevertheless it's true, isn't it, that on occasions, the borrowers did send payments to QLS that were a part of the loan modification agreement made with the lenders?

A I'm not aware of that.

Q And by that, you mean you don't know one way or another, or you think that never happened?

A I don't know.

Q Now, extension/stipulation. This is calling upon or setting out the option where the borrower would be called upon to pay a predetermined portion of the delinquent payments.

Do you see that?

A Yes.

Q How was -- well, what department of Quality Loan was involved in that work?

A Quality Loan Service did not necessarily negotiate that sort of a stipulation or extension. That would be between the lender. The only purpose of this letter was to inform the borrower of the options that are available in alternative to foreclosure.

Q Well, but those options were -- included payments, right? The payment is referenced under Extension. It's referenced again under Reinstatement.

Do you see that?

A Yes.

Q And those were options which included some form of payment that QLS was communicating on behalf of its lender client to the borrower, correct?

A I -- I'm not sure I understand that question.

MR. BOYLAN: Would you read it back, please.

(Thereupon, from the record above, the reporter read, to wit:

"Q And those were options which included some form of payment that QLS was communicating on behalf of its lender client to the borrower, correct?")

THE WITNESS: I still don't understand the question.

BY MR. BOYLAN:

Q It's a poor question. What I'm saying is, on behalf of its client --

A Uh-huh.

Q -- QLS was communicating options to the borrower who was in default. And some of those options included making payments that would allow the avoidance of foreclosure by either reinstatement, for example, or extension and stipulation, correct?

A That's correct.

Q Now, do you have any reason to believe that Nationstar Mortgage, LLC, directed QLS to send this letter?

A I don't know if they did or not.

Q And that's why I'm curious. QLS did this on its own, as far as you know?

A I don't know.

Q All right.

A We did have many clients who requested that we send this sort of a communication. I don't know if Nationstar did.

Q So this type of communication was fairly routine for QLS to issue, at least with respect to the clients that requested it?

A Yes.

Q And that's true for Nevada, to which this is addressed, correct?

A Yes.

Q Now, specifically, in order to pursue these options which are stated in this letter, which is

Exhibit 6, QLS was inviting the borrower who was in default to call QLS to gain information about these options, correct?

A It states that, "Please contact us so that we may put you in contact with Nationstar Mortgage loss mitigation department."

Q Yes. And you gave your -- QLS gave your own number. That's not Nationstar's number there, is it? That is QLS?

A That is QLS's number.

Q And extension 3728, what department did that go to?

A I believe that went into our home retention department.

Q Now, looking at this, if I may -- and I'm not trying to be confrontational, but I need to make a record -- looking at this and reading this, including the second page of this, is it still your testimony that as of the date of this letter, QLS was not a collection agent on behalf of lenders, including Nationstar Mortgage?

A Yes.

Q And that's notwithstanding to the statement there at the end that, "We are a debt collector and any information will be used for that purpose," correct?

A That's correct.

Q Very well. But let me address another paragraph, if I may. Because -- well, let me do this: According to your understanding and knowledge, obviously you're a senior executive in this industry, it is possible for a company to be involved in both foreclosure work and collection work, correct?

A I'm sure it's possible.

Q And do you acknowledge that foreclosure itself is a means of collecting on a defaulted debt?

A No. Foreclosure is a way in which to enforce the security instrument for the lender.

Q Now, I believe the last sentence on Page 2 of this document, if I can clarify, your testimony here today is that statement, "Pursuant to federal law, we are a debt collector," et cetera, that was put there by direction of the lawyers and only as a matter of precaution and prudence. Is that your testimony as applied to that specific sentence?

A Yes.

Q Is there any other portion of this document that was drafted by the lawyers as a matter of prudence and precaution?

A I don't know what portion of it was drafted

Q Okay. Now, look with me, because I want to read something to you. It's the paragraph there on Page 2. Quote, "Contacting this office" -- that's QLS -- "will not suspend your obligation to make your mortgage payments. This office" -- again, that's QLS, right?

A Uh-huh.

Q Yes?

A Yes.

Q -- "will continue all collection and foreclosure activity" -- you see that word "and"? That's conjunctive -- "will continue all collection and foreclosure activity unless and until a workout plan has been completed and agreed to by Nationstar Mortgage and you."

Do you see that?

A I see that.

Q Do you believe that was a false statement?

A I don't believe it's a false statement, but I still maintain that QLS is not a debt collector.

Q Any reason for your maintaining that position other than what you have already testified to?

A The purpose of QLS is to process the nonjudicial foreclosures.

(Plaintiffs' Exhibit 8 was
marked for identification.)

BY MR. BOYLAN:

Q Can you please take a look at what's been marked as Exhibit 8.

Am I on 7 or 8?

MS. SCHULER-HINTZ: 7.

MR. BOYLAN: Oh, I'm sorry. We'll keep that 8. We'll go back to 7. That's okay. We don't have to do them in order.

BY MR. BOYLAN:

Q What is Exhibit 8?

A These appear to be comments out of IDS.

Q Do we know what the redactions are? Do you know what I mean by redactions?

A Yes.

Q Are these employee names in part?

A It appears that they may be. I don't know if all of them are.

MR. BOYLAN: Okay. Well, I don't want to belabor this record, but, Counsel, we need those names because --

MR. SCHULER-HINTZ: I understand. This was produced prior to the protective order going into place. So this is the original production.

MR. BOYLAN: Well, it does impact my ability to question the witnesses, but we'll just deal with that another day, I guess. We just have to both reserve our positions, because it's handicapping me somewhat here today.

BY MR. BOYLAN:

Q Now, how do we know from looking at this document if this is the entire comment file for the Martinezes?

A I have no way to know that.

Q Let's look at the last page. It's entered by someone who's redacted there, and I don't know if it was sent to Dominic and there's -- really, with all of these redactions, it's very hard to track what's going on. But there's an entry there for September 12, 2008.

Do you see that?

A Yes.

Q It says, "You must pay the full amount of the default on this loan by the 35th day." And it goes on from there.

What is that comment?

A I don't know.

Q Isn't it true that that is a QLS employee documenting what they communicated to the borrower?

mail, and then the fee portion is the certified mail.

Q So the practice was to send it by both regular and certified?

A Yes.

Q So there's no possibility that the fee column reflects a QLS charge for issuing the communication?

A No.

Q And how do we know what was being sent to my client by looking at this, if we do?

A I don't believe this log specifies that. There would be a separate declaration of mailing that would indicate the notice that was sent, and it would correspond with the article numbers on this log.

(Plaintiff's Exhibit 9 was marked for identification.)

BY MR. BOYLAN:

Q Look with me, please, at what's been marked Exhibit No. 9.

What is this document?

A This is a letter from EMC Mortgage Corporation to Susan Hjorth indicating that they have forwarded the loan to Quality Loan Service for foreclosure.

Q Is it a correct interpretation with respect to my client Ms. Hjorth, Quality Loan was acting as the agent of the lender with respect to any reinstatement of the defaulted loan that could be accomplished?

A They were acting as the trustee under the deed of trust, not necessarily as an agent to the lender.

Q Well, a deed of trust doesn't provide for reinstatement, does it?

A I don't know. It -- it provides for the borrower to cure a default, should one exist.

Q Now, EMC states there at the bottom that it's attempting to collect a debt. And then above that it refers to Quality Loan as its contact person with respect to reinstatement or payoff.

Do you see that?

A I don't see that it indicates that they should contact Quality Loan for reinstatement.

Q Well, it says, "Should you wish to reinstate or pay off your loan or if you have questions regarding the foreclosure process, please contact the attorney/trustee handling the foreclosure at the following phone number." And then it says "Quality Loan" and has -- that was Quality Loan's phone number, right, in San Diego?

A Yes. That's correct.

Q So EMC indicates there that it's attempting to collect the debt and is referring my client to you for that purpose, correct?

A Not to collect the debt, but that it's going to Quality Loan Service foreclosure, and they're directing it to us to get figures to cure the default.

Q And that would require payment to be made on the debt in order to achieve reinstatement, correct?

A They would have to cure the default.

Q By payment, correct?

A It depends on what the default is.

Q Assuming the default was with respect to payment?

A Then they would need to cure that default, yes.

(Plaintiffs' Exhibit 10 was marked for identification.)

BY MR. BOYLAN:

Q Take a look, please, at Exhibit 10.

What is this document?

A This is a debt validation notice.

Q Created and issued to one of my clients by QLS Corporation in May of 2009, correct?

A I don't know who it was issued to. There's no name on it.

Q But otherwise, my statement is correct?

A I don't know. It's a debt validation notice on this trustee sale number. I don't know who the borrower is.

Q What is a debt validation notice?

A A debt validation notice is a notice that's required under the Fair Debt Collection Practices Act.

Q If you're trying to collect a debt, right?

A If you are a debt collector. But, again, QLS is not a debt collector, and we send this in an abundance of caution to comply with the Fair Debt Collection Practices Act.

Q So one of the functions of this document is to confirm the amount of the delinquent debt and give the borrower an opportunity to dispute it. Is that true?

A Yes.

Q And this particular notice goes beyond that, though, right, and states what has to be paid in order to pay the debt off in full. Is that true?

A It does include a total debt, which is a requirement of the notice.

Q And it also indicates that the payment will be required so that it includes the QLS fees and costs that have been incurred as a part -- as an addition to the amount -- the principal balance of the debt, correct?

A Yes. It indicates that the fees and costs incurred would have to be paid as well.

Q And when it says "trustee's fees and costs," that's a reference to QLS, correct?

A Correct.

Q And it says, "The amounts will increase daily until the debt has been paid in full."

Do you see that?

A Yes.

Q Was that a true statement, as far as you know?

A As far as I know, interest accrues daily on a mortgage loan, so the amount will increase daily.

Q So this is required to send to borrowers if you're a debt collector, but you sent it anyway while maintaining that you're not a debt collector. However, if I may ask, it invites them to contact your office in Paragraph 5. Do you see that?

A Yes.

Q And they did often do that, correct, the borrowers, the debtors, the defaulted debtors?

A Sure. They contact our office, yes.

Q And they were contacting your office to try to make some inquiry or dispute with respect to the debt in default, correct?

A They called for many reasons.

Q Including that which I just identified?

A Yes.

Q And you would entertain their call in your capacity on behalf of the lender, correct?

A I'm not sure I understand your terminology of entertaining their call.

Q Well, it talks about -- here about, you know, what it would take to pay off the debt and the additional fees, and then if you want to dispute it, to call QLS, not the lender. Do you see that?

A Yes.

Q Why is that?

A Should they call us, we would then be in contact with the lender to obtain any amounts that it would take to reinstate, if that's what the borrower was interested in doing.

Q But with respect to the debt which is in default and the amounts necessary to pay it off, if you're not a collection agent, why were you instructing them to call you to dispute the debt rather than the lender? Can you explain that?

A Well, the letter is from us, and we were doing it in compliance with the FDCPA. And so we were instructing them to contact us.

Q My -- thank you, sir. But my question is, if you were not a collection agent, why were you instructing them to contact you rather than the lender?

MS. SCHULER-HINTZ: I think he asked -- you asked and answered that question.

MR. BOYLAN: Okay. I don't think he did. So can you try again, please?

THE WITNESS: Can I have the question again, please?

(Thereupon, from the record above,
the reporter read, to wit:
"Q Thank you, sir. But my question
is, if you were not a collection
agent, why were you instructing
them to contact you rather than the
lender?")

THE WITNESS: I think I responded that the letter is from us, so we put our contact information on there so that they could contact us.

BY MR. BOYLAN:

Q I understand that, but I don't think that's responsive, and let me explain. I've seen other letters in this case by other defendants where they say contact the lender if you want to talk about these things. So you could have put in -- for here, for example, you could have put in EMC Mortgage's name and information. If you were not a collection agent, you could have just referred them to the lender.

Now, I'm not trying to argue with you. I want to give you an opportunity. This is a videotape. I want to give you the fullest opportunity to give your best answer.

If you were not a collection agent, why, then, did you not put in EMC's contact information so the borrower could contact the letter direct -- the lender directly?

A Again, the form of the documents and the content was recommended by our attorneys, and I don't think just because our number's in there makes us a debt collector.

Q Okay. Thank you.

(Plaintiffs' Exhibit 11 was marked for identification.)

BY MR. BOYLAN:

Q Take a look, please, at Exhibit No. 11.

MS. SCHULER-HINTZ: I think you're going to have the same problem with this as with -- I think it was Exhibit 8.

MR. BOYLAN: Uh-huh. I don't even remember what my problem was.

MS. SCHULER-HINTZ: These are -- these are not -- Dave's never processed foreclosure, so he has no -- he doesn't work in comments. He's got no idea what these say, really.

MR. BOYLAN: Okay. Well, then let's just authenticate it for the moment.

BY MR. BOYLAN:

Q What is this document, sir, Exhibit No. 11?

A This looks to be a comments screen prints from IDS.

(Plaintiffs' Exhibit 12 was marked for identification.)

BY MR. BOYLAN:

Q This may seem -- it's going to seem a little repetitive, but this actually concerns a different client, so I have to do this work as well. But I'm going to hand you what's been marked as Exhibit 12. Can you take a look at that, please.

Can you please tell me, what is Exhibit 12?

A This is a debt validation notice.

Q And you sent it to the borrower who was in default on behalf of your client, Nationstar Mortgage, LLC, correct?

A I can't determine that from this document. Oh, I'm sorry. Nationstar, yes. It's on behalf of Nationstar.

Q And if I were to go into this in detail, which I'd rather not, this is the same exact form and content except different numbers as Exhibit 10, correct?

A That's correct.

Q So if I were to ask you the same questions, your answers would be the same with respect to Exhibit 12?

A Yes.

(Plaintiffs' Exhibit 13 was marked for identification.)

BY MR. BOYLAN:

Q We have got a couple more to do. Take a look at, please, what's been marked as Exhibit 13.

What is this document?

A This is a debt validation notice.

Q Same form, same content except for the numbers as Exhibits 10 and 12. So if I were to ask you the same series of questions about this document, your answers would be the same?

A That's correct.

(Plaintiffs' Exhibit 14 was marked for identification.)

BY MR. BOYLAN:

Q Exhibit 14, please. If you would, tell us what this document is.

A This is a debt validation notice.

Q Same form and content except different dollar figures as Exhibits, I believe, 10 and 12. So if I were to ask you the same series of questions, your answers would be the same?

A That's correct.

(Plaintiffs' Exhibit 15

for identification.)

BY MR. BOYLAN:

Q Take a look, please, at w

Exhibit 15.

What is this document?

A This is a letter to the b

that they should contact JPMorgan (

foreclosure alternatives.

Q Do you know why it is in this particular

Re-Serve Ex. 14 with p. 77

Reserve AMB Declaration with p-14

AA005408

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

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APPELLANTS' APPENDIX

VOLUME 22

Appeal from Eighth Judicial District Court
Clark County, Nevada

The Honorable William Kephart

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INTERROGATORY NO. 18:

State YOUR best estimate of the total amount of dollars received by YOU as payment of fees and/or costs related to foreclosure related and/or collection agency services provided by YOU as to the entirety of the PUTATIVE CLASS, as stated against YOU in the Operative Complaint in this matter.

RESPONSE TO INTERROGATORY NO. 18:

Objection, this request is vague, ambiguous, unintelligible, oppressive burdensome, overbroad, calls for speculation and is not relevant. Quality specifically incorporates general objections 5 and 6 to the response herein.

Without waiving these objections this responding party states as follows: Quality estimates that the total trustee fees received from the servicers for the processing of non-judicial foreclosures in the state of Nevada from 2007 through 2012 was $19,000,000.00. Quality estimates that the total costs incurred for the processing of non-judicial foreclosures in the state of Nevada from 2007 through 2012 was $86,000,000.00.

Dated: October 19, 2016

Respectfully submitted,
McCARTHY & HOLTHUS, LLP

By: */s/ Kristin A. Schuler-Hintz*
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ATTORNEYS AT LAW

VERIFICATION

I, Bounlet Louvan, am the Foreclosure Legal Liaison and Former Trustee's Sales Officer for Quality Loan Service Corporation. I have read the foregoing Supplemental Responses to Plaintiff Jeffrey Benko's Interrogatories, Set One and I know their contents.

The matters stated in the aforementioned responses are true of my own knowledge based on a review of the business records of Quality Loan Service Corp. 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 foregoing is true and correct. Executed this October 14, 2016 at San Diego, California.

By: ______________________
Bounlet Louvan
Legal Liaison & Former Trustee's Sales Officer,
Quality Loan Service Corporation

EXHIBIT "I"

EXHIBIT 18
WIT: Owen
DATE: 12-22-16
All-American Court Reporters

OCWEN

Re: PRIOR TO INITIATION OF FORECLOSURE ON EACH REFERRAL:

Contact your timeline coordinator to confirm the name in which to foreclose.
Request the coordinator to review the loan to determine if any payments have been applied to the loan during the shipment of the foreclosure package to your office.
Review the demand/breach letter on the website before starting the foreclosure

11/08/2006

McCarthy and Holthus LLP - David Owen
Attn: David Owen
1770 Fourth Street
San Diego, CA 92101

Re: Foreclosure Referral Loan Number : [redacted]
Foreclose in the Name of . U.S. Bank, N.A., as Trustee for the registered holders of Home Equity Asset Trust 2005-3, Home Equity Pass-Through Certificates, Series 2005-3

Dear David Owen ,

Thank you for agreeing to undertake the representation of Ocwen Loan Servicing,LLC in the matter referenced above.

Prior to the initiation of Foreclosure on each referral you must **REVIEW THE DEMAND LETTER FOR ACCURACY.**

FORECLOSURE BILLING:
It is our understanding that you will bill us according to the Ocwen Loan Servicing,LLC Local Counsel Agreement for each matter. Any hourly billing must be pre-approved. All billing must be submitted timely as late submissions may result in non-payment. All requests from Ocwen for outstanding fees/costs must be responded to within 48 hours as we must respond to our customer's request for payoff and/or reinstatements as a priority.
CONTESTED FORECLOSURES:
In the event the foreclosure is contested, please refer to the Local Counsel Agreement for instructions on hourly billing approvals. Your firm MUST send the contested asset form to Resolvecases@Ocwen.com immediately.

RESOLVING LOANS:
Ocwen's #1 priority is to keep customers in their home.
Ocwen initiates foreclosure when warranted and necessary. When the foreclosure is initiated, a specialized foreclosure coordinator is assigned to monitor the foreclosure action that you have been engaged to perform. The objective of the foreclosure coordinator is to ensure that Ocwen's defined timelines are achieved. At the same time the foreclosure coordinator is assigned, Ocwen also assigns an experienced Loan Resolution Consultant who works with the customer to find a resolution other than foreclosure based on the customer's ability to pay.
Although Ocwen utilizes the dual path, our number one priority is to find a resolution that keeps

the customer in their home. Ocwen expects our preferred attorney network to understand our goal and to assist us with achieving this goal.
In the event that you are contacted by our customers and/or their agents, we ask that you relay the desire to resolve and we ask that you refer any resolution opportunities to our experienced Loan Resolution staff at 1-877-596-8580.
Please ensure that all staff members of your office are educated on our desire to achieve customer resolution!

When requesting payoff and/or reinstatement figures please be prepared to provide all outstanding legal fees and costs good through the resolution date. The foreclosure action should never be stopped until funds are received. If a payoff or reinstatement is received by your office, please send all of the funds by overnight mail to
Ocwen Loan Servicing,LLC
12650 Ingenuity Drive
Attention: Cashiering Department
Orlando, FL 32826
Please do not extract your fees and costs from the funds. A final bill will need to be sent from your office to be processed.

FORECLOSURE SALES:
Your firm must check for a bankruptcy filing the last business day before any scheduled foreclosure sale.
Your firm is responsible for notifying the Ocwen foreclosure coordinator of any scheduled foreclosure sale as soon as the sale is scheduled. No foreclosure sale is to be postponed or stopped without pre-approval from Ocwen.

Please add this file to your monthly status report and advise as to whether you require any additional information or material to conclude the execution against the property. If the foreclosure package attached does not contain preliminary title work, please contact your timeline coordinator. Please ensure that a copy of the TSG is sent to us upon your receipt of same in connection with each new matter you are handling for us.

The foreclosure contact for this matter will be : Shirley Jojo at Email: realtrans2@ocwen.com.

Very truly yours,

Ocwen Loan Servicing,LLC

REQUESTOR INFORMATION

File Number	37058823	**Order Contact:**	
		Name	Shirley Jojo
		Work Number	(561) 682-8000
		Fax Number	(561) 682-8000
		Email Address	realtrans2@ocwen.com
Company	OCWEN Financial	**Order Placed By:**	
Branch	Timeline Management	**Name**	Shirley Jojo
Address Line 1	1661 Worthington Road	**Work Number**	(561) 682-8000
Address Line 2		**Fax Number**	(561) 682-8000
City, State Zip	West Palm Beach, FL 33418	**Email Address**	ShirleyAnnie.Jojo@ocwen.com

VENDOR AND ORDER INFORMATION

Company	McCarthy and Holthus LLP - David Owen	**Proposed Order Price**	

BORROWER INFORMATION

Borrower

Name Patty Segura

Social Security Number [redacted]

Co-Borrower

Name

Social Security Number

PROPERTY INFORMATION

Street Address 1801 Loch Lomond Way

City, State Zip Las Vegas, NV 89102

SERVICE TRANSFERRED LOAN INFORMATION

Service transferred loan Yes ☐ No ☑

PAYOFF INFORMATION

This is not a final payoff figure. Contact your Coordinator for final payoff figures.

Patty Segura
1801 Loch Lomond Way
Las Vegas, NV 89102

Loan Number: [redacted] November 08, 2006

Dear Borrower(s):

As you requested, the following is a breakdown of the payoff funds due on or before 11/08/2006

Description	Amount Due
Principal	238,498.87
Interest	17,122.64
Pre-Payment Penalty	8,096.20
Late Charges	481.35
Returned Check Fee	75.00
Satisfaction Cost	33.00
Late Charge - Alt Payment Plan	1,199.51
Payoff Transmission Fee	30.00
Certified Mail Cost	23.35
Property Valuation Fee - BPO	206.00
Suspense Credit	520.88-
Escrow Advance	1,689.83
Total Amount Due	266,934.87

Next Due Date	03/01/2006
Quoted Date	11/08/2006
Payoff Quote Expiration Date	11/08/2006
Grace Period End Date	11/17/2006
Original Principal Balance	240,000.00
Interest Per Diem	51.93

From	To	Interest Amount	Interest Rate	Balance	Daily Per Diem	#Days
01/01/2006	01/31/2006	1,689.39	8.50000	238,495.87	56.31223306	30
02/01/2006	02/28/2006	1,688.24	8.50000	238,342.35	56.27535500	30
03/01/2006	03/31/2006	1,687.15	8.50000	238,185.72	56.2382[illegible]	30
04/01/2006	04/30/2006	1,686.03	8.50000	238,027.88	56.20193000	30
05/01/2006	05/31/2006	1,684.90	8.50000	237,868.12	56.16339000	30
06/01/2006	06/30/2006	1,683.76	8.50000	237,703.41	56.12543[illegible]	30
07/01/2006	07/31/2006	1,682.62	8.50000	237,546.00	56.08725000	30
08/01/2006	08/31/2006	1,681.46	8.50000	237,383.25	56.04881000	30
09/01/2006	09/30/2006	1,680.30	8.50000	237,219.30	56.01011300	30
10/01/2006	10/31/2006	1,679.13	8.50000	237,054.21	55.97113306	30
11/01/2006	11/05/2006	279.66	8.50000	236,887.95	55.93187[illegible]	5

PAYMENT INFORMATION

PAYMENT HISTORY

SPECIAL INSTRUCTIONS

Roy Gomez | LinkedIn

What is LinkedIn? Join Today Sign in

Roy Gomez

Accounts Receivable Clerk at Quality Loan Service Corporation

San Diego, California Real Estate

Current Quality Loan Service Corporation

3 connections

View Roy's full profile. It's free!

View Roy's Full Profile

Experience

Accounts Receivable Clerk

Quality Loan Service Corporation

March 2011 – Present (5 years 7 months)

Skills

Financial Analysis · Data Entry · Cash Management · Microsoft Word · Customer Service · Administrative Assistants · Microsoft Office · PowerPoint · Foreclosures · Teamwork

View Roy's full profile to...

- See who you know in common
- Get introduced
- Contact Roy directly

View Roy's Full Profile

Not the Roy you're looking for? View more

Find a different Roy Gomez

First Name Last Name

Example: Roy Gomez

Roy Gomez
SmokeRise Towing and Transport
United States

Roy Gomez
Maintenance Manager
United States

Roy Gomez
Experienced Database Administrator
United States

Roy Gomez
Field Manager at GDT
United States

Roy Gomez
Homeless Outreach
United States

More professionals named Roy Gomez

Public profile badge

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People Also Viewed

Clark Carlson
HR Manager at Quality Loan Services

Alison Burdick-Evenson
Marketing Manager, MU Patents

Concepcion Legaspi
Trustee Sale Officer at Quality Loan Service Corporation

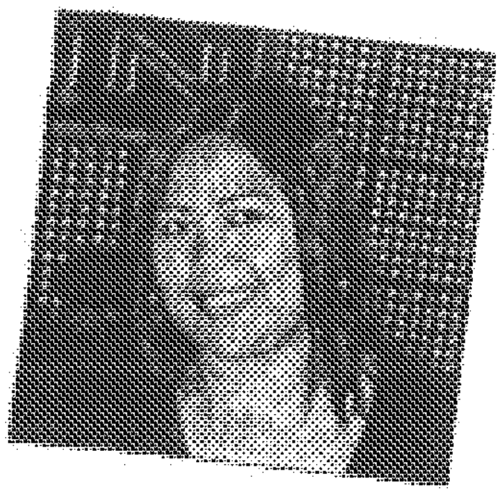
Katie Saunders
Student at CU Law

Andrew Lucas
Assistant Controller at Premier Business Support

Pleshanda Govern
Accounts Receivable Clerk at Quality Loan Service Corporation, Driver at Lyft
http://lyft.com/drivers/PLESHANDA1

Lovelyn Lopez
Operations Analyst at Quality Loan Service

What is LinkedIn? Join Today Sign In



Concepcion Legaspi

Trustee Sale Officer at Quality Loan Service Corporation

San Diego, California Real Estate

34 connections

Current Quality Loan Service Corporation
Previous JPMorgan Chase, Blue View Corp
Education Miramar Community College

View Concepcion's full profile. It's free!

View Concepcion's Full Profile

Experience

Trustee Sale Officer

Quality Loan Service Corporation

September 2006 – Present (10 years 1 month)

Responsible for management of foreclosure unit, including but not limited to quality control, time cards, customer service, created and approved governance documents for foreclosure dept., problem resolution and overall process improvement within the foreclosure unit.

Foreclosure Analyst

JPMorgan Chase

January 2006 – August 2006 (8 months)

Responsible for monitoring and processing foreclosure from First Action to Foreclosure Sale, reviewing collateral documents and title issues, reviewing and ordering BPO/Reconciliation/Original Appraisal, prepare bidding instructions for upcoming foreclosure sales.

Document Specialist/Assistant

Blue View Corp

July 2004 – December 2005 (1 year 6 months)

Assistant Supervisor/Processor responsible for preparing Assignments of Mortgage/Deed of Trust/Lien/Security Instruments/Assignments of Lease and Rent/Satisfaction Mortgage, maintaining great communication with County Land Records Office across the U.S. to obtain proper recording information, processing collateral documents from different Assignee, Assignors, and Trustees.

Skills

Search by name

Over 400 million professionals are already on LinkedIn. Find who you know.

First Name Last Name

Example: Jeff Weiner

Public profile badge

Include this LinkedIn profile on other websites

View profile badges

People Also Viewed

Tim Nicholson, Jr
Remote Deposit Operations Manager, Credit Analyst with a record of success in the Financial Services Industry.

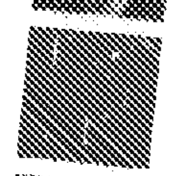
Clark Carlson
HR Manager at Quality Loan Services

Katie Saunders
Student at CU Law

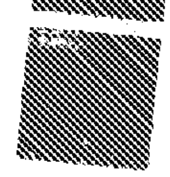
Andrew Lucas
Assistant Controller at Premier Business Support

Pleshanda Govern
Accounts Receivable Clerk at Quality Loan Service Corporation, Driver at Lyft, http://lyft.com/drivers/PLESHANDA1

Lovelyn Lopez
Operations Analyst at Quality Loan Service



Melissa L. Sharrer
Assistant Trustee Sales Officer at Quality Loan Service Corporation



Tom Thurman
Accounts Payable Analyst at Quality Loan Service Corporation

Roy Gomez
Accounts Receivable Clerk at Quality Loan Service Corporation

Naika Lewis
Payoff And Reinstatement Clerk at Quality Loan Service Corporation

EXHIBIT "J"

BidCalcCompleted

BidCalcCompleted

Please Complete the Following:

Bid Date: 12/14/2011

Entered By: Sarah Jane Beebe 12/18/2011 6:17:00 PM

Client Loan Number: [redacted]

Entered By: Auto Gain/Loss 12/14/2011

Borrower Name: BENKO II, JEFFREY

Entered By: Auto Gain/Loss 12/14/2011

Property Street Address: 8121 PURSUIT COURT

Entered By: Auto Gain/Loss 12/14/2011

Property Address (Unit):

Entered By: Auto Gain/Loss 12/14/2011

Property City: LAS VEGAS

Entered By: Auto Gain/Loss 12/14/2011

Property State: NV

Entered By: Auto Gain/Loss 12/14/2011

Property Zip: 891316000

Entered By: Auto Gain/Loss 12/14/2011

Investor Loan Number: 83M

Entered By: Auto Gain/Loss 12/14/2011

Market Value: $105000.00

Entered By: Auto Gain/Loss 12/14/2011

Final Bid Amount: $328175.82

Entered By: Auto Gain/Loss 12/14/2011

Lien Position: 1

Entered By: Auto Gain/Loss 12/14/2011

Sale Date: 12/20/2011

Entered By: Sarah Jane Beebe 12/18/2011 6:17:00 PM

Total Debt Amount: $328175.82

GLS2088

Entered By: Sarah Jane Besabe 12/18/2011 6:17:00 PM

FC and REO Vesting: U.S. Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset Backed Certificates, Series 2005-AC8

Entered By: Sarah Jane Besabe 12/18/2011 6:17:00 PM

Payoff Breakdown:

Entered By: Sarah Jane Besabe 12/18/2011 6:17:00 PM

Comments: THIS IS A TOTAL DEBT BID $328,175.82 PLEASE ADD YOUR FEES AND COSTS. BID VALID THROUGH 12/20/2011. Foreclosure was referred prior to 11/01/10.Please ensure any required Document Certification or Post Judgment Review has been completed. For questions, please contact your Liaison.

Entered By: Sarah Jane Besabe 12/18/2011 6:17:00 PM

Foreclosure Sale Bidding Instructions

CLIENT	PennyMac	CLIENT LOAN NUMBER	[redacted]
BORROWER NAME	FRANK D SCINTA	ATTORNEY	MCCARTHY & HOLTHUS
PROPERTY ADDRESS	9600 BROOKS LK AVE LAS VEGAS NV 89148		
LOAN TYPE	CONV. RES	INSURER	%
INVESTOR NAME	PENNYMAC CORP	INVESTOR CODE	Q31 001
INVESTOR LOAN NO.	[redacted]	OCCUPANCY STAT.	OCCUPIED
TOTAL DEBT	$ 164,824.53	MARKET VALUE	$ -

Sale Date 01/12/12

TOTAL DEBT BREAKDOWN

SYSTEM TOTALS		ADDITIONAL ADVANCES	
PRINCIPAL BALANCE	$ 139,978.42	PENDING HAZ DISB	
INTEREST TO 1/12/2012	$ 18,826.68	PENDING TAX DISB	
MIP/PMI PREMIUM		PENDING MIP DISB	
ESCROW ADVANCE	$ 3,236.15	PENDING LT CHARGE	$ -
ESCROW BALANCE		APPRAISAL/BPO	$ 125.00
SUSPENSE BALANCE		PROPERTY PRES.	
HUD BALANCE		PROPERTY INSP.	
REPLACEMENT RESERVE			
RESTRICTED ESCROW		**TOTAL DEBT**	$ 164,824.53
TOTAL-FEES			
ACCUM LATE CHARGES	$ 1,074.00		
ACCUM NSF CHARGES			
OTHER FEES DUE			
CORP ADVANCE BALANCE	$ 1,584.28		

IF TRANSFER OF TAXES OR SHERIFFS COST APPLY, PLEASE BEGIN BIDDING AT THE MINIMUM ALLOWABLE AMOUNT INCREASING INCREMENTALLY AS ALLOWED BY YOU STATE, NOT TO EXCEED THE MAXIMUM BID AMOUNT PROVIDED BELOW.

Please bid total debt in the amount of $164,824.53. Add fees and costs.

Please foreclose in the name of:

PENNYMAC CORP

SHOULD THE STATE ALLOWABLE BID AMOUNT BE LESS THAN THE MAX BID AMOUNT PROVIDED ABOVE, PLEASE CONTACT OUR OFFICE IMMEDIATELY FOR INSTRUCTIONS ON HOW TO PROCEED.

PLEASE NOTE: SALES RESULTS MUST BE PROVIDED VIA NEWTRAK WITHIN 24 HOURS OF THE SALE SO AS TO AVOID ANY POTENTIAL LATE NOTIFICATION PENALTIES.

QLS1543

Foreclosure Sale Bidding Instructions

CLIENT	PennyMac	CLIENT LOAN NUMBER	[redacted]
BORROWER NAME	FRANK D SCINTA	ATTORNEY	MCCARTHY & HOLTHUS
PROPERTY ADDRESS	9860 BROOKS LK AVE LAS VEGAS NV 89148		
LOAN TYPE	CONV. RES	INSURER	%
INVESTOR NAME	PENNYMAC CORP	INVESTOR CODE	Q31 001
INVESTOR LOAN NO.	[redacted]	OCCUPANCY STAT.	OCCUPIED
TOTAL DEBT	$ 164,912.29	MARKET VALUE	$ -

Sale Date 01/19/12

TOTAL DEBT BREAKDOWN

SYSTEM TOTALS

PRINCIPAL BALANCE		$ 139,978.42
INTEREST TO	1/19/2012	$ 18,852.08
MIP/PMI PREMIUM		
ESCROW ADVANCE		$ 3,236.15
ESCROW BALANCE		
SUSPENSE BALANCE		
HUD BALANCE		
REPLACEMENT RESERVE		
RESTRICTED ESCROW		
TOTAL-FEES		
ACCUM LATE CHARGES		$ 1,074.04
ACCUM NSF CHARGES		
OTHER FEES DUE		
CORP ADVANCE BALANCE		$ 1,584.28

ADDITIONAL ADVANCES

PENDING HAZ DISB	
PENDING TAX DISB	
PENDING MIP DISB	
PENDING LT CHARGE	$ 48.82
APPRAISAL/BPO	$ 125.00
PROPERTY PRES.	
PROPERTY INSP.	$ 13.50
TOTAL DEBT	$ 164,912.29

IF TRANSFER OF TAXES OR SHERIFFS COST APPLY, PLEASE BEGIN BIDDING AT THE MINIMUM ALLOWABLE AMOUNT INCREASING INCREMENTALLY AS ALLOWED BY YOU STATE, NOT TO EXCEED THE MAXIMUM BID AMOUNT PROVIDED BELOW.

Please bid the total debt amount of $164,912.29. Add fees and costs.

Please foreclose in the name of:

PENNYMAC CORP

SHOULD THE STATE ALLOWABLE BID AMOUNT BE LESS THAN THE MAX BID AMOUNT PROVIDED ABOVE, PLEASE CONTACT OUR OFFICE IMMEDIATELY FOR INSTRUCTIONS ON HOW TO PROCEED.

PLEASE NOTE: SALES RESULTS MUST BE PROVIDED VIA NEWTRAK WITHIN 24 HOURS OF THE SALE SO AS TO AVOID ANY POTENTIAL LATE NOTIFICATION PENALTIES.

QLS1556

Foreclosure Sale Bidding Instructions

CLIENT	PennyMac	CLIENT LOAN NUMBER	[redacted]
BORROWER NAME	FRANK D SCINTA	ATTORNEY	MCCARTHY & HOLTHUS
PROPERTY ADDRESS	9680 BROOKS LK AVE LAS VEGAS NV 89148		
LOAN TYPE	CONV. RES	INSURER	%
INVESTOR NAME	PENNYMAC CORP	INVESTOR CODE	Q31 001
INVESTOR LOAN NO.	[redacted]	OCCUPANCY STAT.	OCCUPIED
TOTAL DEBT	$ 165,267.99	MARKET VALUE	$ -

Sale Date 01/27/12

TOTAL DEBT BREAKDOWN

SYSTEM TOTALS

PRINCIPAL BALANCE		$ 139,978.42
INTEREST TO	1/27/2012	$ 19,207.78
MIP/PMI PREMIUM		
ESCROW ADVANCE		$ 3,236.15
ESCROW BALANCE		
SUSPENSE BALANCE		
HUD BALANCE		
REPLACEMENT RESERVE		
RESTRICTED ESCROW		
TOTAL-FEES		
ACCUM LATE CHARGES		$ 1,122.86
ACCUM NSF CHARGES		
OTHER FEES DUE		
CORP ADVANCE BALANCE		$ 1,584.28

ADDITIONAL ADVANCES

PENDING HAZ DISB	
PENDING TAX DISB	
PENDING MIP DISB	
PENDING LT CHARGE	$ -
APPRAISAL/BPO	$ 125.00
PROPERTY PRES.	
PROPERTY INSP.	$ 13.50
TOTAL DEBT	$ 165,267.99

IF TRANSFER OF TAXES OR SHERIFFS COST APPLY, PLEASE BEGIN BIDDING AT THE MINIMUM ALLOWABLE AMOUNT INCREASING INCREMENTALLY AS ALLOWED BY YOU STATE, NOT TO EXCEED THE MAXIMUM BID AMOUNT PROVIDED BELOW.

Please bid the total debt amount of $165,267.99. Add fees and costs.

Please foreclose in the name of:

PENNYMAC CORP

SHOULD THE STATE ALLOWABLE BID AMOUNT BE LESS THAN THE MAX BID AMOUNT PROVIDED ABOVE, PLEASE CONTACT OUR OFFICE IMMEDIATELY FOR INSTRUCTIONS ON HOW TO PROCEED.

PLEASE NOTE: SALES RESULTS MUST BE PROVIDED VIA NEWTRAK WITHIN 24 HOURS OF THE SALE SO AS TO AVOID ANY POTENTIAL LATE NOTIFICATION PENALTIES.

QL91571

Foreclosure Sale Bidding Instructions

CLIENT	PennyMac	CLIENT LOAN NUMBER	[redacted]
BORROWER NAME	FRANK D SCINTA	ATTORNEY	MCCARTHY & HOLTHUS
PROPERTY ADDRESS	9660 BROOKS LK AVE LAS VEGAS NV 89148		
LOAN TYPE	CONV. RES	INSURER	%
INVESTOR NAME	PENNYMAC CORP	INVESTOR CODE	Q10 001
INVESTOR LOAN NO.	[redacted]	OCCUPANCY STAT	UNKNOWN
TOTAL DEBT	$ 166,423.30	MARKET VALUE	$ 90,000.00

Sale Date 02/27/12

TOTAL DEBT BREAKDOWN

SYSTEM TOTALS

PRINCIPAL BALANCE		$ 139,978.42
INTEREST TO	2/27/2012	$ 19,980.58
MIP/PMI PREMIUM		
ESCROW ADVANCE		$ 3,236.15
ESCROW BALANCE		
SUSPENSE BALANCE		
HUD BALANCE		
REPLACEMENT RESERVE		
RESTRICTED ESCROW		
TOTAL-FEES		
ACCUM LATE CHARGES		$ 1,122.86
ACCUM NSF CHARGES		
OTHER FEES DUE		
CORP ADVANCE BALANCE		$ 1,597.78

ADDITIONAL ADVANCES

PENDING HAZ DISB	
PENDING TAX DISB	$ 320.19
PENDING MIP DISB	
PENDING LT CHARGE	$ 48.82
APPRAISAL/BPO	$ 125.00
PROPERTY PRES.	
PROPERTY INSP.	$ 13.50
TOTAL DEBT	$ 166,423.30

IF TRANSFER OF TAXES OR SHERIFFS COST APPLY, PLEASE BEGIN BIDDING AT THE MINIMUM ALLOWABLE AMOUNT INCREASING INCRIMENTALLY AS ALLOWED BY YOU STATE, NOT TO EXCEED THE MAXIMUM BID AMOUNT PROVIDED BELOW.

Please bid the specified amount of $90,000.00. Do not add fees and costs.

Please foreclose in the name of:
PENNYMAC CORP
SHOULD THE STATE ALLOWABLE BID AMOUNT BE LESS THAN THE MAX BID AMOUNT PROVIDED ABOVE, PLEASE CONTACT OUR OFFICE IMMEDIATELY FOR INSTRUCTIONS ON HOW TO PROCEED.

PLEASE NOTE: SALES RESULTS MUST BE PROVIDED VIA NEWTRAK WITHIN 24 HOURS OF THE SALE SO AS TO AVOID ANY POTENTIAL LATE NOTIFICATION PENALTIES.

QLS1607

[redacted]

Bid Information

Occupancy Status: Occupied

****
FORECLOSURE IN THE NAME OF:

COMMENTS

THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF STRUCTURED ASSET MORTGAGE INVESTMENTS II TRUST 2006-AR8 MORTGAGE PASS-THROUGH CERTIFICATE, SERIE S 2006-AR8

****

Please bid specified debt amount of $147,000.00 (min) but if competetive bidding please
continue bidding up to total debt amount of $345,238.11(max)

*Any bid received from Fannie Mae or Freddie Mac on a Fannie Mae or Freddie Mac loan
will supersede EMC's bid.
*Add all unpaid fees and costs that will be billed to EMC on all Range or Total Debt Bids.
*Do not add unpaid fees/costs to Specified Bids.

****
* SALE RESULTS NOTIFICATION MUST BE SENT THROUGH NEW TRAK *
* WITHIN 24 HOURS OF THE FORECLOSURE SALE *
****

Sales results should include the following information:
* The successful bidder at the sale and bid amount.
* Specify if the property has HOA/Condo. Please provide the name and number of the association
* Specify if there are any IRS liens. If so, specify the amount, the redemption date, the IRS address, the IRS amount, and the IRS reference number.

PAY4 [redacted] AS-OF 08/25/09 PAYOFF CALCULATION TOTALS 08/03/09 17:09:43
NAME S HJORTH CONTACT NAME SUSAN HJORTH

			---------- RATE CHANGES ----------		
PRINCIPAL BALANCE	313,399.92				
INTEREST 08/25/09	22,368.73	CALC	INT FROM	RATE	AMOUNT
PRO RATA MIP/PMI	181.13		06/01/08	7.12500	1,860.81
ESCROW ADVANCE	4,866.61		07/01/08	6.87500	1,795.52
ESCROW BALANCE	.00		08/01/08	6.75000	1,762.87
SUSPENSE BALANCE	.00		09/01/08	6.50000	1,697.58
HUD BALANCE	.00		10/01/08	6.25000	1,632.29
REPLACEMENT RESERVE	.00		11/01/08	6.12500	1,599.65
RESTRICTED ESCROW	.00		12/01/08	5.87500	1,534.35
TOTAL-FEES	60.00	W 1	01/01/09	5.62500	1,469.06
ACCUM LATE CHARGES	299.51		02/01/09	5.50000	1,436.42

QLS1053

ACCUM NSF CHARGES	.00	03/01/09	5.25000	1,371.12
OTHER FEES DUE	.00	04/01/09	5.12500	2,676.96
PENALTY INTEREST	.00	06/01/09	5.00000	1,305.83
FLAT/OTHER PENALTY FEE	.00	TOTAL INTEREST		22,368.73
CR LIFE/ORIG FEE RBATE	.00	TOTAL TO PAYOFF		345,238.11
RECOVERABLE BALANCE	4,062.21	NUMBER OF COPIES: 1		PRESS PF1 TO PRINT

QLS1054

Current Loan Number (F-N-CONV): [redacted] **siene** [redacted] **(MCCARTHY)**

Borrower: MARTINEZ, CAMILO & MARTINEZ,
Address: 3305 GREEN ICE AVENUE
NORTH LAS VEGAS, NV 89081

Servicer: Nationstar Mortgage, LLC (CTX)
Attorney File #: NV-08-199628-TD
LenStar #: [redacted]
Investor #: Unknown

File History Detail...

Back | Word Wrap: On

Sent: 4/29/2011 1:04:21 PM
From: miriam [redacted]
Read: 4/29/2011 1:04:21 PM
Read By: INFORMATION ONLY
Topic: Bid inst 4/29/11
Message: NV-08-199628-TD ; [redacted]

DO NOT GO TO SALE UNLESS TITLE IS CLEAR

Bid: 80% of payoff. If 3rd party bids, then bid total payoff plus fees and costs and please provide the contact information of 3rd party.

Payoff balance $332,879.74 (80% of the payoff is $266,303.79)

Payoff breakdown:

Unpaid Principal $279,450.90
Interest Due $46,136.91
Fees Billed $0.00
Late Charges $2,783.73
Deferred Late Charges $0.00
Corporate Advances $150.00
Escrow Advance $4,333.20
NSF Check Fees $25.00

(0.171875)
(0)

EXHIBIT "K"

QUALITY LOAN SERVICE CORP.
2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

7/14/2010

F_Current_Borrower_Names_Only
F_Whole_Property_Address

T.S.#: F_Trustee_Sale_Number Loan #: F_Servicer_Client_Loan_Number
Property Address: F_Whole_Property_Address

Dear F_Current_Borrower_Names_Only,

Enclosed herein please find a check in the amount of $__________ which represents the refund due to you from an overage paid on foreclosure fees and costs.

At this time our foreclosure file is closed and all future communication in regards to your loan should be done with your lender.

Thank you,
Quality Loan Service Corp.

____
Cynthia Mendez

QUALITY
LOAN SERVICE CORP.

2141 Fifth Avenue
San Diego, CA 92101
Telephone (619) 645-7711
Facsimile (619) 568-3574
www.QualityLoan.com

[Date]

Re: Trustee Sales Number [TS #]
Property address [property address]
Loan Number [loan number]

Dear [borrower name]:

We realize that you are having trouble making your mortgage payment and want you to know you are not alone and that there are options available to you.

It is the goal of Quality Loan Service and [Servicer name] to assist you by avoiding or minimizing the affect of this difficult time. As part of that commitment, our office performs a review of troubled files to indentify possible loss mitigation options.

Our review has determined that your property may qualify for a Deed in Lieu of Foreclosure. In summary, a Deed in Lieu of Foreclosure is a document wherein the lender agrees to pay you a certain sum of money in exchange for a deed transferring title from you to them. Among other benefits, this allows you to conclude the proceedings without the need for your lender to report a concluded "foreclosure" on your credit report.

Please feel free to contact our Home Retention Department at 619.645.7711 Ext. 1706 for more information.

The decision to enter into a Deed in Lieu of Foreclosure should not be taken lightly, and you will be required to vacate the property prior to completion. The Deed in Lieu will transfer title in your property back to your lender and you will no longer own the property. Because of the extreme consequences of this process we strongly encourage you to consult an attorney and your tax advisor regarding their independent assessment of the Deed in Lieu process.

If you do not know or cannot afford an attorney, you may seek assistance from one of many home counseling organizations specializing in this area. Several resources are available to you and may be found on the internet.

This correspondence is not an agreement by [servicer] to accept a Deed in Lieu or other document transferring title from you. It is merely an offer to consider acceptance of a Deed in Lieu of Foreclosure should you be interested and your property qualify.

If you are interested, and after seeking independent legal advice, either call our Home Retention Department at 619.645.7711 Ext. 1706 or execute the enclosed Deed in Lieu of Foreclosure and Estoppel Affidavit and return them to:

Home Retention Department
Quality Loan Service
2141 Fifth Avenue
San Diego, CA 92101

Once we receive your phone call or returned documents, at no cost to you, we will order a title report to confirm the condition of title as well as review the file for confirmation that all Deed in Lieu requirements are meet. Once all necessary documentation is in our office, we will advise you if the Deed in Lieu can be accepted or not. If acceptable, our office will record the necessary documentation and forward your check to you.

Even if your property does not quality for the Deed in Lieu, there may be other options suited to your unique situation, even **if you owe more than the current value of your home**. But before we can help we need to hear from you.

Again, we urge you to seek independent legal and tax advice on this offer. Should you have questions, and even if you have been in contact with us or your lender in the past regarding your property, we ask that you contact us again.

This offer is time sensitive and usually must be completed within 30 days of this letter.-CALL US NOW 619.645.7711 Ext. 1706!

Very truly yours,

Quality Loan Service, Corp

QUALITY
LOAN SERVICE CORP.

2141 Fifth Avenue
San Diego, CA 92101
Telephone (619) 645-7711
Facsimile (619) 568-3574
www.QualityLoan.com

October 14, 2016

F_Current_Borrower_Names_Only
F_Property_Address_Block

Re:	Borrowers:	F_Current_Borrower_Names_Only
	Loan No.:	F_Servicer_Client_Loan_Number
	Property Address:	F_Property_Line_Address
	File No.:	F_Trustee_Sale_Number

Dear Mr. and Mrs. F_Borrower_Last_Name:

We have been advised by **F_Servicer_Client_Name** that you wish to execute a Deed in Lieu of Foreclosure with reference to the above captioned loan. It will be necessary for the following documents to be executed and returned to this office **within 7 days** from the date of this letter. The Grant Deed-in-Lieu and Estoppel Affidavit must be notarized or we cannot record them.

- Grant Deed-in-Lieu: This must be signed and notarized where indicated.
- Estoppel Affidavit: This must be signed and notarized where indicated.
- Confidential Information Statement: This must be completed and signed

The execution of these documents does not constitute a Deed in Lieu of Foreclosure unless it is approved by **F_Servicer_Client_Name** and the title report comes back showing no Junior Liens. The subject property **must be vacated and free of personal property prior to recording the Deed.** If we do not receive the executed documents and the property is not vacated, we will have no alternative but to proceed with foreclosure. If you have any questions, please do not hesitate to contact me.

Sincerely,

Quality Loan Service Corp.
F_Trustee_User_Name

Recording requested by:
F_Trustee_Company_Address_Block

When recorded mail to:
F_Servicer_Client_Address_Block

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No.: F_Servicer_Client_Loan_Number

File No.: F_Trustee_Sale_Number

GRANT DEED IN LIEU OF FORECLOSURE

The Grantee Herein Is The Beneficiary

The Documentary Transfer Tax is **$0.00**

The amount of the unpaid debt, together with cost, was **F_Total_Payoff**

The consideration for the transfer was **F_Total_Payoff**

____

Declarant's Signature or Agent Determining Tax

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
F_Current_Trustor

HEREBY GRANTS TO: **F_Foreclosing_In_Name_Of** and to his/her successors and assigns the following described real property in the County of **F_Deed_of_Trust_County** State of **F_Deed_of_Trust_State** ,described as:

F_Full_Legal_Description_of_Property

Property is purported to be: **F_DOT_Line_Address**

This deed is an absolute conveyance, the grantor having sold said land to the grantee for a fair and adequate consideration; said consideration being that Lender agrees not to bring a personal action on the debt against the grantors as related to the obligations of the deed of trust existing on said property executed by **F_Current_Trustor**, as Trustor(s), **F_Deed_of_Trust_Original_Trustee**, as Trustee, and **F_Deed_of_Trust_Beneficiary**, the Beneficiary; which was recorded on **F_Deed_of_Trust_Recorded_Date**, as Instrument No. **F_Deed_of_Trust_Instrument_Number**, in Book **F_Deed_of_Trust_Book**, Page **F_Deed_of_Trust_Page**, in the Official Records of **F_Deed_of_Trust_County** County, **F_Deed_of_Trust_State**, and thereafter assigned to **F_Current_Beneficiary** by the assignment recorded on ____________________, as Instrument No. ____________, in the Official Records of **F_Property_County** County, **F_Property_ST**

Grantor declares that this conveyance is free and fairly made pursuant to conditions set forth in the Estoppel Affidavit recorded concurrently with this conveyance.

Dated:

By: ______________________________

F_Current_Borrower_Names_Only

State of ____________________)
County of ___________________) ss

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

WITNESS my hand and official seal.

____
Notary Public

ESTOPPEL AFFIDAVIT

STATE OF ____________________)
COUNTY OF __________________)

F_Current_Borrower_Names_Only, declare the following:

F_Current_Borrower_Names_Only are the same parties that executed and delivered the certain Grant Deed to **F_Foreclosing_In_Name_Of** , on the same date as this document, which conveyed the interest in real property commonly known as: **F_Property_Line_Address** and described as follows:

F_Full_Legal_Description_of_Property

The Grant Deed is an absolute conveyance of the title and is not intended as a mortgage, trust conveyance or security of any kind;

That as a condition precedent to recording the Grant Deed and this Affidavit, the Grantors have vacated the property and surrendered possession to the Grantee;

That the consideration for said Grant Deed is that the Lender agrees not to bring a personal action on the debt against the grantors as related to the obligations of the deed of trust existing on said property executed by **F_Current_Trustor** , as Trustors, **F_Deed_of_Trust_Original_Trustee**, as Trustee, and **F_Deed_of_Trust_Beneficiary**, the Beneficiary, which was recorded on **F_Deed_of_Trust_Recorded_Date**, as Instrument No. **F_Deed_of_Trust_Instrument_Number**, in Book **F_Deed_of_Trust_Book**, Page **F_Deed_of_Trust_Page**, in the Official Records of **F_Deed_of_Trust_County** County, **F_Deed_of_Trust_State**;

That Grantors believe that the consideration given is adequate for the real property so deeded in that the fair market value of the property is not in excess of the indebtedness of grantors as of the date hereof;

That the parties intend that the deed of trust or mortgage survive and not merge with the fee interest transferred by the Grant Deed;

That the Grantors were solvent at the time of making said Grant Deed;

This Affidavit is made for the benefit of the Grantee in said Grant Deed, **F_Foreclosing_In_Name_Of**, its successor and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property herein described and particularly for the benefit of the title insurer which insures the title to said property in reliance thereon;

That in the execution and delivery of said Grant Deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily, not under coercion or duress;

That the undersigned will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts set forth herein.

Dated:

Dated:

By: ______________________________

F_Current_Borrower_Names_Only

State of ______________________)
County of ____________________) ss

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

WITNESS my hand and official seal.

____
Notary Public

QUALITY
LOAN SERVICE CORP.

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

THIS OFFICE IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.

ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.
THE FOLLOWING LETTER IS A DISCUSSION OF ALTERNATIVES TO FORECLOSURE. IT IS OUR UNDERSTANDING THAT YOU ARE NOT CURRENTLY IN BANKRUPTCY. IF YOU ARE IN BANKRUPTCY, THEN PLEASE DISREGARD THIS LETTER IN ITS ENTIRETY AND HAVE YOUR ATTORNEY CONTACT OUR OFFICE AS SOON AS POSSIBLE.

F_Today's_Date

F_Current_Borrower_Names_Only
F_DOT_Address_Block

TS #: **F_Trustee_Sale_Number** Loan #: **F_Servicer_Client_Loan_Number**
Property Address: F_Property_Line_Address

Dear F_Current_Borrower_Names_Only:

As you are aware a Notice of Default has been recorded and foreclosure proceedings commenced against your property. We want you to be aware that there are options to foreclosure and that your lender wants to discuss a solution to your situation, **but we need you to call as soon as possible as time is running out.**

Below is a brief, general overview of some alternatives to foreclosure that may help you keep your home. While each situation is unique, and no guarantees are made, if you contact us we will explain each in more detail and discuss your circumstances in an attempt to find an alternative to the foreclosure.

Please call us at your first opportunity-we can't do anything until you open the lines of communication with you and we understand your current situation and know what you want to do-**PLEASE CALL US NOW!**

QLS.SECOND.SUPP.DISCLOSURE. 006017

WE WANT YOU TO BE ABLE TO KEEP YOUR HOME!

You may be eligible for certain opportunities that will help you stay in your home. You may have had an unexpected expense or a circumstance beyond your control that has forced you to miss some mortgage payments. F_Servicer_Client_Name has asked us to discuss your situation with you to determine what can be done to bring your loan current.

These alternatives are voluntary and could include:

- **Forbearance Plan:** An agreement to temporarily let you pay less than the full amount of your mortgage payment, or pay nothing at all, during the forbearance period. Your lender may consider forbearance when you can show that funds from a bonus, tax refund, or other source of future income will let you bring the mortgage current or qualify you for a repayment plan or loan modification at the end of the forbearance period.

- **Reinstatement of Your Loan:** You would pay the total amount past due in one lump sum by a specified date.

- **Repayment Plan:** An agreement that gives you a fixed amount of time to repay the amount you are behind by combining a portion of what is past due with your regular mortgage payment. At the end of the repayment period you will have gradually paid back the amount of your mortgage that was delinquent.

- **Modification:** This is a written agreement between you and the lender that permanently changes the terms of the loan that in some instances may make your payments more affordable. Common loan modifications include:
    1. **Adding missed payments to your existing loan balance**
    2. **Making an adjustable-rate mortgage into a fixed-rate mortgage**
    3. **Extending the number of years you have to pay to a longer term**

WHAT IF YOU CAN NO LONGER AFFORD TO KEEP YOUR HOME?

If you cannot or do not want to keep your home, your lender can work with you to avoid foreclosure. This can help reduce the negative effect on your credit reputation. There are several different ways this might occur depending on your financial circumstances:

- **Deed in Lieu of Foreclosure:** Under certain circumstances, you would voluntarily transfer ownership of your property to the lender in exchange for cancellation of your mortgage debt. In most cases, you must attempt to sell your home for its fair market value for at least 90 days. You would be given a specific period of time to relocate. This option may not be available to you if there are other liens or judgments on your home.

- **Short Payoff:** If you can sell your house but the sales proceeds are less than the total amount you owe on your mortgage, your lender may agree to a short payoff and write off the portion of your mortgage that exceeds the net proceeds from the sale.

- **Assumption of Your Loan:** This option permits a qualified buyer to take over your mortgage debt and pay the payments, even if the mortgage is non-assumable.

HOW DO YOU TAKE ADVANTAGE OF THESE ALTERNATIVES?

Simply complete the enclosed two-page financial form and return it via fax at *(619) 645-7716*, scan and email to homeretention@qualityloan.com or US Mail to:

Quality Loan Service Corp.
Attn: Home Retention Dept.
2141 5th Avenue
San Diego, CA 92101

Please note that the foreclosure action will continue whether or not the form is completed and returned. The foreclosure action will continue unless your lender determines that you are eligible for one of these alternatives and an agreement is signed.

You also have the right and should seek the advice of an attorney.

Time is of the essence; this information is necessary for us to determine what option is best suited to avoid the need to foreclose.

PLEASE CONTACT US NOW!!

We hope that you will complete the enclosed forms so that we can work with you to evaluate alternatives to the pending foreclosure of your property. If you have any questions please contact our Home Retention Department at (866) 645-7711 ext.1706 in order that we may assist you in keeping your home.

Sincerely,

Quality Loan Service Corp.

Hay alternativas para llevar acabo la ejecucion de hipoteca (foreclosure). Su prestador esta altamente interesado en discutir las opciones que le podra ayudar evitar la ejecucion de su hipoteca (foreclosure), pero necesita llamar a nuestra oficina inmediatamente para poder ayudarle con cualquier pregunta que tenga al respecto. Por favor llame a Quality Loan Service Corporation, el numero de telefono es (866) 645-7711. Tenemos personas que hablan espanol y capacitadas para brindarle ayuda con su prestamo.

QLS.SECOND.SUPP.DISCLOSURE 006019

QUALITY LOAN SERVICE CORP.

Financial Worksheet

Borrower Name:______________________ Loan Number:______________

Co-Borrower Name:____________________ T.S. Number: ______________

Borrower Information		
Home Telephone Number		Best time to call:
Work Phone Number		Best time to call:
Cellular Telephone Number		Best time to call:
Social Security Number (SSN)		
Co-Borrower Social Security #		
Current Address(if different from Property in Foreclosure):		
City:		
State:		
Zip Code:		

Borrower(s) Hardship
Please provide a brief description of hardship (Reason for delinquency) :

Borrower(s) Intention	
What is your intention?	☐ Keep Property ☐ Sell Property ☐ Indecisive

Borrower(s) Financial Information		
Income	Borrower	Co-Borrower
Unemployment		
Monthly Wages		
Other Wages		
Average Monthly Overtime		
Commissions		
Bonuses		
Rental Income		
Child Support		
Alimony		
SSI / Disability		
Other-Specify:		

Borrower(s) Financial Information: INCOME		
Income	Borrower	Co-Borrower
Unemployment		

Borrower(s) Financial Information: INCOME (continued)		
Monthly Wages		
Other Wages		
Average Monthly Overtime		
Commissions		
Bonuses		
Rental Income		
Child Support		
Alimony		
SSI / Disability		
Other-Specify:		

Borrower(s) Financial Information: EXPENSES		
Expenses	Borrower	Co-Borrower
Mortgage Payment 1		
Mortgage Payment 2		
Other Mortgages		
Liens		
Rent		
Property Taxes		
HOA Dues		
Child Care		
Child Support Paid Monthly		
Alimony Paid Monthly		
Automobile Payment #1		
Automobile Payment #2		
Auto Maintenance		
Home Repair / Maintenance		
Furniture		
Tuition / School Expenses		
Student Loan		
Personal Loan		
Credit Union		
Phone		
Water		
Sewer		
Gas and Electric		
Car Insurance / Gasoline		
Medical / Life Insurance		
Medical Expenses		
Credit Card #1		
Credit Card #2		
Credit Card #3		
Department Store #1		
Department Store #2		
Food		

Clothing / Shoes / Uniform		
Dry Cleaning		
Entertainment		
Vacations		
Church / Charity Contributions		
Gifts		

Other (Specify):

Borrower(s) Financial Information: Assets

Assets	Borrower	Co-Borrower
Home		
Savings		
Checking		
Stocks / Bonds		
IRA		
401K		
Boats or RVs		
Other Mortgages		
Other Real Estate (Non-Property)		

Other-Specify:

Authorization and Acknowledgement

I / We certify that the financial information stated above is true, accurate, and correct to the best of my knowledge. I / We understand and acknowledge that any action taken by the lender of my / our mortgage loan on my / our behalf will be made in strict reliance on the financial information provided. I / We understand that submission of this information in no way obligates my Mortgage Servicer, Investor, or Insurer to provide assistance to me / us. My / Our signatures below grant the holder of my / our mortgage the authority to obtain a credit report to verify the financial information provided to be accurate.

Submitted this ______day of ______________________20____.

Borrower Name (Print) Borrower Signature

Co-Borrower Name (Print) Co-Borrower Signature

Important Notice Regarding Alternatives to Foreclosure

THERE ARE ALTERNATIVES TO FORECLOSURE, BUT YOU MUST TAKE *IMMEDIATE* ACTION.

Hay alternativas para llevar acabo la ejecucion de hipoteca (foreclosure). Su prestador esta altamente interesado en discutir las opciones que le podra ayudar evitar la ejecucion de su hipoteca (foreclosure), pero necesita llamar a nuestra oficina inmediatamente para poder ayudarle con cualquier pregunta que tenga al respecto. Por favor llame a Quality Loan Service Corporation, el numero de telefono es (866) 645-7711. Tenemos personas que hablan espanol y capacitadas para brindarle ayuda con su prestamo.

Your lender is very interested in discussing options that may help you avoid foreclosure, **BUT YOU MUST TAKE IMMEDIATE ACTION AND CALL TODAY.** Your lender may require certain financial information and may require access to the property to determine the property's value prior to qualifying you for these programs.

If you would like information regarding the options available, please contact The Home Retention Department at (866) 645-7711 ext.1706 so we can put you in touch with your lender's Loss Mitigation Department.

If you would like to obtain an exact figure as to the amounts needed to cure the default or pay the loan in full, forward your request for reinstatement figures and/or payoff quotes to:

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
Fax (619) 645-7716

or call:

Payoff and Reinstatement Department - (866) 645-7711
Extension 3704

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their toll-free hotline at (800) 569-4287.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure. Be sure to notify Quality Loan Service or your lender in the event your property is listed or under contract for sale or the foreclosure may take place notwithstanding your expected sale.

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

QLS.SECOND.SUPP.DISCLOSURE. 008011

QUALITY
LOAN SERVICE CORP.

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

F_Current_Borrower_Names_Only
F_DOT_Address_Block

RE: F_Servicer_Client_Loan_Number
F_DOT_Line_Address

Dear Borrower(s):

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

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

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

QLS.SECOND.SUPP.DISCLOSURE. 005907

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

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

Sincerely,

F_Trustee_Name

QUALITY
LOAN SERVICE CORP.

F_Trustee_Street_1 • F_Trustee_City, F_Trustee_ST F_Trustee_Zip • F_Trustee_Phone_Number

F_Today's_Date

F_Servicer_Client_Address_Block

Loan #:	F_Servicer_Client_Loan_Number	**TS #:**	F_Trustee_Sale_Number
Investor #:	F_Investor_Loan_Number	**Insurer #:**	F_Insurer_Loan_Number
Trustor:	F_Current_Trustor	**Loan Type:**	F_Servicer_Client_Loan_Type

On F_Sold_Date our company conducted a trustee's sale in connection with the above referenced loan. This property was sold to a third party bidder, F_Third_Party_Sold_to, for the amount of F_Successful_Bid.

Therefore we are enclosing a check in the amount of $__________representing the sale proceeds on the loan. Our outstanding fees and costs are F_Total_Fees_and_Costs.

Thank you,
Quality Loan Service Corp.

____
F_Trustee_User_Name

QUALITY LOAN SERVICE CORP.

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

F_Today's_Date

F_Current_Borrower_Names_Only
F_DOT_Address_Block

TS #: **F_Trustee_Sale_Number** Loan #: **F_Servicer_Client_Loan_Number**
Property Address: F_DOT_Line_Address

Dear Borrower(s):

Enclosed herein please find the Forbearance Agreement per your request with F_Servicer_Client_Name. Please review the document carefully. You have until xx/xx/xxxx to provide Quality Loan Service Corporation, with the down payment of **$xx,xxx. Please make sure that the funds are made payable to F_Servicer_Client_Name.** We must receive the down payment via certified cashier's check. If we do not receive the funds, and the signed agreement back by **xx/xx/xxxx**, it will no longer be valid.

Beginning **xx/xx/xxxx** you must provide F_Servicer_Client_Name monthly payments per the attached Forbearance Plan, for a period of **xxxx**. These funds must be delivered to F_Servicer_Client_Name via certified cashier's check. Please make sure that you send your payments to the address for F_Servicer_Client_Name, listed on the Forbearance Agreement. Please be advised that late payments will be treated as a default on the Forbearance Agreement. **Per the Agreement, we may proceed with the foreclosure sale without any further notice to you.**

If you have any further questions please give me a call.

Thank you,

F_Trustee_User_Name

QLS.SECOND.SUPP.DISCLOSURE. 005882

Loan No.: F_Servicer_Client_Loan_Number
T.S. No.: F_Trustee_Sale_Number
Trustor: F_Current_Borrower_Names_Only
Date of Agreement: F_Today's_Date

FORBEARANCE AGREEMENT

This Forbearance Agreement (the "Agreement") is made and entered into by and between **F_Current_Borrower_Names_Only** (referred to herein as "Debtor(s)" or "You") and **F_Servicer_Client_Name** (referred to herein as "Creditor") (collectively referred to herein as "the Parties.")

RECITALS

A. Creditor is the current beneficiary of a Promissory Note dated F_Deed_of_Trust_Dated, in the principal amount of F_Deed_of_Trust_Amount ("Note"), secured by a Deed of Trust of same date recorded with the F_Property_County County Recorder's Office on F_Deed_of_Trust_Recorded_Date, bearing Instrument Number F_Deed_of_Trust_Instrument_Number, in Book F_Deed_of_Trust_Book, Page F_Deed_of_Trust_Page, ("Deed of Trust") upon real property generally described as:

F_DOT_Address_Block

and as is more particularly described in the Deed of Trust, ("subject real property").

B. Debtor(s) is/are the current Obligor(s) under the Note and are the Trustor(s) under the Deed of Trust, and are thereby obligated to make the payments to Creditor pursuant to the terms set forth in the Note and Deed of Trust.

C. It is undisputed that Debtor(s) has/have failed to maintain the regular payments due to Creditor under the Note and Deed of Trust and is/are in default of the Note and Deed of Trust as of the effective date of this Agreement. Said default is further evidenced by the Notice of Default recorded on behalf of Creditor, in the F_Property_County County Recorder's Office on F_NOD_Recorded_Date, bearing Instrument Number F_NOD_Instrument, in Book F_NOD_Book, Page F_NOD_Page.

D. It is undisputed that a Notice of Trustee's Sale of the subject property was properly recorded by Quality Loan Service Corporation, Trustee under the Deed of Trust, in the F_Property_County County Recorder's Office on F_NOS_Recorded_Date, bearing Instrument Number F_NOS_Instrument, in Book Book F_NOS_Book, Page F_NOS_Page.

E. **Debtor(s) acknowledge(s) receipt of the Notice of Default and Notice of Sale in the manner specifically provided by F_Deed_of_Trust_State law. Debtor(s) further acknowledge that the amount set forth in the recorded Notice of Default and Notice of Sale accurately sets forth the amount then due and owing by Debtor(s) under the Note and Deed of Trust.** Debtor(s) acknowledge(s) and do/does not dispute the amount(s) set forth below as being an accurate statement of Debtor(s) current delinquency on the effective date of this Agreement under the Note and Deed of Trust.

F_Reinstatement_Total_as_of_NOD_Dated

F. The Trustee's sale of the subject real property, originally scheduled pursuant to the Notice of Trustee's Sale, referenced above, was originally scheduled to take place on F_Sale_Date. However, this originally scheduled date was postponed, prior to the effective date of this Agreement on, ******FCL_COMMENTS_Enter number of sale postponements already made*** occasions in accordance with F_Deed_of_Trust_State law. **The Trustee's sale is currently scheduled to take place on F_Sale_Date_or_Postpone.**

G. Debtor(s) desire(s) to prevent the subject real property from being sold at the properly noticed and scheduled Trustee's sale that is currently scheduled as set forth above. Debtor(s) have requested that Creditor conditionally forbear from exercising their right to proceed with the property commenced foreclosure proceedings and noticed Trustee's sale and that this Agreement be entered into for this purpose.

_______ Initial
_______ Initial

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which Debtor(s) hereby acknowledge(s) to be true and correct and which are made a part of this Agreement, and the mutual covenants set forth herein, the Parties further agree as follows:

1. Validity of the Loan Documents: Except as set forth herein, the terms and conditions of the Loan Documents remain in full force and effect and the Deed of Trust shall continue to secure the Note.

2. The Effective Date of Agreement: This agreement shall become effective immediately upon the date of the last signature placed hereon (the "Effective Date"). This Agreement, however, is not valid or enforceable until signed and returned by Debtor(s) with the initial down payment on the date specified and in the manner requested in Section 3, entitled Payment Schedule, set forth below.

3. Amount, Timing, Delivery, Receipt, and Application of Payments

a. Initial Payment: On or before ***FCL COMMENTS Enter due date of down payment, Debtor(s) shall pay and deliver to Quality Loan Service Corporation, Trustee under the Deed of Trust "Certified Funds," (as defined below in subsection d), in the total amount of ***FCL COMMENTS Enter amount of down payment. This Initial Payment will be applied as partial payment by the Debtor(s) toward the satisfaction of the current delinquency owed by Debtor(s) as specifically set forth and referenced in Paragraph "E" of this Agreement above under Recitals.

This Initial Payment shall be made payable to F_Servicer_Client_Name , and delivered to:

F_Trustee_Company_Address_Block

b. Regular Monthly Payments: IN ADDITION TO MAKING THE INITIAL PAYMENT SET FORTH ABOVE, commencing ***ENTER DATE*** and continuing on the 1st day of each month thereafter, for a period of 2 months, Debtor(s) shall pay and deliver to Creditor "Certified Funds," (as are defined below in subsection d). THIS TERM MAY NOT REINSTATE THE DEFAULT.

ENTER DATE	***ENTER AMOUNT***
ENTER DATE	***ENTER AMOUNT***

The amount indicated above (***ENTER AMOUNT***) is the required Monthly Payments set forth in the preceding paragraph represents a payment by debtor that is to be applied to Debtor's obligation under the Deed of Trust. The Monthly Payments shall be made payable to Creditor and be timely delivered to Creditor at the following address:

F_Servicer_Client_Address_Block

Debtor acknowledges that the monthly payment of ***ENTER AMOUNT*** is less than debtor's total monthly obligation under the Note and Deed of Trust subject to the foreclosure proceedings referenced herein and that even by making the aforementioned payments Debtors will not cure the default. The intent of this payment is not to cure the default but rather to allow Debtor to make a good faith payment for a defined period of time while they attempt to completely cure the default.

Debtor initial: ________ ________

Debtors understand and acknowledge that upon the expiration of this agreement and having met all payment obligations hereunder, that unless they make a substantial additional payment in an amount determined by Creditor, they will still be in default under the terms of the Note and Deed of Trust. Debtors further acknowledge that at that time, pursuant to this agreement, Creditor has the right to continue with the current non-judicial foreclosure without any further notice or action on Creditor's part other than those obligations imposed by statutory requirement.

Debtor initial: ________ ________

_____ Initial
Initial

c. Receipt of Payment by Creditor: **Creditor must receive the Initial Payment and the Regular Monthly Payments on or before the above referenced date in order to satisfy this obligation.** Any late payment by Debtor(s), which means that the payment was not received by Creditor on or before the agreed upon date, is agreed to by the Parties to be a material breach of this Agreement.

d. Payment in the Form of Certified Funds: All Payments to be made by the Debtor(s) pursuant to the terms of this Agreement must be made by Debtor(s) in the form of "Certified Funds" and Creditor has no obligation to accept any other form of payment from Debtor(s). **"Certified Funds" include, and are specifically limited to, cashier's check and/or certified checks from a recognized bank or financial institution.** Creditor's acceptance of an uncertified form of payment from Debtor(s) does not waive Debtor's obligation to submit certified funds for all future payments. The Parties agree that failure by Debtor(s) to properly submit payment in the form of certified funds shall be considered a material breach of this Agreement. **Debtor(s) must identify on the "certified funds" submitted to Creditor the Debtor(s) name and loan number.** For your reference, Debtor(s) loan number is **F_Servicer_Client_Loan_Number.**

e. Material Breach: Debtor(s) failure to strictly perform pursuant to those terms set forth herein shall be considered a material breach of the Agreement. In the event that Debtor(s) commit a material breach of the Agreement, Debtor(s) waive all defenses to resumption of the foreclosure process, as described above, without further notice by Creditor.

4. Postponement/Continuance of Trustee's Sale: Creditor's postponement/continuance of the Trustee's sale date shall be conditional upon Debtor's full and timely performance of the terms required of them by the Note and Deed of Trust and the conditions set forth in paragraph 3 above. On condition that Debtor(s) have made all required payments as set forth herein, said Trustee's sale shall be regularly postponed/continued by Creditor to a future date. Creditor shall, at its sole option, determine the next scheduled Trustee's sale date, which shall be subsequent to Debtor(s) next payment due date. **In the event this Agreement is breached by Debtor(s) then the next scheduled Trustee's sale date will not be postponed/continued and the subject real property will be sold to the highest bidder at the properly scheduled Trustee's sale date.** Debtor(s) are aware that any postponement/continuance of the Trustee's sale date and the reason therefore shall only be noticed by Creditor by way of public declaration by the Trustee at the time and place last appointed for the Trustee's sale as is reflected in the recorded Notice of Trustee's Sale referenced above.

5. Reinstatement: The loan, which is the subject of this Agreement shall not be and is not considered reinstated until the total delinquency set forth herein in Paragraphs "D" in the Recitals is paid in full.

6. Continued Obligations: While your property is in foreclosure and during the term of this agreement, you still must pay and meet any and all other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments for taxes on the property, provide insurance on the property, or pay or meet any other obligation as required in the note and deed of trust or mortgage, you will be in material breach of this agreement and the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing, and require that you provide reliable written evidence that you paid all senior liens, property taxes, hazard insurance premiums and/or that you have paid or met any and all other obligations required by the note and deed of trust or mortgage. Failure to meet such a demand constitutes a material breach of this agreement and based upon such the beneficiary may proceed with the instant foreclosure without further notice.

☐ If this box is checked:
The loan subject to this agreement is believed to be junior in priority to one or more other mortgages or liens on your property. You are required to keep all senior liens current and in good standing while under this agreement. If at any time Creditor becomes aware of a default on any senior lien, Debtor(s) will be in material breach of this agreement and Creditor may proceed with the instant foreclosure. Debtor(s) waive all defenses to resumption of the foreclosure process, as described above, without further notice by Creditor.

7. General Release: In consideration of the mutual covenants herein contained and the further consideration described herein, Debtor(s) hereby fully releases and discharges the Creditor and the Trustee, and their respective officers, directors, subsidiaries, parent companies, affiliates, employees, representatives, assigns and successors from any and all actions, suits in law or in equity, litigation, claims, demands or damages, of whatsoever kind or nature, anticipated or unanticipated, known or unknown, as of the effective date of this Agreement or at any time prior to the effective date of this Agreement which Debtor(s) had or may have had by reason of any act, omission or occurrence in any manner relating to, concerning, or arising out of any act or omission by Creditor and Trustee, including their respective officers, directors,

_______ Initial

_______ Initial

subsidiaries, parent companies, affiliates, employees, representatives, assigns and successors. This release shall include but not be limited to any and all claims against the Creditor and/or Trustee that the sum owed under the underlying Promissory Note and Deed of Trust, as set forth in the Recitals at Paragraph "E" and "F" of this Agreement, is in error or to challenge the proper conduct and procedures related to the non-judicial foreclosure proceeding of the subject real property.

8. Release of Unknown Claims: Debtor(s) warrant and represent that they are aware that this general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the Debtor.

Debtor(s) acknowledge that Debtor(s) may hereafter discover facts in addition to or different from those which Debtor(s) now know or believe to be true with respect to this dispute and the subject matter of this agreement, or that Debtor(s) may hereafter come to have a different understanding of the law that may apply to their disputes or to this agreement, but Debtor(s) do each affirm that it is their intention to fully, finally, and forever settle and release any and all matters, disputes, and differences, known or unknown, suspected or unsuspected, which do not exist, may hereafter exist, or heretofore have existed between them and the Creditor or the Trustee.

9. Advice of Counsel: Debtor(s) understand that this Agreement is legally binding and that it affects Debtor(s) rights. Debtor(s) have obtained, or have had the opportunity to obtain, independent legal advice concerning the meaning and importance of this Agreement. In the event Debtor(s) elect not to seek any legal advice, this is done at Debtor(s) own risk and responsibility. Debtor(s) further represent and warrant that they are signing this Agreement voluntarily and with full understanding of its contents and meaning and without any coercion or duress by Creditor, even in light of the pending Trustee's non-judicial foreclosure sale.

____
Debtor's Initials

10. Your Representations and Warranties: As a material condition to Creditor's willingness to enter into this Agreement, Debtor(s) represent and warrant the following facts:

a. Debtor(s) represent and warrant that Debtor(s) are indebted to Creditor pursuant to the terms of the Note and Deed of Trust and this Agreement, that Debtor(s) Total Debt is accurately set forth in this Agreement, and that Debtor(s) have no claims, actions, causes of action, statute of limitations or other defenses, counterclaims, or setoffs of any kind which Debtor(s) can assert against Creditor in connection with the making, closing, administration, collection, or enforcement by Creditor of the Note and Deed of Trust, this Agreement, or any related agreement.

b. Debtor(s) represent and warrant that Debtor(s) have no intention to file any bankruptcy proceeding at any time after the Effective Date of this agreement and that Debtor(s) believe that the terms of this Agreement are sufficient to allow Debtor(s) to comply with Debtor(s) obligations under the Note and Deed of Trust as well as this Agreement. In the event that Debtor(s) are or become the subject of a bankruptcy proceeding, Debtor(s) consent to Creditor's acquisition of an Order for relief from any automatic stay that is or may be imposed by the filing of a bankruptcy petition and which would, otherwise, prevent Creditor from proceeding with foreclosure in the event Debtor(s) are in Default pursuant to the Note and Deed of Trust and/or this Agreement.

c. Debtor(s) represent and warrant that all statements Debtor(s) have made to Creditor, whether written or oral, all financial information and releases Debtor(s) have provided to Creditor regarding the Property, and all information provided pursuant to any initial agreement Debtor(s) may have signed with Creditor, remain valid and were true as of the date made and as of the Effective Date of this Agreement.

11. No Waiver: The acceptance of any or all of the foregoing payments by Creditor shall not be a waiver of Creditor's right to complete foreclosure upon the Note and Trust Deed and shall not operate to void, vacate or extinguish the Notice of Default and Election to Sell or the Notice of Trustee's Sale recorded by Creditor and referred to in the Recitals above in the event Debtor(s) should breach this Agreement. The Notice of Default and Election to Sell and the Notice of Trustee's Sale for the subject Property referred to in the Recitals above at Paragraphs "C" and "D" of this Agreement shall not be affected by this Agreement. Any waiver by Creditor of any breach or any provision of this Agreement or its failure to exercise any right or remedy under this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not in any way impair any of Creditor's rights or remedies.

12. No Novation: Debtor(s) expressly agree and understand that this Agreement is not a new loan from Creditor but rather a conditional forbearance of Creditor's right to exercise its rights under the Note and Deed of Trust. Neither Debtor(s) nor Creditor has any intention to extinguish or discharge the indebtedness or the liens evidenced by the Note and Deed of Trust.

13. No Adhesion Contract: **Debtor(s) expressly agree and understand that this Agreement is not a Contract of Adhesion.** Generally, a "Contract of adhesion" is a standardized contract which is prepared entirely by one party and which, due to disparity in bargaining between the drafter and second party, it must be accepted or rejected by the second party on a take it or leave it basis without the opportunity for bargaining, and under such conditions that the second party or adherer cannot obtain the desired product or service without acquiescing in the form of an agreement. Debtor(s) expressly agree that this Agreement has been formulated at the Debtor(s) request in an effort to postpone the Trustee's non-judicial foreclosure sale due to Debtor(s) delinquency, and that this Agreement is an attempt by Debtor(s) to eliminate their current breach and delinquency under the terms of the Note and Deed of Trust.

14. Termination This Agreement shall only terminate by operation of law upon Debtor's full reinstatement of the Note and Trust Deed or upon Debtor(s) complete satisfaction and performance as required in this Agreement. Upon Debtor(s) full reinstatement of the Note and Deed of Trust or upon complete satisfaction of the terms set forth in this Agreement Creditor shall cause the pending foreclosure and attendant Notice of Default and Notice of Trustee's Sale to be cancelled.

15. Attorney's Fees: If any party to this Agreement brings an action to enforce rights hereunder, the prevailing party in any such action shall be entitled to recover its costs and expenses, including reasonable attorney's fees incurred in connection with such lawsuit.

16. Integrated Agreement: This Agreement represents the sole and entire agreement among the Parties and supersedes all prior agreements, negotiations and discussions between the parties hereto and/or their respective counsel with respect to the subject matters covered hereby. Both Parties acknowledge that there has been no representation, warranties, promises, or conditions agreed to that are not set forth in this Agreement. **ANY AMENDMENT TO THIS AGREEMENT MUST BE IN WRITING**, must specifically refer to this Agreement, and must be signed by Debtor(s) and a duly authorized representative of the Creditor.

17. No Trial By Jury: By executing this Agreement, Debtor(s) irrevocably waive(s) all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement and any related agreements or documents or transactions contemplated in this Agreement.

18. Interpretation: This Agreement shall be construed as a whole in accordance with its fair meaning and under the laws of the State of F_Deed_of_Trust_State. The parties agree that the language of this Agreement shall not be construed for or against any particular party. No partial invalidity of the Agreement shall affect the remaining terms and conditions thereof.

19. Counterpart: It is agreed, by and between the Parties that the Agreement may be executed in counterpart in which case each such counterpart shall be effective as though it is an original and each such counterpart shall be deemed one and the same Agreement. The Agreement shall not become effective until executed by all parties.

20. Facsimile Signature Deemed Original: It is also agreed, by and between the Parties, that any signature signed in counterpart via facsimile shall be deemed an original signature.

Dated: ____________ ____________________
F_Current_Borrower_Names_Only

Dated: ____________ ____________________
F_Current_Borrower_Names_Only

Dated: ____________ ____________________
F_Service_Client_Name

_______ Initial

Initial

NOTICE
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

_______ Initial
Initial

F_Trustee_Name

F_Trustee_Street_1 • F_Trustee_City, F_Trustee_ST F_Trustee_Zip • F_Trustee_Phone_Number

F_Today's_Date F_Received_Via_Fax

F_Requested_Info_Block

Re : Trustor(s): F_Current_Borrower_Names_Only
Loan No: F_Servicer_Client_Loan_Number
Our File No: F_Trustee_Sale_Number
Property: F_Property_Street_1 F_Property_Street_2
F_Property_City, F_Property_ST F_Property_Zip
Loan Type: F_Servicer_Client_Loan_Type

NOTICE
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This correspondence is sent in conjunction with the processing of a non-judicial foreclosure. Your request does not stop the foreclosure proceedings from continuing. **Accordingly, it is your responsibility to determine if a Trustee's sale might be scheduled for a date earlier than the expiration date of these figures. Unless you obtain written acknowledgement that any scheduled sale will be postponed, the sale will be held as scheduled.**

F_Reinstatement_Sale_Date

You have requested reinstatement figures good through **F_Good_Through_Date.** Since the foreclosure fees and costs of this action and other amounts may increase daily, we have quoted the amount due as of today together with an estimated reinstatement amount good through the date requested.

The amount to reinstate the above referenced loan **as of the date of this letter only** is:
F_Reinstatement_Today

The amount to reinstate the above referenced loan as of **F_Good_Through_Date** is as follows:

Payments from F_First_Delinquent_Date :	F_Reinstatement_Total_Payments
Late Charges :	F_Total_Late_Charges
Advances :	F_Reinstatement_Total_Advances
Foreclosure Fees and Costs :	F_Foreclosure_Fees_And_Costs
F_Attorney_Fees_And_Costs_Label	F_Attorney_Fees_And_Costs
Total Amount Due	**F_Total_Reinstatement**

Please submit your **cashier's check**, payable to F_Trustee_Name, ***directly to this office***. Be advised that the amount is accurate only through the date cited herein and will increase thereafter. We reserve the right to update this reinstatement figure through the projected date as issuance of this reinstatement letter does not suspend the foreclosure action, or the payment of taxes, insurance or other miscellaneous expenses on your account You must contact this office to verify these figures have not changed.

If you do not contact us, and if you pay the estimated reinstatement amount, we will send any refund to you. Please complete the attached information form and return it with your reinstatement funds.

In the event you intend on transmitting funds electronically, you must obtain and comply with wiring instructions provided by our office. Our office has specific procedures and requirements for electronic transfer of funds in order to ensure receipt and proper application.

Thank you,

____
F_Trustee_User_Name
F_Trustee_User_Title
cc: F_Servicer_Client_Name

F_Servicer_Client_Loan_Number
F_Trustee_Sale_Number

Information Form

Please provide the information below and return it with your payoff funds.

Name: ____________________________
Daytime Phone: ________________ Evening Phone: ____________________
Address: ____

Name and address for return of any refund

___ Same as above
___ Other (please state below)

____
____

Wire Instructions

For information relating to your loan or the impending foreclosure proceedings, please call (866) 645-7711.

The below # for Cornerstone Bank is for bank use only.

Wire Instructions to Cornerstone Bank Account

Cornerstone Bank
529 Lincoln Avenue
York, NE 68467
(402) 363-7411*
***This number is for bank use only.**

For credit to Quality Loan Service — Escrow Account
#303958 ABA#104900349

It is the remitter's obligation to notify our office prior to forwarding wired funds; failure to notify our office will delay or make impossible the application of your reinstatement or payoff and may result in a sale taking place after your wire is sent. Any wires transmitted to our office within 5 days of any scheduled sale date are sent at the remitter's own risk and applicable to the obligation cannot be presumed. The wire must contain the trustee's sale number, loan number and beneficiary, sale date (if any), name and other pertinent information of the remitter and any other information necessary for identification of the obligation for which the wire is sent. It is the obligation of the remitter to confirm receipt of funds by our office and verify any scheduled action is stopped. Due to the nature of electronic banking, the electronic receipt of funds by our financial institution does not in and of itself constitute timely reinstatement or payoff. You must confirm our receipt and identification of electronic funds by our office before you assume the payment is received or accepted.

Please Note: A $35.00 Wire Processing fee will be charged for all incoming wires

****NOTICE****

When sending the wire please include TS# (reference number), loan number, and name of the borrower. If this information is not included we may be unable to identify which account to apply the funds to and could result in your wire being returned

QUALITY LOAN SERVICE CORP.

F_Trustee_Street_1 • F_Trustee_City, F_Trustee_ST F_Trustee_Zip • F_Trustee_Phone_Number

F_Today's_Date

F_Received_Via_Fax

F_Requested_Info_Block

Re	:	Trustor(s):	F_Current_Borrower_Names_Only
		Loan No:	F_Servicer_Client_Loan_Number
		Our File No:	F_Trustee_Sale_Number
		Property:	F_Property_Street_1 F_Property_Street_2 F_Property_City, F_Property_ST F_Property_Zip
		Loan Type:	**F_Servicer_Client_Loan_Type**

NOTICE
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This correspondence is sent in conjunction with the processing of a non-judicial foreclosure. Your request does not stop the foreclosure proceedings from continuing. **Accordingly, it is your responsibility to determine if a Trustee's sale might be scheduled for a date earlier than the expiration date of these figures. Unless you obtain written acknowledgement that any scheduled sale will be postponed, the sale will be held as scheduled.**

F_Payoff_Sale_Date

You have requested payoff figures good through **F_Good_Through_Date.** Since the foreclosure fees and costs of this action and other amounts may increase daily, we have quoted the amount due as of today together with an estimated payoff amount good through the date requested.

The amount to pay off the above referenced loan **as of the date of this letter only** is: F_Payoff_Today

The amount to pay off the above referenced loan as of **F_Good_Through_Date** is as follows:

Amount Due Beneficiary :	F_Total_Payoff_Due_Bene
Foreclosure Fees And Costs :	F_Foreclosure_Fees_And_Costs
F_Attorney_Fees_And_Costs_Label	F_Attorney_Fees_And_Costs
Total Due:	**F_Total_Payoff**

Please submit your **cashier's check**, payable to F_Trustee_Name, ***directly to this office***. Be advised that the amount is accurate only through the date cited herein and will increase thereafter. We reserve the right to update this payoff figure through the projected date as issuance of this payoff letter does not suspend the foreclosure action, or the payment of taxes, insurance or other miscellaneous expenses on your account You must contact this office to verify these figures have not changed.

If you do not contact us, and if you pay the estimated payoff amount, we will send you any refund to you. Please complete the attached information form and return it with your payoff funds.

In the event you intend on transmitting funds electronically, you must obtain and comply with wiring instructions provided by our office. Our office has specific procedures and requirements for electronic transfer of funds in order to ensure receipt and proper application.

Thank you,

____

F_Trustee_User_Name
F_Trustee_User_Title
cc: F_Servicer_Client_Name

F_Servicer_Client_Loan_Number
F_Trustee_Sale_Number

Information Form

Please provide the information below and return it with your payoff funds.

Name: ______________________________
Daytime Phone: ____________________ Evening Phone: ______________________
Address: ____

Name and address for return of any refund

____ Same as above
____ Other (please state below)

____
____

QUALITY
LOAN SERVICE CORP.

F_Trustee_Street_1 • F_Trustee_City, F_Trustee_ST F_Trustee_Zip • F_Trustee_Phone_Number

Wire Instructions

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The below # for Cornerstone is for bank use only.

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Cornerstone Bank
529 Lincoln Avenue
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For credit to Quality Loan Service – Escrow Account
#303958 ABA#104900349

It is the remitter's obligation to notify our office prior to forwarding wired funds; failure to notify our office will delay or make impossible the application of your reinstatement or payoff and may result in a sale taking place after your wire is sent. Any wires transmitted to our office within 5 days of any scheduled sale date are sent at the remitter's own risk and applicable to the obligation cannot be presumed. The wire must contain Quality Loan's account information at Cornerstone Bank that is listed above, the trustee's sale number, loan number and beneficiary, sale date (if any), name and other pertinent information of the remitter and any other information necessary for identification of the obligation for which the wire is sent. **It is the obligation of the remitter to confirm receipt of funds by our office and verify any scheduled action is stopped**. Due to the nature of electronic banking, the electronic receipt of funds by our financial institution does not in and of itself constitute timely reinstatement or payoff. You must confirm our receipt and identification of electronic funds by our office before you assume the payment is received or accepted.

Please Note: A $35.00 Wire Processing fee will be charged for all incoming wires

****NOTICE****

When sending the wire please include TS# (reference number), loan number, and name of the borrower. If this information is not included we may be unable to identify which account to apply the funds to and could result in your wire being returned.

QUALITY
LOAN SERVICE CORP.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

Wire Instructions

Wire Instructions to Cornerstone Bank Account

Cornerstone Bank
York, NE 68467

For credit to Quality Loan Service – Escrow Account
#303958 ABA#104900349

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Please Note: A $35.00 Wire Processing fee will be charged for all incoming wires

****NOTICE****

When sending the wire please include TS# (reference number), loan number, and name of the borrower. If this information is not included we may be unable to identify which account to apply the funds to and could result in your wire being returned.

(R)

F_Trustee_Company_Address_Block
(866) 645-7711

Date: **F_Today's_Date**

T.S. Number: **F_Trustee_Sale_Number**

DEBT VALIDATION NOTICE

1. This Debt Validation Notice pertains to the debt/loan secured by the Deed of Trust dated **F_Deed_of_Trust_Dated**, executed by **F_Current_Trustor**, as Trustor, in favor of **F_Deed_of_Trust_Beneficiary**, as beneficiary, which was recorded on **F_Deed_of_Trust_Recorded_Date**, as Instrument No. **F_Deed_of_Trust_Instrument_Number F_DOT_Recording_Book F_DOT_Recording_Page F_Deed_of_Trust_ReRecord_Block** in Official Records in the Office of the Recorder of **F_Deed_of_Trust_County** County, State of **F_Deed_of_Trust_State**.

   The debt/loan is currently owed to : **F_Foreclosing_In_Name_Of**

2. If you send us a request in writing at the above listed address within thirty (30) days from the date of your receipt of this notice we will provide you with the name and address of the original creditor/lender.

3. As of **F_Today's_Date** the total amount owed on this debt/loan is **F_Total_Payoff**. Please be advised that because of accruing interest, late charges, and other charges that may vary from day to day this amount will increase until the debt/loan has been fully paid. Therefore, please do not send us this sum without confirming with us what is currently owed. In order to determine what is owed to pay this debt/loan off in full please contact us at the address or phone number listed above.

4. You need not pay the entire amount listed in Paragraph 3 above to stop the pending foreclosure. As of **F_Today's_Date** the amount that would need to be paid to bring your loan current and to thereby stop the pending foreclosure is **F_Total_Reinstatement**. Please be advised that because of accruing interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Therefore, please do not send us this sum without confirming with us what is currently owed. In order to determine what is owed please contact us at the address or phone number listed above.

5. If you dispute this debt, or any portion of it, you must advise us in writing, at the address listed above, within thirty (30) days from date of your receipt of this notice. In that event, we will obtain and mail to you written verification of the debt. If no dispute to the debt, or any portion of it is not timely submitted we will assume that the debt is valid.

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

EXHIBIT “L”

Quality Loan Service Corp.

319 Elm Street, 2nd Floor • San Diego, CA 92101 • 619-645-7711

INVOICE

11/22/2006

Ocwen Loan Servicing, LLC
1575 Palm Beach Lakes
West Palm Beach, FL 33401

Loan No:	[redacted]	Invoice #:	16739
Borrower:	Patty Segura	Invoice Type:	Forbearance Plan or Other Suspended
Loan Type:	Conventional Residential	T.S. No:	NV-06-67845-SH
File Opened:	11/8/2006 1:13 PM		
1st Action:	11/13/2006	Unpaid Balance:	$238,498.87
Status:	Redemption Period	Property Address:	1801 Loch Lomond Way Las Vegas, NV 89102

Description of Current Fees and Costs	Amount
Statutory Mailings 10 Day [Quality Loan Service Corp.]	$155.09
	[SUBT: $155.09]
Rescission Recording [Fidelity National]	$20.00
NOD Recording [Fidelity National]	$15.00
	[SUBT: $35.00]
Sub Total of Costs	$190.09

Trustee Fee	$500.00
Sub Total of Fees	$500.00

Current Invoice Total Amount Due	$690.09

** REQUEST FOR PAYMENT **

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: Amy Vann

OL397

Quality Loan Service Corp.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

INVOICE

5/2/2007

Ocwen Loan Servicing, LLC
1575 Palm Beach Lakes
West Palm Beach, FL 33401

Loan No:	[redacted]	Invoice #:	27435
Borrower:	Patty Segura	Invoice Type:	Forbearance Plan or Other Suspended
Loan Type:	Conventional Residential	T.S. No:	NV-07-81324-SH
File Opened:	4/24/2007 12:59 PM		
1st Action:	4/25/2007	Unpaid Balance:	$236,185.72
Status:	Redemption Period	Property Address:	1801 Loch Lomond Way Las Vegas, NV 89102

Description of Current Fees and Costs	Amount
Rescission Recording [Fidelity National]	$20.00
NOD Recording [Fidelity National]	$15.00
Substitution Recording [Fidelity National]	$20.00
	[SUBT: $55.00]
Sub Total of Costs	$55.00

Trustee Fee	$500.00
Sub Total of Fees	$500.00

Current Invoice Total Amount Due	$555.00

**** REQUEST FOR PAYMENT ****

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: Jennifer Rios

QLS146

QUALITY
LOAN SERVICE CORP.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

INVOICE

12/18/2007

Ocwen Loan Servicing, LLC
1575 Palm Beach Lakes
West Palm Beach, FL 33401

Loan No:	[redacted]	Invoice #:	55557
Borrower:	Patty Segura	Invoice Type:	Current Services Rendered
Loan Type:	Conventional Residential	T.S. No:	NV-07-97001-SH
File Opened:	8/21/2007 9:34 AM		
1st Action:	8/22/2007	Unpaid Balance:	$238,027.48
Status:	Sale Period Bankruptcy Hold	Property Address:	1801 Loch Lomond Way Las Vegas, NV 89102

Description of Current Fees and Costs	Amount
Statutory Mailings 10 Day [Quality Loan Service Corp.] - 08/29/2007	$95.36
Statutory Mailings NOS [Quality Loan Service Corp.] - 11/26/2007	$95.36
	[SUBT: $190.72]
Publication [Priority Posting & Publishing] - 11/26/2007, 12/03/2007, 12/10/2007	$318.82
Posting of NOS [Priority Posting & Publishing] - 11/26/2007	$120.00
	[SUBT: $438.82]
NOD Recording [Fidelity National] - 08/22/2007	$40.00
Substitution Recording [Fidelity National] - 11/28/2007	$40.00
Notice of Sale [Fidelity National] - 11/28/2007	$16.00
	[SUBT: $96.00]
Sub Total of Costs	$725.54

Trustee Fee - 12/18/2007	$500.00
Sub Total of Fees	$500.00

Current Invoice Total Amount Due	$1,225.54

** REQUEST FOR PAYMENT **

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: Conie Legaspi

QLS307

QUALITY LOAN SERVICE CORP.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

INVOICE

8/22/2008

Ocwen Loan Servicing, LLC
1575 Palm Beach Lakes
West Palm Beach, FL 33401

Loan No:	[redacted]	Invoice #:	128575
Borrower:	Patty Segura	Invoice Type:	Final Bill BK Filed
Loan Type:	Conventional Residential	T.S. No:	NV-07-97001-SH
File Opened:	8/21/2007 9:34 AM		
1st Action:	8/22/2007	Unpaid Balance:	$238,027.48
Status:	Sale Period Bankruptcy Hold	Property Address:	1801 Loch Lomond Way Las Vegas, NV 89102

Description of Current Fees and Costs	Amount
Statutory Mailings NOS [Quality Loan Service Corp.] - 08/01/2008	$96.48
	[SUBT: $96.48]
Publication [Priority Posting & Publishing] - 08/01/2008, 08/08/2008, 08/15/2008	$373.33
Posting of NOS [Priority Posting & Publishing] - 08/01/2008	$120.00
	[SUBT: $493.33]
Notice of Sale [LPS Default Title & Closing] - 07/31/2008	$40.00
Rescission Recording [LPS Default Title & Closing] - Rescission Recording	$20.00
	[SUBT: $60.00]
Sub Total of Costs	$649.81

Sub Total of Fees	$0.00

Current Invoice Total Amount Due	$649.81

** REQUEST FOR PAYMENT **

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: Doris Suarez

QLS374

QUALITY LOAN SERVICE CORP.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

INVOICE

8/10/2009

Ocwen Loan Servicing, LLC
1575 Palm Beach Lakes
West Palm Beach, FL 33401

Loan No:	[redacted]	Invoice #:	273982
Borrower:	Patty Segura	Invoice Type:	Final Bill Sale Held
Loan Type:	Conventional Residential	T.S. No:	NV-07-97001-SH
File Opened:	8/21/2007 9:34 AM		
1st Action:	8/22/2007	Unpaid Balance:	$238,027.48
Status:	Sold to Beneficiary	Property Address:	1801 Loch Lomond Way Las Vegas, NV 89102

Description of Current Fees and Costs	Amount
Trustees Deed Recording [LPS Default Title & Closing]	$40.00
	[SUBT: $40.00]
Statutory Mailings NOS [Quality Loan Service Corp.] - 06/25/2009	$126.63
	[SUBT: $126.63]
Publication [LPS Agency Sales & Posting] - 06/25/2009, 07/02/2009, 07/09/2009	$435.00
	[SUBT: $435.00]
Notice of Sale [LPS Default Title & Closing] - 06/26/2009	$15.00
Document Transfer Tax [LPS Default Title & Closing]	$698.70
	[SUBT: $713.70]
Sub Total of Costs	$1,315.33

Sub Total of Fees	$0.00

Current Invoice Total Amount Due	$1,315.33

** REQUEST FOR PAYMENT **

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: Ana Delgadillo

QLS472

QUALITY LOAN SERVICE CORP.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

INVOICE

8/31/2009

Ocwen Loan Servicing, LLC
1575 Palm Beach Lakes
West Palm Beach, FL 33401

Loan No:	[redacted]	Invoice #:	283569
Borrower:	Patty Segura	Invoice Type:	Final Bill Sale Held
Loan Type:	Conventional Residential	T.S. No:	NV-07-97001-SH
File Opened:	8/21/2007 9:34 AM		
1st Action:	8/22/2007	Unpaid Balance:	$238,027.48
Status:	Closed	Property Address:	1801 Loch Lomond Way Las Vegas, NV 89102

Description of Current Fees and Costs	Amount
Posting of NOS [LPS Agency Sales & Posting] - 06/25/2009	$120.00
	[SUBT: $120.00]
Sub Total of Costs	$120.00

Sub Total of Fees	$0.00

Current Invoice Total Amount Due	$120.00

** REQUEST FOR PAYMENT **

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: Paul Khamsouk

QLS484

EXHIBIT "M"

QUALITY LOAN SERVICE CORP.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

INVOICE

5/3/2011

Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

Loan No:	[redacted]	Invoice #:	562241
Borrower:	CAMILO MARTINEZ, ANA L. MARTINEZ, JUAN M PEREZ RAMIREZ	Invoice Type:	Final Bill Sale Held
Loan Type:	Conventional Residential	T.S. No:	NV-08-199628-TD
File Opened:	9/12/2008 8:12 AM		
1st Action:	9/12/2008 12:00:00 PM	Unpaid Balance:	$279,450.90
Status:	Sold to Beneficiary	Property Address:	3305 GREEN ICE AVENUE NORTH LAS VEGAS, NV 89081

Description of Current Fees and Costs	Amount
Notice of Sale [First American] - 04/06/2011	$41.00
Document Transfer Tax [First American]	$1,359.15
TDUS Recording [First American]	$15.00
	[SUBT: $1,415.15]
Posting of NOS [LPS Agency Sales & Posting] - 04/05/2011	$120.00
Publication [LPS Agency Sales & Posting] - 04/05/2011, 04/12/2011, 04/19/2011	$470.00
	[SUBT: $590.00]
Statutory Mailings NOS [Quality Loan Service Corp.] - 04/05/2011	$119.50
	[SUBT: $119.50]
Sub Total of Costs	$2,124.65

Trustee Fee - 05/03/2011	$60.00
Sub Total of Fees	$60.00

Current Invoice Total Amount Due	$2,184.65

** REQUEST FOR PAYMENT **

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: L. Brown

QLS816

EXHIBIT "N"

QUALITY LOAN SERVICE CORP.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

INVOICE

3/10/2010

EMC Mortgage Corporation
2780 Lake Vista Drive
Lewisville, TX 75067

Loan No:	[redacted]	Invoice #:	377583
Borrower:	JEFFREY BENKO II, JEFFREY W BENKO II	Invoice Type:	Final Bill BK Filed
Loan Type:	Conventional Residential	T.S. No:	NV-09-281923-RM
File Opened:	5/13/2009 8:39 AM		
1st Action:	5/13/2009	Unpaid Balance:	$263,192.53
Status:	Redemption Period Bankruptcy Hold	Property Address:	8121 PURSUIT COURT LAS VEGAS, NV 89131

Description of Current Fees and Costs	Amount
Rescission Recording [LPS Default Title & Closing]	$15.00 [SUBT: $15.00]
Sub Total of Costs	$15.00

Sub Total of Fees	$0.00

Current Invoice Total Amount Due	$15.00

**** REQUEST FOR PAYMENT ****

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: Patrick Segawa

QLS1281

EXHIBIT "O"

QUALITY LOAN SERVICE CORP.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

INVOICE

2/29/2012

PennyMac Loan Services, LLC
6101 Condor Drive
Suite 200
Moorpark, CA 93021

Loan No:	[redacted]	Invoice #:	732291
Borrower:	FRANK SCINTA, JACQUELINE SCINTA	Invoice Type:	Final Bill Sale Held
Loan Type:	Conventional Residential	T.S. No:	NV-10-360187-RT
File Opened:	5/4/2010 2:20 PM		
1st Action:	5/5/2010	Unpaid Balance:	$139,978.42
Status:	Sold Third Party	Property Address:	9660 BROOKS LK AVE LAS VEGAS, NV 89148

Description of Current Fees and Costs	Amount
Notice of Sale [ServiceLink-Irvine] - 12/22/2011	$18.00
	[SUBT: $18.00]
Statutory Mailings NOS [Quality Loan Service Corp.] - 12/21/2011	$107.36
Statutory Mailings IRS [Quality Loan Service Corp.]	$5.30
	[SUBT: $112.66]
Publication [LPS Agency Sales & Posting] - 12/21/2011, 12/28/2011, 01/04/2012	$470.00
Posting of NOS [LPS Agency Sales & Posting] - 12/21/2011	$120.00
	[SUBT: $590.00]
Sub Total of Costs	$720.66

Trustee Fee - 02/29/2012	$300.00
Sub Total of Fees	$300.00

Current Invoice Total Amount Due	$1,020.66

** REQUEST FOR PAYMENT **

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: Jonathan Escobedo

QLS1624

EXHIBIT "P"

QUALITY LOAN SERVICE CORP.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

INVOICE

6/3/2009

EMC Mortgage Corporation
2780 Lake Vista Drive
Lewisville, TX 75067

Loan No:	[redacted]	Invoice #:	236287
Borrower:	SUSAN HJORTH	Invoice Type:	Final Bill BK Filed
Loan Type:	1	T.S. No:	NV-09-277551-RM
File Opened:	4/29/2009 9:16 AM		
1st Action:	4/30/2009	Unpaid Balance:	$313,399.92
Status:	Redemption Period Bankruptcy Hold	Property Address:	3559 DAY DAWN ST LAS VEGAS, NV 89147

Description of Current Fees and Costs	Amount
Statutory Mailings 10 Day [Quality Loan Service Corp.] - 05/07/2009	$66.33
	[SUBT: $66.33]
Trustee Sale Guarantee [LPS Default Title & Closing] - 04/30/2009	$1,025.44
NOD Recording [LPS Default Title & Closing] - 04/30/2009	$17.00
Substitution Recording [LPS Default Title & Closing] - 05/07/2009	$15.00
	[SUBT: $1,057.44]
Sub Total of Costs	$1,123.77

Trustee Fee - 04/29/2009	$450.00
Sub Total of Fees	$450.00

Current Invoice Total Amount Due	$1,573.77

**** REQUEST FOR PAYMENT ****

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: Roann Guiao

QLS980

QUALITY LOAN SERVICE CORP.

2141 5th Avenue • San Diego, CA 92101 • 619-645-7711

INVOICE

8/25/2009

EMC Mortgage Corporation
2780 Lake Vista Drive
Lewisville, TX 75067

Loan No:	[redacted]	Invoice #:	281108
Borrower:	SUSAN HJORTH	Invoice Type:	Final Bill Sale Held
Loan Type:	Conventional Residential	T.S. No:	NV-09-277551-RM
File Opened:	4/29/2009 9:16 AM		
1st Action:	4/30/2009	Unpaid Balance:	$313,399.92
Status:	Sold to Beneficiary	Property Address:	3559 DAY DAWN ST LAS VEGAS, NV 89147

Description of Current Fees and Costs	Amount
Document Transfer Tax [LPS Default Title & Closing - NV]	$754.80
	[SUBT: $754.80]
Trustees Deed Recording [LPS Default Title & Closing]	$40.00
	[SUBT: $40.00]
Notice of Sale [LPS Default Title & Closing] - 08/04/2009	$15.00
Compliance Affidavit Recording [LPS Default Title & Closing] - 08/04/2009	$25.00
	[SUBT: $40.00]
Posting of NOS [LPS Agency Sales & Posting] - 07/31/2009	$120.00
Publication [LPS Agency Sales & Posting] - 07/31/2009, 08/07/2009, 08/14/2009	$435.00
	[SUBT: $555.00]
Sub Total of Costs	$1,389.80

Trustee Fee - 04/29/2009	$150.00
Sub Total of Fees	$150.00

Current Invoice Total Amount Due	$1,539.80

**** REQUEST FOR PAYMENT ****

THE AMOUNT SHOWN IS DUE AND PAYABLE UPON RECEIPT.
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS.

Thank you for your business. We appreciate it and look forward to continuing our strong relationship.
If you have any questions please contact accounting at (619) 645-7711.

Generated By: Ana Delgadillo

QLS1069

EXHIBIT "Q"

QUALITY
LOAN SERVICE CORP.

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

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

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

Dear Borrower(s):

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

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

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

QLS728

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

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

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

Sincerely,

Quality Loan Service Corp.

QLS729

EXHIBIT "R"

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

Date: 5/21/2009

T.S. Number: NV-09-281923-RM
Loan Number: 0011892247

DEBT VALIDATION NOTICE

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

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

3. As of **5/13/2009** the total delinquency owed was **$8,649.87**, because of interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Before forwarding payment please contact the above at the address or phone number listed in order to receive the current amount owed.

4. As of **5/21/2009**, the amount required to pay the entire debt in full was the unpaid principal balance of **$263,192.53**, plus interest from **1/1/2009**, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full. For further information please write to the above listed address or call **619-645-7711**.

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

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

QLS1233

EXHIBIT "S"

FC305-r121208/AA7

EMC
Mortgage Corporation

[redacted]

[redacted]

EXHIBIT 9
WIT:
DATE:
All American Court Reporters

April 28, 2009 RE: LOAN NUMBER: 0017012022

Susan Hjorth
7424 Desertscape Ave
Las Vegas, NV 89178

PRIORITY CODE: 90565
PROPERTY: 3559 Day Dawn St
Las Vegas NV 89147

Dear Susan Hjorth :

This letter is to notify you that we have forwarded your account to an attorney/trustee to immediately initiate foreclosure proceedings. Once the foreclosure action has been initiated, attorney fees and costs will be added to the amount due.

Should you wish to reinstate or pay off your loan, or if you have questions regarding the foreclosure process, please contact the attorney/trustee handling the foreclosure at the following phone number:

QUALITY LOAN SERVICE CO
(619)645-7711

If full reinstatement is not possible, alternatives to foreclosure may be available to you. You may contact our Loss Mitigation Department at 1-800-723-3004 for further information. Please be advised that normal foreclosure action will continue while foreclosure alternatives are being discussed.

If this loan is not brought current, or if a foreclosure alternative is not agreed upon prior to the foreclosure sale date, you will be notified as to the date the property must be vacated. Therefore, a timely response is essential.

Sincerely,

EMC Mortgage Corporation

NOTICE: EMC is attempting to collect a debt and any information obtained will be used for that purpose.

800 State Highway 121 Bypass, Lewisville, Texas 75067
Mailing Address: P.O. Box 293150 Lewisville, Texas 75029-3150

EXHIBIT "T"

EXHIBIT 10
WIT: Owen
DATE: 10-20-16
All-American Court Reporters

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

Date: 5/7/2009

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

DEBT VALIDATION NOTICE

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

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

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

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

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

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

QL9928

EXHIBIT "U"

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

EXHIBIT 12
WIT: Owen
DATE: 12-2-16
All-American Court Reporting

Date: 9/19/2008

T.S. Number: NV-08-199628-TD
Loan Number: [redacted]

DEBT VALIDATION NOTICE

1. The enclosed document relates to a debt owed to:
   Nationstar Mortgage LLC

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

3. As of **9/12/2008** the total delinquency owed was **$10,346.15**, because of interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Before forwarding payment please contact the above at the address or phone number listed in order to receive the current amount owed.

4. As of **9/19/2008**, the amount required to pay the entire debt in full was the unpaid principal balance of **$279,450.90**, plus interest from **5/1/2008**, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full. For further information please write to the above listed address or call **619-645-7711**.

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

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

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EXHIBIT “V”