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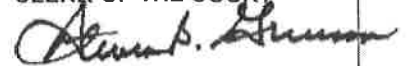
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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

JEFFREY BENKO, a Nevada resident;  
CAMILO MARTINEZ, a California  
resident; ANA MARTINEZ, a California  
resident; FRANK SCINTA, a Nevada  
resident; JACQUELINE SCINTA, a  
Nevada resident; SUSAN HJORTH, a  
Nevada resident; RAYMOND  
SANSOTA, a Ohio resident; FRANCINE  
SANSOTA, a Ohio resident; SANDRA  
KUHN, a Nevada resident; JESUS  
GOMEZ, a Nevada resident; SILVIA  
GOMEZ, a Nevada resident; DONNA  
HERRERA, a Nevada resident;  
ANTOINETTE GILL, a Nevada resident;  
JESSE HENNIGAN, a Nevada resident;  
KIM MOORE, a Nevada resident;  
THOMAS MOORE, a Nevada resident;  
SUSAN KALLEN, a Nevada resident;  
ROBERT MANDARICH, a Nevada  
resident, JAMES NICO, a Nevada resident  
and PATRICIA TAGLIAMONTE, a  
Nevada resident

Plaintiffs,

v.

CASE NO: A-11-649857-C

Dept. 19

**PLAINTIFFS' NOTICE OF  
APPEAL OF COURT'S ORDER OF  
JUNE 7, 2017**

**Jury Trial Demanded**

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

15 Defendants.

16 Notice is hereby given that Jeffrey Benko, Camilo Martinez, Ana Martinez,  
17 Frank Scinta, Jacqueline Scinta, Susan Hjorth, Raymond Sansota, Francine Sansota,  
18 Sandra Kuhn, Jesus Gomez, Silvia Gomez, Donna Herrera, Jesse Hennigan, Susan  
19 Kallen, Robert Mandarich, James Nico, Patricia Tagliamonte, and Bijan Laghaei,  
20 Plaintiffs herein, hereby appeal to the Supreme Court of Nevada from the Court's  
21 Order and final judgment dismissing this case as a matter of law, entered in this  
22 action on the seventh day of June, 2017.

23 DATED: July 5, 2017

24 LAW OFFICE OF NICHOLAS A. BOYLAN,  
25 APC

26 By: /s/ Nicholas A. Boylan  
27 Nicholas A. Boylan, Esq.  
28 Shawn Christopher, Esq.

Attorneys for Plaintiffs, except Antoinette Gill

**CERTIFICATE OF SERVICE**

Pursuant to NRCp 5(b), I certify that I am an employee of Law Office of Nicholas A. Boylan, APC, and that on July 5, 2017, I served a true and correct copy of the foregoing:

- **PLAINTIFFS' NOTICE OF APPEAL OF COURT'S ORDER OF JUNE 7, 2017**

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

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

1           Now, I would suggest to you and your Clerk, that  
2 agency principles come into play here. So if they're acting  
3 as the agent of the beneficiary, they have, in effect,  
4 violated the rule that they cannot be the beneficiary and they  
5 must be impartial.

6           The impartiality is in subsection (6). It's  
7 mandated under law under 107.028. The fact that they cannot  
8 be the beneficiary is mandated under subsection (2). If you  
9 look further into 107, all through it, they can issue the  
10 Notice of Breach, they can exercise the Power of Sale. They  
11 cannot do general default services, general collection  
12 services, they cannot collect monies -- I'm sorry.

13           (The Marshal adjusts microphone)

14           MR. BOYLAN: They cannot make payments. They cannot  
15 demand payments. They cannot request payment. That is not a  
16 neutral, impartial third party. All they do, in essence, is  
17 confirm that there's a default, issue the breach, allow the  
18 time tables to follow, and exercise the Power of Sale. They  
19 cannot even collect the money.

20           So, I think the Court's fundamental misperception  
21 here is, they're the equivalent of the owner. They're just  
22 acting -- they're just like the owner collecting money, and  
23 that's not true. That's --

24           THE COURT: Well --

25           MR. BOYLAN: -- just not true.

1 THE COURT: -- my perception here is, maybe the term  
2 that I'm using, because in this case, we had trustees, but  
3 they were exercising their rights under the Deed of Trust.

4 MR. BOYLAN: No. Let's look at the Deed of Trust.  
5 I brought that. Let's look at the Kallen Deed of Trust  
6 related to CRC. Looking through it, all the payments in here  
7 are to go to the lender. Payments are deemed received only  
8 when they come to the lender. All the words in here are to  
9 the lender.

10 And this is consistent, frankly, with the law. It's  
11 not consistent with what they do, or which their contracts  
12 with the lenders require them to do. But let's look at the  
13 Deed of Trust. Can you find in there -- because I haven't. I  
14 looked against last night. I looked at Kallen's -- if you can  
15 find in here anything that says the trustee can collect money  
16 or act on behalf of the agent of the lender, please show it to  
17 me, because I do not see it. And, in fact --

18 THE COURT: Yeah, but then how do you reconcile the  
19 cases we -- when you said you -- you know, you started out  
20 your statement about, you know, giving me the information with  
21 regards to Bruce v. Homefield, I understand that.

22 MR. BOYLAN: Well --

23 THE COURT: But -- but you seem to ignore the fact  
24 that they specifically indicate that by assigning the Deed of  
25 Trust to another individual does not constitute doing business

1 within the State of Nevada.

2 MR. BOYLAN: Respectfully, I don't --

3 THE COURT: Because it specifically fits with --  
4 under those receptions.

5 MR. BOYLAN: Sure. Respectfully, I don't think that  
6 has anything to do with what we're talking about in this  
7 courtroom today.

8 THE COURT: Well, it is --

9 MR. BOYLAN: I don't think it's even in the  
10 ballpark.

11 THE COURT: Okay.

12 MR. BOYLAN: Because if you look at 4(b) of the  
13 statute --

14 THE COURT: Um-hum.

15 MR. BOYLAN: -- it's very clear; that is not even  
16 allowed to be used as a defense in this case. It's in the  
17 statute. It's in 80.015. It's either (b)(4) or (4)(b), and  
18 all those trial court decisions, including the one you cite,  
19 don't even look at -- don't even read to the bottom of the  
20 statute.

21 We've also cited a Nevada Supreme Court decision  
22 which gives this Court guidance on what 80.015 is about. It's  
23 completely different. It just sets the rules for whether you  
24 have to register to do business. And there's certain things  
25 that out-of-state banks and stuff do that says you don't have

1 to register and go through that process. It has nothing to do  
2 with compliance with other laws. (4)(b) specifically says  
3 that it has nothing to do with compliance with any other laws.

4 So respectfully, Your Honor, if you follow that  
5 path, it's not even in the ballpark. It's not even a close  
6 question. And we have discussed that in detail in our briefs.

7 THE COURT: Well, is it your position though, or is  
8 it -- if I understand this correctly -- the only difference  
9 between the fact that an individual living in the State of  
10 Nevada or doing -- or whatever, conducting --

11 MR. BOYLAN: That has nothing to do with this.

12 THE COURT: -- their affairs, versus outside of the  
13 State of Nevada, that's the only claim you have. But there  
14 are -- they could be doing the exact same thing while they are  
15 in the State of Nevada, and you wouldn't have a claim at all.

16 MR. BOYLAN: Not true.

17 THE COURT: Okay.

18 MR. BOYLAN: Not true. Eighty point 80.05 (sic) has  
19 nothing to do with it. Again, you're mixing apples and  
20 oranges. If they're a domestic collection agent, then they  
21 have to get --

22 THE COURT: Okay. Well, that's different.

23 MR. BOYLAN: -- then they have to get --

24 THE COURT: But I'm talking about --

25 MR. BOYLAN: -- the collection agency --



1 THE COURT: -- exercising their rights --

2 MR. BOYLAN: -- license.

3 THE COURT: -- under the Deed of Trust. Exercising  
4 their rights to foreclose under the Deed of Trust, that's what  
5 we're talking about here.

6 MR. BOYLAN: Well, no --

7 THE COURT: And so --

8 MR. BOYLAN: -- and partly not really.

9 THE COURT: -- and there's nothing -- I -- I -- no  
10 one has shown --

11 MR. BOYLAN: We're not really.

12 THE COURT: -- what's that?

13 MR. BOYLAN: We're not really talking about that.  
14 And that's something I can't get the Court to see.

15 THE COURT: Okay.

16 MR. BOYLAN: If they -- if all they did was issue a  
17 Notice of Breach, and execute the Power of Sale, then they're  
18 within 107, if that's all they did. And then they're within  
19 the Court's comment.

20 THE COURT: Okay. So what you're saying is that  
21 they don't have a right to -- an individual who has a Deed of  
22 Trust doesn't have a right to enforce payment on that note, or  
23 Deed of Trust --

24 MR. BOYLAN: The lender has the right to collect  
25 payment, or it must hire a licensed collection agent. They

1 can't get all of these different services in one basket, and  
2 that's why the business model --

3 THE COURT: Well, see, the problem I'm having here,  
4 and where I -- is that, it seems to me that the plaintiffs  
5 want to put the Deed of Trust in a different area. A Deed of  
6 Trust by itself is a very protected right. That's what I'm  
7 talking -- that's why I started my comments with you, in  
8 regards to the recognition of it being an actual property  
9 right. It's not just the note. It's a property right.

10 And so, it's -- it's treated differently. It's  
11 treated differently where an individual that has that -- has  
12 that Deed of Trust, has rights to that piece of property, that  
13 Deed of Trust. So to exercise their rights under the Deed of  
14 Trust, to then require them to be licensed, I believe, puts an  
15 encumbrance, possibly even a constitutional violation it.

16 And I don't know if I'd go that far, but it --  
17 there's a possibility. And certainly, if it's a state action,  
18 it would be. There's no -- there's no doubt that there would  
19 be a constitutional protection there. But so --

20 MR. BOYLAN: Beneficial ownership.

21 THE COURT: -- so I'm looking at this differently.  
22 And I think you're trying to take it out of that. That's  
23 where I -- that's where I'm at. The Deed of Trust, I perceive  
24 that as something with a greater right than just a note to --  
25 for some type of -- where a collection agency, when you -- and

1 the reason I say that, is because when you look at 649, when  
2 649 addresses rights involving something remotely considered  
3 related to property, which would be the 116 issues by an HOA,  
4 that's the only area where they actually address that.

5 They don't talk about collecting payments involving  
6 mortgages, and enforcing Deeds of Trust in 649, which talks  
7 about a collection agency. What a definition of a collection  
8 agency is.

9 MR. BOYLAN: And let me give you a example of why  
10 that doesn't follow. First of all, 649, subsection (2), sets  
11 out the exclusions, Your Honor. The legislature has already  
12 made the decision. Banks are excluded. So the lenders could  
13 have done this. They could have done the collection work  
14 themselves. Attorneys are excluded, as long as they're not  
15 actually operating collection agencies, as well.

16 THE COURT: Yeah, but even the case you cited from  
17 Colorado specifically says attorneys can be, so, the case that  
18 you cited. So the -- it's kind of in opposition there.

19 MR. BOYLAN: No, no. Subsection (2) of 649 says --  
20 exempts out attorneys and banks. But it doesn't exempt out  
21 Trustees under a Deed of Trust who are engaging in conduct  
22 which falls within the definition of subsection (1).

23 Now, let's figure out; is the legislature completely  
24 retarded here? Should we assume that they don't know what  
25 they're doing, and they just forgot. They just forgot to put

1 trustees in there. They put banks, they put attorneys, but  
2 those -- those guys --

3 THE COURT: Well, no -- well, no. No --

4 MR. BOYLAN: -- now, let me give an example, if I  
5 may. Did you know that mortgage servicers have to be licensed  
6 and fall under the jurisdiction of the FID? Did you know  
7 that? Look at -- look at NRS 645F.063. Now, let's figure out  
8 how stupid the legislature is here. Look at 645F.063. It  
9 defines a mortgage servicer, just like collection agent is  
10 defined under 649. And it determines who must be licensed and  
11 follow the rules, and come under the jurisdiction as a  
12 mortgage servicer.

13 But isn't it interesting that the legislature --  
14 they must have been having a good day, because here at the  
15 very end they say, the term does not include a trustee under a  
16 Deed of Trust or the Trustee's authorized agent acting under a  
17 Power of Sale pursuant to a Deed of Trust.

18 So, the legislature must have had a really good day,  
19 and they all had their coffee when they issued that statute.  
20 But when they issued 649, and they exempted out banks and  
21 lawyers, they must have forgot. It must have been a bad day.  
22 I'm sorry to be sarcastic, but I view this as, frankly, pretty  
23 simple stuff.

24 And I view the appellate court decisions, many of  
25 which we've cited, granted, they're a little different because

1 they're under the FDA. I really -- since I graduated from law  
2 school, I rarely cite or discuss trial court decisions. I  
3 really do, particularly, when there's a body of appellate  
4 court decisions after that, that are in disagreement with it.  
5 So, that's where I have to leave that.

6 Here, we also have, in this record we have evidence,  
7 as I said, that they violated 107, so we could plead estoppel.  
8 I mean, I don't think -- when you violate 107 you can't claim  
9 any protection from it. When you act as an agent of a lender  
10 rather than an independent and impartial third party, you  
11 can't claim any, quote, "protection" from 107.

12 But we could also plead estoppel if that was  
13 necessary. The facts are already in the Third Amended  
14 Complaint. The word "estoppel" very well may not be.

15 The final thing that is important for this record,  
16 Your Honor, and has been -- it was convincing to Judge Scann,  
17 and it's been --

18 THE COURT: I don't -- you know, I -- well, go  
19 ahead. Make your record. I don't --

20 MR. BOYLAN: -- she -- they also had -- we've also  
21 alleged that they have admitted that they were collection  
22 agencies and they were acting to collect a debt. They've  
23 admitted that in writing, they've admitted it orally in pre-  
24 recorded statements, we've submitted written evidence where  
25 they admitted it in writing.

1           We've submitted evidence in the form of testimony  
2 from their officers that their lawyers determined that and  
3 instructed them to tell borrowers and admit that they were a  
4 debt collector seeking to collect a debt.

5           That's all in the pleading, it's all in the record,  
6 it's in the evidence. So that by itself is sufficient as --  
7 to use Judge Scann's words -- to create an issue of fact. So,  
8 frankly, I don't even think -- in fact, I'm certain, that on  
9 this record you couldn't even grant summary judgment.

10           THE COURT: Well, here's the issue with -- we talk  
11 about. Throughout this whole case, it's been interesting.  
12 When I go through it, the terms that are being used, I mean, I  
13 guess when you call a debt collector is somebody saying, yeah,  
14 I want you to pay what is owed to us, in the simplest terms,  
15 debt collector.

16           But there's a difference when you're talking about  
17 somebody exercising their rights pursuant to a Deed of Trust,  
18 even though they're still asking, and arguably in some of the  
19 cases you cited, that the term is still considered a debt.  
20 Yeah, there's a debt that's possibly owed because they're not  
21 paid -- they didn't pay their mortgage or -- but there's --  
22 when you're enforcing the rights under that, it could go  
23 either way, is that, yeah, I'll give you that opportunity to  
24 continue to pay towards this, or I'll foreclose on this.

25           So your position that you -- I mean, I guess it's

1 just the term that we use that --

2 MR. BOYLAN: Well, this has been --

3 THE COURT: -- is so -- but the problem is, is that  
4 every time you use that term, then in every regards, anybody  
5 asking for a debt that is owed would be -- would be subject to  
6 649, or subject to the Fair Debt Collection Act, and subject  
7 to the FID, in every time someone's asking for a debt to be  
8 paid.

9 MR. BOYLAN: Not true.

10 THE COURT: And I don't -- I know. I don't believe  
11 it is. And that's why I'm saying --

12 MR. BOYLAN: Well --

13 THE COURT: -- as the -- in this particular --

14 MR. BOYLAN: -- first of all --

15 THE COURT: -- case, there's an exception that's  
16 carved out, and I thought that that's what I was trying to  
17 explain. But I'm just telling you, that's my thought.

18 MR. BOYLAN: Right. Well, but the answer to that  
19 is, that if you're trying to collect the debt that's owed to  
20 you, meaning, if the banks were doing it --

21 THE COURT: Um-hum. I know, but then that's where I  
22 can't reconcile --

23 MR. BOYLAN: -- then --

24 THE COURT: -- on getting around -- I understand  
25 that you're not real comfortable with the Bruce v. Homefield

1 Financial case, because that one, they were assigning that  
2 Deed of Trust. And by just doing that, in the same argument  
3 that's being made here, was similar there, except for there's  
4 a difference. There was an assignment of the Deed of Trust  
5 and here we had trustees that were -- had possession of it  
6 themselves.

7 And even if there was an assignment under -- under  
8 the Bruce v. Homefield, they recognize that it is exception  
9 that it's not doing business in the State of Nevada that would  
10 be subject to being required to be licensed. And I can't -- I  
11 can't get around that.

12 MR. BOYLAN: Well, it's -- there's a difference.  
13 Eighty --

14 THE COURT: Okay.

15 MR. BOYLAN: -- talks about being registered to do  
16 business in the State.

17 THE COURT: Okay.

18 MR. BOYLAN: That is completely separate from being  
19 licensed to do collection work in the State.

20 THE COURT: Okay.

21 MR. BOYLAN: And those are apples and oranges. The  
22 Section 80.015 has nothing to do with this case. And if you  
23 look --

24 THE COURT: Okay. All right.

25 MR. BOYLAN: -- (4)(b) in the statute, have you



1 looked at that? Please look at (4)(b) in 80.015.

2 THE COURT: 015. I have it right in front of me.

3 MR. BOYLAN: It's either (b)(4) or (4)(b). Because  
4 that Judge in the case you cite didn't do it. And the Nevada  
5 Supreme Court has, and will, and has explained it. It has  
6 nothing to do with what's going on in this case. In fact,  
7 what's going on in this case is expressly excepted out. Do  
8 you have (4)(b) or (b)(4)?

9 THE COURT: Yeah, I have (4)(b). Yeah, I --

10 MR. BOYLAN: It can't even be used as the defense,  
11 because it's not relevant here.

12 THE COURT: What can't be used as a defense?

13 MR. BOYLAN: The --

14 THE COURT: The fact that they're not licensed?

15 MR. BOYLAN: -- 80.015. The fact that they're not  
16 registered to do business. The registration to do business is  
17 different from being licensed as a collection agency or being  
18 licensed as a mortgage servicer.

19 THE COURT: But then --

20 MR. BOYLAN: Or being licensed as a lawyer.

21 THE COURT: But it's not the same registration to do  
22 business. It's specifically saying activities that do not  
23 constitute doing business in the State of Nevada.

24 MR. BOYLAN: For purposes of having to register.

25 THE COURT: Well, then you -- okay, so then --

1 MR. BOYLAN: But it excepts out --

2 THE COURT: -- 86.548 --

3 MR. BOYLAN: -- at the bottom --

4 THE COURT: -- is the same, and the -- so in all  
5 those situations, the three different statutes that I cited in  
6 the three different areas that I cited, it's the position  
7 you're saying it's only has to do with registration?

8 MR. BOYLAN: Or the --

9 THE COURT: Register as a company doing business?

10 MR. BOYLAN: That's what 80.015 deals with, yes.

11 THE COURT: Okay. So I'll register as a company  
12 doing business --

13 MR. BOYLAN: Let me give you an example.

14 THE COURT: -- but I won't do anything additional?

15 MR. BOYLAN: Let me --

16 THE COURT: There's no other --

17 MR. BOYLAN: -- give you an extreme example.

18 THE COURT: Okay.

19 MR. BOYLAN: An extreme example. I apologize.

20 THE COURT: Okay.

21 MR. BOYLAN: Okay. Let's say you are a racketeer  
22 out of New York City.

23 THE COURT: Okay.

24 MR. BOYLAN: And you're doing hard money loans in  
25 Nevada. And you're doing hard money loans in Nevada, and you

1 want to collect on those loans. And you want to use some old  
2 fashioned muscle or you want to commit some crimes as a part  
3 of that --

4 THE COURT: So loan sharking?

5 MR. BOYLAN: Yeah.

6 THE COURT: Okay.

7 MR. BOYLAN: There's statutes against that.

8 THE COURT: Okay. Okay.

9 MR. BOYLAN: What you're reading of 80.015 would  
10 say, if they fall within 80.15 (sic) they're not doing  
11 business, so they're not subject to the loan sharking laws.  
12 They're not subject --

13 THE COURT: No --

14 MR. BOYLAN: -- to the collection laws --

15 THE COURT: -- I -- no, I --

16 MR. BOYLAN: -- they're not subject to the loan  
17 sharking laws.

18 THE COURT: -- would agree with the way that you  
19 read (4) here, though, when its talking about criminal  
20 proceedings, and other proceedings that have to do with it.

21 MR. BOYLAN: Doesn't it mention --

22 THE COURT: Your position --

23 MR. BOYLAN: -- 649 in there?

24 THE COURT: I know -- what's that?

25 MR. BOYLAN: I don't have it in front of me.

1 Doesn't it mention 649?

2 THE COURT: No.

3 MR. BOYLAN: Or 698?

4 THE COURT: No.

5 MR. BOYLAN: It mentions --

6 THE COURT: No.

7 MR. BOYLAN: -- the Deceptive Trade Practices --  
8 598?

9 THE COURT: 598.

10 MR. BOYLAN: Yeah, that's what this case is about --

11 THE COURT: Okay. Okay.

12 MR. BOYLAN: -- and it's expressly excepted in that  
13 statute.

14 THE COURT: Okay.

15 MR. BOYLAN: This case is about deceptive trade  
16 practice under that statute. It's expressly carved out of  
17 80.015. Thank you, Your Honor.

18 THE COURT: Okay. Thank you.

19 MR. SCARBOROUGH: Good morning, Your Honor. I'm  
20 Larry Scarborough for CRC. Again, minding the admonition, as  
21 you said, that you don't need to hear much from the defense  
22 side, I would like to say a couple of things.

23 THE COURT: I'm listening.

24 MR. SCARBOROUGH: One is, and importantly, I  
25 listened to the debate about Bruce v. Homefield, and the

1 recognition in this courtroom that it's a little farther  
2 afield from the core interrelationship between 107 and 649.  
3 So, in our briefing, as you saw, we underscored 107 and 649,  
4 and right to Your Honor's point -- I'll leave the  
5 characterization of the good days and the bad days of the  
6 Nevada Legislature aside. But we know in 107, that there are  
7 10 different types of people and entities that can serve as  
8 trustees, only one of which is a debt collector.

9 Others, like my client, CRC, if you look up a little  
10 higher in the statute, are licensed to do business in this  
11 State. And as Your Honor pointed out critically; in 649,  
12 which has to live alongside 107 and be harmonized with it, the  
13 legislature saw fit to carve out one tiny aspect of anything  
14 that could be called "foreclosure".

15 It has to do with that assessment lien, and when  
16 it's foreclosed by a community manager, and that's what's put  
17 in the bucket of debt collection, and on that basis, classic  
18 basic statutory construction, we couldn't agree more with the  
19 Court, that it means you don't necessarily have to be a debt  
20 collector or have multiple licenses to comply with 107.

21 And, I think that's really the main point of this.  
22 The sub-points under it are -- I have to respond, because Ms.  
23 Kallen is the only plaintiff that sued my client, CRC. Mr.  
24 Boylan talked about what's in the -- the Trust Deed. Just the  
25 reality of the situation for Ms. Kallen is, she never paid

1 anybody anything. So there wasn't -- it wasn't a question of  
2 whether the money went to CRC, the trustee, or to Chase, the  
3 lender. She's lived rent-free in her house since 2010, which  
4 is why we contend there couldn't possibly any injury to her  
5 from our doing one thing, and that's issuing the Notice of  
6 Default.

7 I want to say one other thing, and maybe this is  
8 pitched more appropriately -- it's not inappropriate here, but  
9 it might be more appropriate in the Nevada Supreme Court,  
10 which is this conflict that plaintiffs -- and Your Honor sees  
11 it quite clearly -- wants to set up between 107 and 649. Let  
12 me give you just one concrete example.

13 We know that 107, which isn't about two things. We  
14 can all read 107 to one another all day long. It's very  
15 specific in what the offices of the Trustee can, should, and  
16 must do. One of them is, issue that Notice of Default, it's  
17 got to be published, it's got to be put on the residence.

18 On the other hand, if the Financial Institutions  
19 Division gets to regulate alongside it, its got a whole host  
20 of provisions that say, you can't publish the fact that  
21 somebody is in default or a debt is owed, unless a number of  
22 conditions apply. It's an irreconcilable conflict. And we  
23 know from first principles of statutory instruction, that all  
24 courts, this Court, and the Court that will review this case,  
25 are supposed to read the statutes in harmony.

1           The legislature didn't do anything mysterious, they  
2 didn't do anything wrong. 107 deals with Trustees, 649 deals  
3 with debt collectors, and they make that point doubly plain  
4 when they carved out the one tiny exception for assessment  
5 liens by community managers.

6           The final point that I have this morning, uh two  
7 points. The mini-Miranda warnings. All these FDCPA cases  
8 from around the United States, here are some things we know  
9 about them. Not one of them deals with 107 or 649. This is a  
10 state law issue that this Court is asked to confront.

11           With respect to debt collection, the case that's  
12 ignored is the 9th Circuit case. That's the Ho case, which  
13 specifically holds that the use of the mini-Miranda warning  
14 does not convert a mortgage foreclosure trustee into a debt  
15 collector, period, full stop. That's our law. That's our  
16 law.

17           So, in summary, we did one other thing. Nobody here  
18 asked us, because we didn't know who the prevailing party  
19 would be, to submit a proposed form of order. I gather we'll  
20 probably get to that. But I was going to use, if I had to run  
21 through all the reasons that independently support dismissal  
22 or summary judgment in this case.

23           We prepared a demonstrative exhibit, or I'll call it  
24 a prop, for the Court's consideration, which does the  
25 following things. I'm going to offer to hand it up, and to

1 hand it to counsel, and we can talk about what the next steps  
2 are in the Court's mind.

3 But here's what it does. It tries to list  
4 everything that we think is pending in front of this Court,  
5 both today, and at the summary judgment hearings that are  
6 scheduled with respect to CRC next Tuesday, and with respect  
7 to QLS the following Tuesday, because I'm getting the  
8 impression the Court may want to put this up in a -- in a bow  
9 and resolve it here.

10 We've laid out all those motions. We have been as  
11 objective as we could in the, I'll concede, rather lengthy  
12 procedural history that brings us all together today. We have  
13 summarized the bases upon which we have moved, which the Court  
14 can either adopt as few, or as many as it wants.

15 And then we've suggested the kind of resolution that  
16 would dispose of things. And the reason we went to that  
17 trouble, and we were happy to do it, Your Honor, is this. I  
18 think from Mr. Boylan's perspective, but I would never purport  
19 to speak for him.

20 But from the defense's perspective, and I think the  
21 Court's perspective, what we all want to do is have a ruling,  
22 as you've just said yourself, Your Honor, that goes to the  
23 Supreme Court, that these issues get looked at and adjudicated  
24 on the merits.

25 And the one thing we don't want is to have some,



1 I'll call it, tidying detail of what the motions were and what  
2 had to be resolved, not be all packaged correctly so that it  
3 comes back down and we've got to do more procedural work to  
4 posture it to the Court.

5 That's why I prepared the demonstrative. I'd be  
6 happy to hand it up, or wait until you ask me to submit a  
7 proposed order. Totally up to you. Can I walk it up?

8 THE COURT: Yeah, that's fine.

9 MR. SCARBOROUGH: One for you and your law clerk.

10 MR. BOYLAN: I'll have a comment on that when you're  
11 ready, Your Honor.

12 MR. SCARBOROUGH: So from our perspective --

13 THE COURT: Sure.

14 MR. SCARBOROUGH: -- that's -- that's all we have.  
15 I imagine that we'll have some conversation about how we want  
16 to do --

17 THE COURT: Well --

18 MR. SCARBOROUGH: -- orders or perhaps Your Honor  
19 wishes to draft his own. We don't want to be presumptuous in  
20 that regard.

21 THE COURT: Well, the issue that I was -- that I'm  
22 looking at here is that -- is mainly the causes here that the  
23 plaintiff has undergone. And that's where I've started here,  
24 is talking about the -- basically, the requirements of a Deed  
25 of Trust regulatory system under NRS 107, that must possess a

1 collection agency license. I mean, that's the claim. And  
2 then by failure to possess that, that's the elicited practice on  
3 behalf of the -- of the defendants. That's the claims.

4 MR. SCARBOROUGH: We can absolutely tailor it to the  
5 commentary that you've made. Obviously, we need to cover  
6 unjust enrichment, and we've got that in there as well. But  
7 -- but we've got --

8 THE COURT: Well --

9 MR. SCARBOROUGH: -- we've got both claims.

10 THE COURT: Well, it seems to me that if the  
11 decision of the Court is that there's no requirement under  
12 107, or no requirement under 649, or any -- under these  
13 circumstances, because of the nature of the -- the  
14 proceedings, that would require a licensing, then it would  
15 carry forward that obviously a second -- there would be  
16 nothing to support that.

17 And so that's kind of when -- when I look at -- and  
18 I had an opportunity to go just, you know, look through 598  
19 with regards to the deceptive trade practices, your only claim  
20 of the deceptive trade practice is the fact that they didn't  
21 have a license. And they -- they acted without having a  
22 license.

23 So that -- that whole issue, if that's resolved  
24 here, would resolve this whole case. And so when I see -- I  
25 don't know, maybe -- maybe the defense is a little concerned

1 about the Court being that narrow, because when I look at your  
2 order, you talk specifically further when you're actually  
3 describing the position that you have with respect to no  
4 injury, that type of thing, is that it's -- you know, in the  
5 words of plaintiffs' counsel here, is in some regards, it is  
6 pretty simple.

7 If I agreed with you, that there needed to be a  
8 license, then yes, that's -- we go forward with it. If I  
9 don't agree with you then -- then we don't go forward.

10 MR. SCARBOROUGH: And that's a fair statement.

11 THE COURT: And it has -- it has nothing to do with  
12 anything further about any other actions, because it's simple.  
13 The claim is, you needed a license, you didn't have a license,  
14 and the not having a license is the elicited action.

15 MR. SCARBOROUGH: But let me -- if I still --

16 THE COURT: Okay.

17 MR. SCARBOROUGH: -- have the podium, I believe, if  
18 I may just address the Court --

19 THE COURT: Okay.

20 MR. SCARBOROUGH: -- on this. The purpose of the  
21 order was to cover the waterfront of the arguments. We  
22 make --

23 THE COURT: Okay.

24 MR. SCARBOROUGH: -- no -- no -- we didn't know  
25 where the Court was going to come out and state its -- its

1 decision-making.

2 THE COURT: Okay.

3 MR. SCARBOROUGH: A lot of what we were doing was  
4 trying to pull together all the various motions and things so  
5 we could keep track of the paperwork --

6 THE COURT: Okay.

7 MR. SCARBOROUGH: -- hopefully for everyone's  
8 benefit. If -- we would be more than -- than desirous of  
9 going back and tailoring the order to what --

10 THE COURT: Okay.

11 MR. SCARBOROUGH: -- Your Honor has clearly and  
12 definitively said this morning, and submitting a proposed  
13 form, and having the form signed off on by plaintiffs' counsel  
14 and off we go.

15 THE COURT: Okay.

16 MR. BOYLAN: Your Honor, respectfully to my  
17 colleague, this writing is simply meant to pervert the record  
18 for the Supreme Court.

19 THE COURT: No, no, I -- no, I -- I don't --

20 MR. BOYLAN: This is not your reasoning --

21 THE COURT: -- necessarily disagree with you.

22 MR. BOYLAN: -- this is not your ruling, this is a  
23 setup --

24 THE COURT: I know. I --

25 MR. BOYLAN: -- and we object to it.

1           THE COURT: -- you know, I -- I don't necessarily  
2 disagree with you. I haven't read through it completely, but  
3 the reason I've raised the issue is that I think that it's  
4 simpler than this.

5           MR. SCARBOROUGH: Let me just go back to saying what  
6 I said --

7           MR. BOYLAN: Do I still have the podium --

8           MR. SCARBOROUGH: -- I said (inaudible) --

9           THE COURT: Okay.

10          MR. SCARBOROUGH: -- I said (inaudible) --

11          MR. BOYLAN: -- because --

12          MR. SCARBOROUGH: -- (inaudible) --

13          MR. BOYLAN: -- I'm not finished.

14          THE COURT RECORDER: One at a time.

15          THE COURT: Hold on, guys.

16          MR. SCARBOROUGH: I said it was a demonstrative  
17 exhibit, Your Honor --

18          MR. BOYLAN: Yeah, it's -- it's --

19          MR. SCARBOROUGH: -- and I have no -- no --

20          THE COURT: Okay.

21          MR. BOYLAN: -- demonstrative.

22          MR. SCARBOROUGH: -- no desire for this to --

23          THE COURT: Well, I --

24          MR. SCARBOROUGH: -- count for any legal reason  
25 other than whatever assistance it might provide the Court.

1 THE COURT: All right. Well, the --

2 MR. BOYLAN: I would suggest, Your Honor --

3 THE COURT: -- is it --

4 MR. BOYLAN: -- your ruling is spread across the  
5 transcript. You could issue an order simply granting the  
6 motion and dismissing the case.

7 THE COURT: Well, I --

8 MR. BOYLAN: I would object to any order submitted  
9 by these defendants that is designed to pervert your ruling  
10 and set up a false record for the appeal, Your Honor.

11 THE COURT: Okay. I understand. Here's what I am  
12 -- I think I may -- did you want -- is there anyone who wants  
13 to make any further record? There's a group of you here. If  
14 you want to, you have that opportunity now.

15 MR. SCARBOROUGH: I think we all heard this Court --

16 THE COURT: Okay.

17 MR. SCARBOROUGH: -- loud and clear and can tailor  
18 your --

19 THE COURT: Okay.

20 MR. SCARBOROUGH: -- tailor an order --

21 THE COURT: You know, I --

22 MR. SCARBOROUGH: -- precisely toward it.

23 THE COURT: -- I -- just so you know, I'm not taking  
24 this lightly. This is a -- I --

25 MR. BOYLAN: It's a tough one.

1           THE COURT: And -- and to be all -- really honest  
2 with you, the position that I'm taking is that I want somebody  
3 to do something beyond me. I'm in a position, I need to make  
4 a decision. And I've -- as a litigant, I was always upset  
5 with courts that didn't make a decision. I'm making a  
6 decision and let you guys back up and do what you need to do  
7 beyond it. That's -- and the decision I'm -- you know, one of  
8 you is going to be happy, and the other side's not going to be  
9 happy. I mean, that's just how it is.

10           I'm not -- but before I do this, I wanted to be -- I  
11 wanted or hoped that I was being a little bit judicious in  
12 looking through what was presented, and trying to read and get  
13 my understanding of the statutes, and talking about it, and  
14 that -- that's what I've done here today.

15           And I believe my decision is that, because of the  
16 two causes of action that's been presented by the -- the  
17 plaintiff in the Third Amended Complaint here, is that the  
18 crutch of it is, is that the defendants, according to the  
19 plaintiff, were required to be licensed in order -- as  
20 collection agencies in order to perform the acts in which they  
21 did. They failed to do so.

22           Therefore, they violated the first cause of action.  
23 The second cause of action is that by exercising any kind of  
24 contact towards the enforcement, or however you want to use  
25 the term, collection of monies owed pursuant to the Deed of

1 Trust, is that that would have been the elicit behavior that  
2 would require the disgorge of the -- pursuant to the -- the  
3 federal -- I mean, the Fair Debt Collection Act.

4 So, I -- my decision here, based on what I have  
5 spoke about with regards to my reading of 107, in conjunction  
6 with 649, my reading of 80 -- NRS 80 -- NRS -- where's the --  
7 86 and 87A, and the clear understanding -- my clear  
8 understanding of Bruce v. Homefield, as well as the decision  
9 -- the Ninth Circuit decision in the Ho decision, is that I --  
10 I believe that there's no requirement, there's a specific  
11 exception carved out under these circumstances that would not  
12 require the parties to exercise their rights under the Deed of  
13 Trust that would require them to be licensed.

14 Therefore, as a matter of law, they would not be  
15 able to violate the causes of action claimed by the  
16 plaintiffs.

17 MR. SCARBOROUGH: Would you like us to embody that  
18 in a proposed form of order, Your Honor?

19 THE COURT: I would. I'm going to ask -- you know,  
20 would you -- would you feel more comfortable if you drafted  
21 the order or, I mean, it doesn't matter.

22 MR. BOYLAN: I -- I think --

23 THE COURT: If you want to, I -- or --

24 MR. BOYLAN: -- what we've had in this case, Your  
25 Honor, of -- for the entire year is, neither side agrees to



1 the others' orders so we end up submitting both.

2 THE COURT: Okay.

3 MR. BOYLAN: I think, frankly, the -- given the  
4 importance of this, the time and effort you've put in it --

5 THE COURT: Okay.

6 MR. BOYLAN: -- it's probably best if the Court  
7 draft it on this occasion.

8 MR. CERAN: Well, Your Honor --

9 THE COURT: I'm just going to have you submit  
10 competing orders. And I'll take a look at it and -- what --  
11 did you want to say something?

12 MR. CERAN: Yes, Your Honor. Allan Ceran,  
13 representing MTC Financial doing business as Trustee Corps.  
14 We have a pending summary judgment motion. And I think there  
15 was a cross motion -- we have a cross motion for summary  
16 judgment. The plaintiffs have a Motion for Partial Summary  
17 Judgment.

18 Would it be appropriate for me to also prepare a  
19 proposed order indicating -- because what I think the Court  
20 has done, in effect, is has granted our pending motion and,  
21 frankly, I'd rather be in that procedural posture in front of  
22 the Supreme Court. So, I would be happy to prepare a proposed  
23 order and judgment on our motion.

24 MR. BOYLAN: We would say that is wrong and object  
25 to that. What should occur -- the Court has granted the

1 Motion to Dismiss.

2 MR. CERAN: Dismiss.

3 MR. BOYLAN: Everything else should be vacated and  
4 taken off calendar. There is no adjudication.

5 THE COURT: No, you're -- I -- I think you're right.

6 MR. BOYLAN: There's been no hearing of any other  
7 motions.

8 MR. SCARBOROUGH: So just as a matter of  
9 housekeeping, we do have these two other summary judgment  
10 hearings coming up on the 9th and 16th. Should we consider  
11 those vacated just so we all know where we're supposed to be  
12 and what you want to hear?

13 THE COURT: Yeah. Yes.

14 MR. SCARBOROUGH: Okay.

15 THE COURT: I've, in effect, if it's not clear, have  
16 dismissed this matter as a matter of law, because of the  
17 claims. And so --

18 LAW CLERK: We're going to want to vacate Bonnie  
19 Bulla.

20 THE COURT: Yeah. And -- and because of that, I'm  
21 also going to be -- we'll need to vacate the future hearings  
22 before the Discovery Commissioner, as well. So --

23 MR. BOYLAN: Thank you, Your Honor. Thank you for  
24 your work. Obviously, you've spent a lot of time on it. I  
25 appreciate it very much.

1 MR. SCARBOROUGH: Thank you, very much, Your Honor,  
2 from the defense side.

3 THE COURT: Well, I am going to ask that you submit  
4 competing orders. I want to look at them and see what --  
5 and --

6 MR. SCARBOROUGH: Right. And Your Honor, just in  
7 accordance with the Local Rules?

8 THE COURT: Yeah.

9 MR. SCARBOROUGH: Okay.

10 (Proceeding concluded at 9:45 a.m.)

11 \* \* \* \* \*

12 ATTEST: I hereby certify that I have truly and correctly  
13 transcribed the audio/visual proceedings in the above-entitled  
14 case to the best of my ability.

15  
16 

17 \_\_\_\_\_  
18 JULIE LORD, INDEPENDENT TRANSCRIBER  
19  
20  
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23  
24  
25

NICHOLAS A. BOYLAN\*  
LIAM VAVASOUR\*\*

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May 23, 2017

**Via Odyssey File & Serve, E-mail and Hand Delivery**

The Honorable William Kephart  
Regional Justice Center, Dept. 19  
Eighth Judicial District Court  
200 Lewis Ave., 5th Floor  
Las Vegas, NV 89155

**Re: BENKO, et al. v. QUALITY LOAN SERVICE CORP., et al**  
**Case No.: A-11-649857-C**

Dear Judge Kephart:

With respect to the above-referenced matter, the parties have submitted competing proposed orders dismissing this case. Plaintiffs' proposed order was submitted on May 10, 2017; Defendants' competing proposed order (hereafter "Defense Order") was submitted on May 18, 2017. Plaintiffs must and hereby do object to the Defense Order.

The Defense Order contains a variety of improper defects that, if adopted by the Court, would misstate and effectively remanufacture the Court's ruling, and the Court's basis and reasoning for that ruling, for Defendants' convenience. Plaintiffs identify below an exemplary listing of some of the most important defects in the Defense Order, but Plaintiffs' list is not intended to be exhaustive.

1. Although ostensibly designed to serve as the Court's Judgment in this case, the Defense Order, in clear violation of NRCP 54(a), contains a lengthy recital of pleadings in this case and the record of prior proceedings in a. *See* NRCP 54(a) ["A judgment shall not contain a recital of pleadings, the report of a master, or the record of prior proceedings."][emphasis added]. Adoption of the Defense Order would require the Court to subsequently enter a separate judgment, compliant with NRCP 54(a), which would entail further unnecessary delays for all involved, or create confusion as to whether the Court's Order were one from which an appeal lies, further complicating appellate proceedings for the parties.

2. The Defense Order's lengthy recitals of pleadings and the record of prior proceedings are also wrong and misleading, insofar as the Defense Order omits, seemingly

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deliberately, important items and allegations in the pleadings. Rulings unfavorable to the Defendants here or other crucial rulings are also inexplicably omitted from the Defense Order's account of the partial procedural history here. For instance, although the Defense Order correctly states that Plaintiffs request compensatory and punitive damages, and attorney's fees, it inexplicably omits to mention that Plaintiffs also seek injunctive relief (and costs). Similarly, the Defense Order fails to reflect the fiercely contested motions regarding phasing of discovery in this case, the Court's ruling phasing discovery, the numerous motions to compel from Plaintiffs that followed in discovery, and the Court's rulings granting these motions at least in part, and ordering additional discovery from Defendants.

3. The Defense Order also fails to reflect that, after the March 14, 2017 hearing, no motions to dismiss were to be filed, as the Court was reviewing the NRCPC 12(b)(5) motions to dismiss previously filed by Defendants when the case was before Judge Scann, but in light of the now operative Third Amended Complaint.

4. The Defense Order also materially distorts and remanufactures the Court's ruling at the May 4, 2017 hearing, and the basis and reasoning in supporting of that ruling. For instance, the Defense Order misleadingly relegates the Court's primary basis for dismissal of Plaintiffs' claims—the Court's reliance on NRS 80.015 and the decision in *Bruce v. Homefield Fin., Inc.* (D. Nev. September 23, 2011) 2011 U.S. Dist. LEXIS 110243—to Paragraph 16 of the Defense Order. Again, as elsewhere in the Defense Order, Defendants seek to put words in the Court's mouth that simply were not stated at the May 4, 2017 hearing.

5. Similarly, Paragraph 17 of the Defense Order essentially fabricates an additional ruling by the Court that was not made at the May 4, 2017 hearing (regarding the significance of Defendants' numerous admissions in writing that they were debt collectors attempting to collect debts). Although, after Mr. Scarborough's comments, the Court briefly referenced the decision in *Ho v. Recontrust Company, N.A.* (9th Cir. 2016) 840 F.3d 618, the Court did not discuss Defendants' admissions that they were debt collectors or what significance those admissions should be given.

6. Paragraph 15 of the Defense Order also incorrectly suggests that the Court's ruling was based in part on Judge Williams' decision in the unrelated *Quality Loan Service Corp. v. State of Nevada, Department of Business & Industry, Financial Institutions Division*. Not only did the Court not refer to the *Quality Loan* decision as a basis for its decision on May 4, 2017, but the Court did not—as Paragraph 4 incorrectly suggests—make any finding or ruling as to whether the issues in the *Quality Loan* were “identical or substantially similar” to those presented in this case.

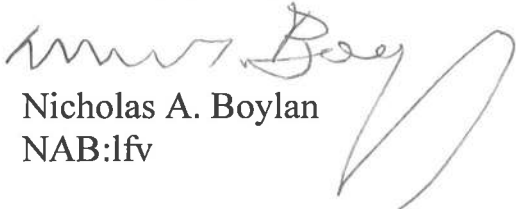
7. The Defense Order also incorrectly states that the Court found unpersuasive the various cases cited by Plaintiffs regarding the scope of the Fair Debt Collection Practices Act (“FDCPA”), but, as reflected in the very portion of the transcript from the May 4, 2017 hearing cited by the Defense Order, the Court only discussed one of the cases cited by Plaintiffs (*Shapiro & Meinhold v. Zartman* (Colo. 1992) 823 P.2d 120). Other than that specific case, the Court did not provide any reason or reasons for finding the cases cited by

Plaintiffs unpersuasive.

Please let us know if the Court would like any further input or an additional hearing regarding the content of the Court's Order.

This letter is being served upon all counsel of record, as shown below.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Nicholas A. Boylan", followed by a large, stylized flourish or loop.

Nicholas A. Boylan  
NAB:lfv

cc: (served via Odyssey File & Serve to all Counsel)

Lawrence G. Scarborough, Esq.

Jessica Maziarz, Esq.

Allan Ceran, Esq.

Shawn Christopher, Esq.

Kristin Schuler-Hintz, Esq.

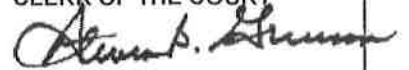
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7 Attorneys for Defendant California Reconveyance  
Company

8 [Additional Counsel Listed on Signature Page]

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

9  
10  
11 JEFFREY BENKO, a Nevada resident; CAMILO  
MARTINEZ, a Nevada resident; ANA MARTINEZ,  
12 a Nevada resident; FRANK SCINTA, a Nevada  
resident; JACQUELINE SCINTA, a Nevada  
13 resident; SUSAN HJORTH, a Nevada resident;  
RAYMOND SANSOTA, a Ohio resident;  
14 FRANCINE SANSOTA, a Ohio resident; SANDRA  
KUHN, a Nevada resident; JESUS GOMEZ, a  
15 Nevada resident; SILVIA GOMEZ, a Nevada  
resident; DONNA HERRERA, a Nevada resident;  
16 ANTOINETTE GILL, a Nevada resident; JESSE  
HENNIGAN, a Nevada resident; KIM MOORE, a  
17 Nevada resident; THOMAS MOORE, a Nevada  
resident; SUSAN KALLEN, a Nevada resident;  
18 ROBERT MANDARICH, a Nevada resident;  
JAMES NICO, a Nevada resident; and PATRICIA  
19 TAGLIAMONTE, a Nevada resident,

20 Plaintiffs,

21 vs.

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

27 Defendants.  
28

Case No.: A-11-649857-C  
Dept. No.: XIX

**NOTICE OF ENTRY OF  
ORDER DISMISSING CASE AS A  
MATTER OF LAW AND  
DIRECTING JUDGMENT IN  
DEFENDANTS' FAVOR IN  
CONNECTION WITH  
PLAINTIFFS' THIRD AMENDED  
COMPLAINT WITH PREJUDICE**

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NOTICE IS HEREBY GIVEN that the Order Dismissing Case As A Matter of Law and Directing Judgment in Defendants' Favor In Connection with Plaintiffs' Third Amended Complaint With Prejudice was entered by the Court on the 7<sup>th</sup> day of June, 2017.

DATED this 8<sup>th</sup> day of June, 2017.

SMITH LARSEN & WIXOM

By: 

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Attorneys for Defendant California Reconveyance Company



**CERTIFICATE OF SERVICE**

I hereby certify that on June 8, 2017, I served a true and correct copy of the foregoing  
**NOTICE OF ENTRY OF ORDER DISMISSING CASE AS A MATTER OF LAW AND  
DIRECTING JUDGMENT IN DEFENDANTS' FAVOR IN CONNECTION WITH  
PLAINTIFFS' THIRD AMENDED COMPLAINT WITH PREJUDICE**, on counsel by e-mail  
transmission to the persons listed below, pursuant to EDCR 8.05(a):

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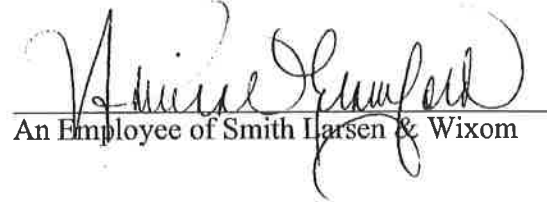
Las Vegas, Nevada 89134


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I hereby certify that on June 8, 2017, I served a true and correct copy of the foregoing  
**NOTICE OF ENTRY OF ORDER DISMISSING CASE AS A MATTER OF LAW AND  
DIRECTING JUDGMENT IN DEFENDANTS' FAVOR IN CONNECTION WITH  
PLAINTIFFS' THIRD AMENDED COMPLAINT WITH PREJUDICE** by First Class Mail  
as follows:

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4754 Deer Forest  
Las Vegas, Nevada 89139  
Plaintiff Pro Per

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

  
An Employee of Smith Larsen & Wixom



**ORDR**

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[Additional Counsel Listed on Signature Page]

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JEFFREY BENKO, a Nevada resident; CAMILO  
MARTINEZ, a Nevada resident; ANA MARTINEZ,  
a Nevada resident; FRANK SCINTA, a Nevada  
resident; JACQUELINE SCINTA, a Nevada  
resident; SUSAN HJORTH, a Nevada resident;  
RAYMOND SANSOTA, a Ohio resident;  
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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,

vs.

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

Defendants.

Case No.: A-11-649857-C  
Dept. No.: XIX

**ORDER DISMISSING CASE AS A  
MATTER OF LAW AND  
DIRECTING JUDGMENT IN  
DEFENDANTS' FAVOR  
IN CONNECTION WITH  
PLAINTIFFS' THIRD AMENDED  
COMPLAINT WITH PREJUDICE**

**Hearing Date: May 4, 2016  
Hearing Time: 9:00 a.m.**

**SMITH LARSEN & WIXOM**  
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1935 Village Center Circle  
Las Vegas, Nevada 89134  
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1           1.       On May 4, 2017, at 9:00 a.m. in Department XIX, before the Honorable William  
2 D. Kephart, Plaintiffs, by and through their counsel, and Defendants California Reconveyance  
3 Company, Quality Loan Service Corporation, National Default Servicing Corporation, and MTC  
4 Financial Inc. dba Trustee Corps (collectively, "Defendants"), by and through their counsel,  
5 appeared before the Court. [Transcript re: Motions Hearing (5/4/17) at 1] The May 4, 2017  
6 hearing was a continuation of the hearing on March 14, 2017 regarding whether Plaintiffs had  
7 viable claims as a matter of law under the Third Amended Complaint. [Transcript re: All  
8 Pending Motions (3/14/17) at 1:5-11] At the March 14, 2017 hearing, the Court invited the  
9 parties to submit supplemental briefing based on a schedule it established. [TR (3/14/17) at 27:3-  
10 4; 24:24-25:15, 31:7-8, 31:18-33:1]

11           2.       The following Court-authorized supplemental briefing is pending before the Court:  
12 (1) Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendants' Motion to  
13 Dismiss the Third Amended Complaint; (2) Defendant California Reconveyance Company's  
14 Response to Plaintiffs' "Memorandum of Points and Authorities in Opposition to Defendants'  
15 Motion to Dismiss the Third Amended Complaint;" (3) Objections and Response of Defendant  
16 MTC Financial Inc. dba Trustee Corps to Plaintiffs' Supplemental Filing; (4) National Default  
17 Servicing Corporation's Joinder to Defendant California Reconveyance Company's Response to  
18 Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendants' Motion to  
19 Dismiss the Third Amended Complaint; (5) Quality Loan Service Corporation's Joinder to  
20 Defendant California Reconveyance Company's Response to Plaintiffs' Memorandum of Points  
21 and Authorities in Opposition to Defendants' Motion to Dismiss the Third Amended Complaint;  
22 and (6) Plaintiffs' Reply to Defendants California Reconveyance Company's Request to Dismiss  
23 the Third Amended Complaint (and Joinders).

24           3.       In addition, the following filings are pending before the Court: (1) Plaintiffs'  
25 (Sansotas) Motion for Partial Summary Judgment Against MTC Financial, Inc.; (2) Defendant  
26 MTC Financial Inc. dba Trustee Corps' Cross-Motion for Summary Judgment or, in the  
27 Alternative, Partial Summary Judgment Against Plaintiffs Raymond Sansota and Francine  
28 Sansota; (3) Quality Loan Service Corporation's Motion for Summary Judgment on Amended

1 Complaint; (4) Defendant California Reconveyance Company's Motion for Summary Judgment;  
2 (5) Defendant MTC Financial Inc. dba Trustee Corps' Joinder to Quality Loan Service  
3 Corporation's Motion for Summary Judgment; (6) Defendant MTC Financial Inc. dba Trustee  
4 Corps' Joinder to California Reconveyance Company's Motion for Summary Judgment; and (7)  
5 National Default Servicing Corporation's Joinder to California Reconveyance Company's Motion  
6 for Summary Judgment.

7 4. After review and consideration of the points and authorities on file herein, the  
8 documents and exhibits attached thereto, the oral arguments of counsel on March 14, 2017 and  
9 May 4, 2017, and the prior rulings on identical or substantially similar issues presented in *Quality*  
10 *Loan Service Corp. v. State of Nevada, Department of Business & Industry, Financial Institutions*  
11 *Division*, No. 12A657580, 2013 WL 6911859 (Nev. Dist. Ct. Jan. 3, 2013), the Court finds and  
12 concludes as follows:

#### 13 Procedural History

14 5. Plaintiffs are current and former homeowners who are or were facing foreclosure  
15 or have had their homes foreclosed upon, and Defendants are current or former NRS Chapter 107  
16 trustees. Plaintiffs allege two causes of action against Defendants in the Third Amended  
17 Complaint. [Third Amended Complaint (3/15/17), ¶¶ 40-55] The first count for consumer fraud  
18 under NRS 41.600 alleges that Defendants acted as unlicensed or unregistered collection agencies  
19 under Nevada law in violation of NRS 649.075 and/or 649.171, the violation of which constitutes  
20 a deceptive trade practice under NRS Chapter 598. [*Id.*, ¶¶ 42, 44] According to the Third  
21 Amended Complaint, as a result of these unlicensed collection agency activities, Defendants  
22 received illicit revenue and profits. [*Id.*, ¶ 42] As a result of Defendants' alleged acts of  
23 consumer fraud, Plaintiffs request general damages, special damages, punitive damages, and  
24 attorneys' fees. [*Id.*, ¶¶ 46-48]

25 6. The second count for unjust enrichment alleges that Plaintiffs never entered into a  
26 contract with Defendants. [*Id.*, ¶ 49] Like the first count, the second count alleges that  
27 Defendants pursued unlicensed collection agency activities against Plaintiffs. [*Id.*, ¶ 50] As a  
28 result of these activities, Plaintiffs allege that Defendants were unjustly enriched with substantial

1 payments for their illegal and improper collection agency activities. [*Id.*, ¶ 52] Plaintiffs ask that  
2 Defendants disgorge any benefits that Defendants obtained from their alleged deceptive trade  
3 practices. [*Id.*] Plaintiffs also ask for general damages, special damages, and attorneys' fees.  
4 [*Id.*, ¶¶ 54-55]

5         7. This case has followed a lengthy procedural path complicated by the tragic loss of  
6 the Honorable Susan Scann. Distilled to its essence, on November 25, 2015, Plaintiffs filed their  
7 Second Amended Complaint against Defendants, alleging causes of action for consumer fraud,  
8 unjust enrichment, and elder abuse (against Defendants Meridian Foreclosure Service and  
9 California Reconveyance Company only). [Second Amended Complaint (11/25/15)] On  
10 December 18, 2015, Defendants filed a joint motion to dismiss Plaintiffs' Second Amended  
11 Complaint. [Defendants' Joint Motion to Dismiss Plaintiffs' Second Amended Complaint  
12 (12/18/15)] Defendant MTC Financial Inc. dba Trustee Corps filed a joinder in Defendants'  
13 motion to dismiss. [Defendant MTC Financial Inc. dba Trustee Corps' Joinder in Defendants'  
14 Joint Motion to Dismiss Plaintiffs' Second Amended Complaint; Supplemental Memorandum of  
15 Points and Authorities in Support Thereof (12/18/15)] Plaintiffs filed their opposition to  
16 Defendants' motion to dismiss on January 18, 2016. [Plaintiffs' Opposition to Defendants' Joint  
17 Motion to Dismiss Plaintiffs' Second Amended Complaint (1/18/16)] On February 5, 2016,  
18 Defendants filed their joint reply, in which MTC Financial, Inc. joined in a separate filing.  
19 [Defendants' Joint Reply in Support of Defendants' Joint Motion to Dismiss Plaintiffs' Second  
20 Amended Complaint (2/5/16); Defendant MTC Financial Inc. dba Trustee Corps' Joinder In  
21 Defendants' Joint Reply in Support of Defendants' Joint Motion to Dismiss Plaintiffs' Second  
22 Amended Complaint; Supplemental Memorandum of Points and Authorities in Support Thereof  
23 (2/5/16)]

24         8. On February 22, 2016, Judge Scann conducted a hearing on Defendants' pending  
25 motion to dismiss. Judge Scann orally granted the motion to dismiss the count for elder abuse,  
26 but denied the motion as to the counts for statutory consumer fraud and unjust enrichment.  
27 [Transcript re: Defendants' Joint Motion to Dismiss Plaintiffs' Second Amended Complaint  
28

(2/22/16) at 30:20-22] Judge Scann passed away on July 16, 2016. No order was signed or entered with respect to Defendants' motion to dismiss.

9. The parties proceeded on a phased discovery schedule, with the first phase of discovery focused on the viability of the named Plaintiffs' claims. On December 14, 2016, Plaintiffs filed a motion for leave to file a Third Amended Complaint. [Plaintiffs' Motion for Leave to File Third Amended Complaint (12/14/16)] Before the Court ruled on the motion for leave, Plaintiffs filed a motion for partial summary judgment against Defendant MTC Financial, Inc. [Plaintiffs' (Sansotas) Motion for Partial Summary Judgment Against MTC Financial, Inc. (2/6/17)] Defendant MTC Financial, Inc. cross-moved for summary judgment against Plaintiffs. [Defendant MTC Financial Inc. dba Trustee Corps' Cross-Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment Against Plaintiffs Raymond Sansota and Francine Sansota; Declaration of Allan E. Ceran in Support Thereof (2/24/17)] On March 14, 2017, the Court entered an order granting Plaintiffs' motion for leave to file the Third Amended Complaint.

10. At the hearing on March 14, 2017, the Court indicated that, following a review of the case record, it was inclined to dismiss the case. [TR (3/14/17) at 3:15-4:10, 5:7-25, 27:1-6, 31:6-8] At Plaintiffs' request, the Court invited supplemental briefing from the parties on the core legal issues. [*Id.* at 24:24-25:15, 31:7-8, 31:18-33:1, 36:1-23] All parties agreed to the submission of supplemental briefing. [*Id.* at 40:12-21] The Court also stayed discovery pending a hearing it set for May 4, 2017. [*Id.* at 44:20-22] In addition to submitting supplemental briefing, Defendant Quality Loan Service Corporation filed a motion to dismiss the Third Amended Complaint or in the alternative motion for summary judgment and multiple Defendants filed motions for summary judgment.

### Analysis

#### I. TRUSTEES ARE SUBJECT TO NRS CHAPTER 107 AND DO NOT NEED TO BE LICENSED AS COLLECTION AGENCIES.

11. NRS 107 is the statutory scheme directed towards deeds of trust and trustees acting under deeds of trust. NRS 107. [TR (5/4/17) at 3:6-7] A trustee under a deed of trust is empowered by statute and contract to perform a number of duties in order to accomplish a non-

1 judicial foreclosure and receives various protections in the performance of its duties. *See* NRS  
2 107.015 *et seq*; TR (3/14/17) at 5:7-12, 8:17-18, 19:5-10, 27:20-25. NRS 107 is not silent on  
3 licensing. [TR (5/4/17) at 3:6-12; *e.g.*, NRS 107.028(1) (providing ten categories of those who  
4 may serve as a non-judicial foreclosure trustee)]

5 12. Deeds of trust are unique in nature. [TR (5/4/17) at 14:5-6] A deed of trust is a  
6 three-party contract between the lender, borrower, and trustee. The deed of trust is, by itself, a  
7 protected property right and confers legal title to the subject property upon the trustee, which title  
8 is a real property interest in the subject property. [TR (5/4/17) at 2:22-25, 14:5-9] When a trustee  
9 takes actions directed at foreclosure, sale of the property, or reinstatement or payoff of the  
10 underlying loan obligation by the borrower, the trustee is exercising its interest in the real  
11 property. [*See* TR (3/14/17) at 5:13-16, 19:5-10] Such actions by a trustee pursuant to a deed of  
12 trust and NRS 107 are different than actions by a collection agency pursuant to NRS 649. [TR  
13 (5/4/17) at 14:10-15]

14 13. NRS 649 is the statutory scheme regulating collection agencies. NRS 649  
15 recognizes the difference between debt collection and the exercise of real property interests under  
16 deeds of trust. *Id.* at 36:4-13; *In re Nev. State Engineer Ruling No. 5823*, 128 Nev. Adv. Op. 22,  
17 277 P.3d 449, 453 (2012) (“The starting point in statutory construction is to read and examine the  
18 text of the act and draw inferences concerning the meaning from its composition and structure”)  
19 (quoting 2A Norman J. Singer & J.D. Shambie Singer, *Statutes and Statutory Construction* §  
20 47:1, at 274-75 (7th ed. 2007)). The only act of non-judicial foreclosure referenced in Chapter  
21 649 is the foreclosure of an assessment lien by a “community manager”—an entity the legislature  
22 specifically included in the definition of “collection agency”—related to management of a  
23 common-interest community like a homeowners’ association or the management of an association  
24 relating to a condominium hotel. NRS 649.020(3)(a); TR (5/4/17) at 5:1-9, 14:14-15:8. By  
25 including this special addendum, the legislature expressed both its understanding that non-judicial  
26 foreclosure is not claim collection and its intention to make only one type of non-judicial  
27 foreclosure subject to collection agency regulation. *Cramer v. State Dep’t of Motor Vehicles*, 126  
28 Nev. 388, 394, 240 P.3d 8, 12 (2010) (applying presumption that “the expression of one thing is



1 the exclusion of another”) (citations omitted). Unlike a trustee under a deed of trust, a  
2 community manager foreclosing an assessment lien does not own or have a real property interest  
3 in the common-interest community or condominium hotel association. [TR (5/4/17) at 5:1-9,  
4 14:14-15:8, 19:15-17] A trustee acting pursuant to a deed of trust is not a collection agency under  
5 NRS 649, is not soliciting payment pursuant to NRS 649, is not collecting a debt under NRS 649,  
6 and does not need to be licensed or registered as a collection agency. [*Id.* at 5:12-17, 18:16-24;  
7 *see also id.* at 5:1-9, 14:14-15:8]

8 14. The acts allegedly performed by Defendants in the Third Amended Complaint are  
9 authorized by the deed of trust and the plain language of NRS Chapter 107. Indeed, contacting  
10 borrowers, providing information regarding payment of money under the deed of trust, charging  
11 costs associated with trustee duties under the deed of trust, and foreclosure of property are within  
12 the realm of activities protected by the deed of trust and NRS 107. [TR (3/14/17) at 5:13-16,  
13 19:5-10] This Court finds that Plaintiffs’ allegations in the Third Amended Complaint and  
14 otherwise are acts taken by Defendants within the scope of the non-judicial foreclosure process as  
15 permitted by the deed of trust and NRS Chapter 107. [*Id.* at 4:3-10; TR (5/4/17) at 10:1-3]

16 15. Like our sister court’s decision in *Quality Loan*, this Court finds that enforcing a  
17 security interest in real property through the non-judicial foreclosure process as alleged in the  
18 Third Amended Complaint and as outlined by NRS Chapter 107 is not the collection or  
19 solicitation of payment of a claim. NRS 649.010 (defining “[c]laim” as “any obligation for the  
20 payment of money or its equivalent that is past due”); TR (5/4/17) at 5:7-16. Defendants are not  
21 collection agencies as a matter of law. NRS 649.020(1) (defining “[c]ollection agency”).  
22 Accordingly, Defendants are not required to obtain a collection agency license or certificate of  
23 registration under NRS Chapter 649 in order to perform the acts alleged in the Third Amended  
24 Complaint because they fall within the ambit of NRS Chapter 107. [TR (3/14/17) at 4:3-10; TR  
25 (5/4/17) at 36:4-13]

26 16. In addition, under multiple statutes, enforcement of security interests in real  
27 property does not constitute doing business in the State of Nevada. NRS 80.015(1)(h); NRS  
28 86.5483 (1)(h); NRS 87A.615(1)(h); *see also Bruce v. Homefield Fin., Inc.*, No. 2:10-CV-2164-

1 KJD-PAL, 2011 WL 4479736, at \*2 (D. Nev. Sept. 23, 2011) (dismissing fraud claim alleging  
2 license or registration was required to record assignment of deed of trust). [TR (5/4/17) at 3:13-  
3 4:18; 36:4-13] That trustees do not need to be registered pursuant to these statutes lends further  
4 support to the Court's determination that trustees acting relating to a deed of trust need not be  
5 licensed or registered as collection agencies pursuant to NRS 649. [*Id.* at 4:19-24, 36:4-13]

6 17. In addition, the so-called "mini-Miranda" warnings contained in various  
7 documents, including publicly recorded notices of default, do not transform trustees into  
8 collection agencies under Nevada law. *Ho v. ReconTrust Company, NA*, 840 F.3d 618, 623 n.7  
9 (9th Cir. 2016) (holding the mini-Miranda "disclaimer isn't sufficient to show that ReconTrust is  
10 a debt collector" and finding "[d]ebt collector isn't an elective category. It's determined  
11 objectively, based on the activities of the entity in question"). [TR (5/4/17) at 36:4-13]<sup>1</sup>

12 18. In addition, counsel for Plaintiffs conceded at oral argument that, if a trustee takes  
13 no action with respect to a borrower other than issuing a notice of default or breach or exercising  
14 the power of sale, than the trustee's actions are "within 107." [*Id.* at 13:16-19]

15 19. Consequently, as a matter of law, Plaintiffs' claims for consumer fraud and unjust  
16 enrichment contained in the Third Amended Complaint are dismissed as follows [*see id.* at 6:20-  
17 22, 30:10-16, 36:14-16, 38:15-17]:

18 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Count I of Plaintiffs'  
19 Third Amended Complaint is DISMISSED with prejudice as a matter of law as to all Defendants.  
20 The acts allegedly performed by the Defendants in the Third Amended Complaint are authorized  
21 by the deeds of trust and plain language of NRS Chapter 107, which governs the conduct of  
22 trustees under deeds of trust. As a matter of law, trustees under deeds of trust that engage in non-  
23 judicial foreclosure activities permitted under NRS Chapter 107 are not collecting debts, are not  
24 collection agencies, and are not subject to Nevada licensing or registration requirements for  
25 collection agencies.

26  
27  
28 <sup>1</sup> The Court also finds unpersuasive the various FDCPA cases cited by Plaintiffs from  
beyond Nevada and beyond the Ninth Circuit. [*See* TR (5/4/17) at 15:16-18]

1 Accordingly, Count I of the Third Amended Complaint fails as a matter of law and is  
2 DISMISSED with prejudice.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Count II of  
4 Plaintiffs' Third Amended Complaint is DISMISSED with prejudice as to all Defendants for the  
5 reasons stated above.

6 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Plaintiffs' claims  
7 against Defendant Meridian Foreclosure Service are *sua sponte* DISMISSED with prejudice for  
8 the reasons stated above.

9 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the various  
10 motions for summary judgment, the filings related to summary judgment and any hearings in  
11 relation to summary judgment are VACATED. Any other motions currently pending are  
12 DENIED as moot.

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that all other hearings  
14 in this case are VACATED.

15 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that judgment is  
16 entered in favor of Defendants and Meridian Foreclosure Service on all claims in the Third  
17 Amended Complaint and the Third Amended Complaint is hereby DISMISSED.

18 Dated this 6<sup>th</sup> day of June, 2017.

19  
20 

21 The Honorable William D. Kephart  
22 Eighth Judicial District Court Judge  
23  
24  
25  
26  
27  
28

1 Submitted by:

2 SMITH LARSEN & WIXOM

3 By: 

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13 Company

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BROOKS HUBLEY, LLP

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13 By: \_\_\_\_\_

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17 Las Vegas, Nevada 89117

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APC

18 Attorney for Defendant Quality Loan Service  
19 Corporation

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Attorneys for Plaintiffs (except Antoinette  
Gill)

20 814463

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CHRISTOPHER LEGAL GROUP  
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Henderson, Nevada 89074

Attorneys for Plaintiffs (except Antoinette  
Gill)

814463



## Naïke Lewis

27  
connections

Payoff And Reinstatement Clerk at Quality Loan Service Corporation

San Diego, California · Real Estate

Current Quality Loan Service Corporation

Previous Quality Loan Service Corporation, Crowne Plaza® Hotels & Resorts

Education Garfield High School

Find a different Naïke Lewis

First Name

Last Name



Example: Naïke Lewis



Naïke Lewis  
Student at California College of the Arts  
United States

More professionals named Naïke Lewis

# View Naïke's full profile. It's free!

See how you compare to Naïke's experience, education, and more.

[View Naïke's Full Profile](#)

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### Summary

Clerical and Data Entry, Accounting/invoicing, Specializing in non-profit database systems, including Razor Edge Successful at completing Large scale projects under tight deadlines. Data entry/Clerical and Account/invoicing/Billing for 2 years, Professional with 3 1/2 years in Management/Supervising and 5 years Communication and Project management in corporate environments.

### Experience

#### Billing Analyst

Quality Loan Service Corporation

August 2014 ~ Present (2 years 2 months)

Enter invoices into internal and client systems/Upload invoices. Send Invoicing correspondence to client.

Process payoff and reinstatement quotes calculation according to fees and cost chart.

Took a high volume of calls from lenders and borrowers requesting Payoff Reinstatement quotes.

Entered numerical data into database using internal system to calculated numerical quotes numerical and figures in a timely and accurate manner.

Scanned documentation and entered into internal data base.

Obtained scanned records and uploaded them into internal the date base.

Produced monthly reports using advanced excel spreadsheet functions.

Added new material to file records and created new records.

Then later processed all documentation.

Review and uploaded client correspondence files. Answer incoming calls from borrowers and client regarding reinstatement quotes. Requested Payoff and reinstatements quotes for borrowers and title companies. Outlined the appropriate process and procedures necessary to fulfill and complete inquiries.

### People Also Viewed



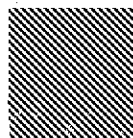
Clark Carlson  
HR Manager at Quality Loan Services



Concepcion Legaspi  
Trustee Sales Officer at Quality Loan Service Corporation



Katie Saunders  
Student at CU Law



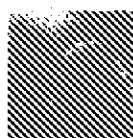
Andrew Lucas  
Assistant Controller at Premier Business Support



Lovelyn Lopez  
Operations Analyst at Quality Loan Service



Melissa L. Sherrer  
Assistant Trustee Sales Officer at Quality Loan Service Corporation



Dorinda Schwerin  
Senior Loan Processor at Minnesota Lakes Bank aka Crow River State Bank



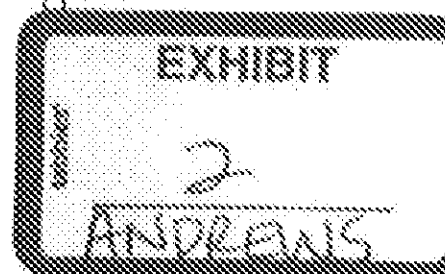
Tom Thurman  
Accounts Payable Analyst at Quality Loan Service Corporation



Roy Gomez  
Accounts Receivable Clerk at Quality Loan Service Corporation



Amy Poirier  
Principal Assistant at Washington State University



### Title Assistant

Quality Loan Service Corporation

May 2012 – August 2014 (2 years 4 months)

Entered numerical data into database using internal system to calculate numerical quotes numerical and figures in a timely and accurate manner.

Scanned documentation and entered into internal data base.

Obtained scanned records and uploaded them into internal the data base.

Produced monthly reports using advanced excel spreadsheet functions.

Added new material to file records and created new records. Then later processed all documentation.

Reviews and uploaded client correspondence files. Answer incoming calls from borrowers and client regarding reinstatement quotes. Requested Payoff and reinstatement quotes for borrowers and title companies. Outlined the appropriate process and procedures necessary to fulfill and complete inquiries.

### Post sale Analyst

Quality Loan Service Corporation

February 2011 – April 2012 (1 year 3 months)

Entered numerical data into database using internal system to calculate numerical quotes numerical and figures in a timely and accurate manner.

Obtained scanned records and uploaded them into internal the data base, scanned documentation and entered into internal data base

Worked in several client systems to ensure that workload was completed at the end of each shift.

Added new material to file records and documentation regarding recorded info for Title deeds.

Followed up with County clerk offices title companies regarding recorded deeds via email phone call. generated trustee deed upon sale deeds made sure we met the time lines under 7 days /

#### Ads You May Be Interested In



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Invitation from LinkedIn

Place ads on LinkedIn. Acquire new customers for your business. Try it now.

### Housekeeping Supervisor

Crowne Plaza® Hotels & Resorts

May 2008 – February 2010 (1 year 10 months)



Accepted accountability for all assigned buildings keys, master keys and access cards.

Planned and coordinated logistics and materials for board meetings, Committee meetings and staff events.

Managed Office supplies, vendors, organization and up kept.

Organized all new hire, security and temporary paperwork.

Drafted biweekly time sheets/Schedules for 82 employees both temp and permanent employees. Supervised a staff of 82 employees, resolved service matters in a timely manner.

Cleaned and changed bedspreads, blankets and mattresses.  
Accommodated guests request for over 400 guest.

Answer phone calls Transfer to appropriate department.

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#### Languages



## English

Professional working proficiency

## Skills

Foreclosures Mortgage Lending Insurance Bilingual-English/Spanish

Business Process Improvement Constructive Feedback Data Analysis Data Entry

Billing Process Research Invoice Processing Clerical Skills Call Routing

Call Centers Customer Service See 27+

## Education

### Garfield High School

diploma, General Studies, 12  
2000 - 2001

HS diploma

Activities and Societies: none

## Volunteer Experience & Causes

### Causes Naïke cares about:

Arts and Culture

Children

Education

Health

Human Rights

Social Services

## Organizations

n/a

n/a

## Groups

Resume Target - A R...

What is LinkedIn? Join Today Sign In

View Naïke's full profile to...

- See who you know in common
- Get introduced
- Contact Naïke directly

View Naïke's Full Profile

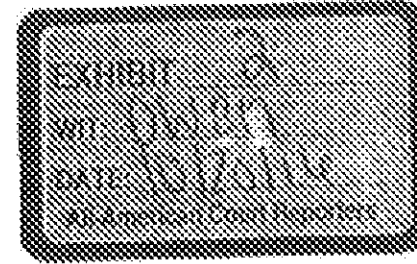
Not the Naïke you're looking for? View more

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EXHIBIT “HH”



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TELEPHONE (702) 685-0329 FAX (702) 685-0329

1 McCarthy & Holthus, LLP  
2 Kristin A. Schuler-Hintz, Esq. (NSB# 7171)  
3 9510 West Sahara Avenue, Suite 200  
4 Las Vegas, NV 89117  
5 (702)685-0329(Phone)  
6 (866)339-5691(Fax)  
7 Attorneys for Defendant,  
8 *Quality Loan Service Corporation*

DISTRICT COURT  
CLARK COUNTY, NEVADA

9 JEFFREY BENKO, a Nevada resident,  
10 Plaintiffs,  
11 v.  
12 QUALITY LOAN SERVICE  
13 CORPORATION, a California Corporation, et.  
14 al.,  
15 Defendants.

CASE NO: A-11-649857-C

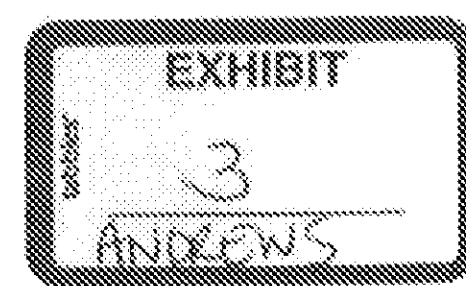
QUALITY LOAN SERVICE  
CORPORATION'S SUPPLEMENTAL  
RESPONSE TO FRANK SCINTA AND  
JACQUELINE SCINTA'S FIRST SET  
OF INTERROGATORIES.

16 PROPOUNDING PARTY: FRANK SCINTA AND JACQUELINE SCINTA  
17 RESPONDING PARTY: DEFENDANT QUALITY LOAN SERVICE CORPORATION  
18 SET NUMBER: ONE (1)

19 COMES NOW Defendant, QUALITY LOAN SERVICE CORPORATION'S  
20 ("QUALITY") Supplemental Responses to Interrogatories, Set One, propounded by Plaintiffs,  
21 FRANK SCINTA AND JACQUELINE SCINTA ("PLAINTIFFS") as follows:

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

22 Defendant's Response herein to Plaintiff's First Interrogatories (the "Responses") are  
23 subject to the following general objections (the "General Objections"). The General Objections  
24 may be specifically referred to in the Responses for the purpose of clarity. The failure to  
25 specifically incorporate a General Objection, however, should not be construed as a waiver of the  
26 General Objections.



1. Nothing herein shall be construed as an admission or waiver by Defendant of: (a) its rights respecting admissibility, competency, relevance, privilege, materiality, and authenticity of any information provided in the Responses, any documents identified therein, or the subject matter thereof; (b) its objections due to vagueness, ambiguity, or undue burden; and (c) its rights to object to the use of any information provided in the Responses, any document identified therein, or the subject matter contained in the Responses during a subsequent proceeding, including the trial of this or any other action.
2. The Responses are made solely for the purposes of, and in relation to, this litigation.
3. Defendant objects to the Interrogatories to the extent they seek documents and information protected by the attorney-client privilege and/or seek the work product of counsel.
4. Defendant had not completed: (a) its investigation of facts, witness, or documents relating to this case, (b) discovery in this action, (c) its analysis of available data, and (d) its preparations for trial. Thus, although a good faith effort has been made to supply pertinent information where the same has been requested, it is not possible in some instances for unqualified Responses to be made to the Discovery Requests. Further, the Responses are necessarily made without prejudice to Defendant's right to produce evidence of subsequently discovered fact, witnesses, or documents, as well as any new theories or contentions that Defendant may adopt. The Responses are further given without prejudice to Defendant's right to produce evidence of subsequently discovered fact, witness, or documents, as well as any new theories or contentions that Defendant may adopt. The Responses are further given without prejudice to Defendant's right to provide information concerning facts, good faith error, or mistake. Defendant has responded to the Interrogatories based on the information that is presently available to it and to the best of its knowledge to date. The Responses may include hearsay and other forms of evidence that may be neither reliable nor admissible.

1 5. Defendant objects to any discovery being sought outside of the Phase 1 Discovery outlined  
2 by the court at the September 21, 2016 hearing in this matter.

3 6. Defendant objects to the extent PLAINTIFFs allege that Quality (1) is a Collection Agent,  
4 Collection Agency, Foreign Collection Agency, Foreign Collection Agent, or debt-  
5 collector/debt collector; (2) performs collection agency services/collection related  
6 service(s), collection services, debt-related services, collection process, debt collection, or  
7 accepts payment of a debt; or (3) has a collection file(s). Quality is not and was not a debt  
8 collector. All actions taken by Quality were done in accordance with the processing of the  
9 non judicial foreclosure, not collection of a debt. Quality has already been adjudicated as  
10 not requiring a debt collection license by the FID (see 2013 WL 6911859; District of  
11 Nevada) and accordingly, is and was not a debt collector.

12 Without waiving its General Objections, Defendant supplements its responds to Plaintiff's  
13 First and Second Set of Interrogatories as follows:

14 RESPONSE TO INTERROGATORIES

15 INTERROGATORY NO. 7:

16 State the total number of phone calls made and/or received by YOU with respect to all  
17 Nevada citizens whose trustee, foreclosure related, and/or collection files YOU serviced, for the  
18 period 2008 to 2015.

19 RESPONSE TO INTERROGATORY NO. 7:

20 Objection, this request is overbroad, burdensome and oppressive and is not relevant.  
21 Quality specifically incorporates general objections 5 and 6 to the response herein.

22 Without waiving these objections this responding party states as follows: This responding  
23 party does not and has never serviced loans and has never been involved in any "collection"  
24 activity. Quality does not make outbound calls to borrowers when processing the non judicial  
25 foreclosure unless Quality is contacted and a response is requested. As to named Plaintiffs Frank

1 and Jacqueline Scinta, Quality did not make any calls to Mr. or Ms. Scinta. As to received calls,  
2 Quality received two telephone calls on 1/12/2012 and one telephone call on 5/6/2010 from an  
3 alleged tenant of the Scintas.

4 INTERROGATORY NO. 8:

5 With respect to each Nevada citizen whose trustee, foreclosure related, and/or collection  
6 file YOU serviced during the period 2008 to 2015, state the total number of phone calls made  
7 and/or received by YOU.

8 RESPONSE TO INTERROGATORY NO. 8:

9 Objection, this request is overbroad, burdensome and oppressive and is not relevant.  
10 Responding party also objects on the grounds that this request is unintelligible. Lastly, Quality  
11 specifically incorporates general objections 5 and 6 to the response herein.

12 Without waiving these objections this responding party states as follows: This responding  
13 party does not and has never serviced loans and as such there were no phone calls made or  
14 received by Quality for a loan serviced by Quality. With regards to Quality's foreclosure file, see  
15 Quality's response to Interrogatory No. 7.

16 INTERROGATORY NO. 9:

17 With respect to each Nevada citizen whose trustee, foreclosure related, and/or collection  
18 file YOU serviced during the period 2008 to 2015, state the total number of items of  
19 correspondence (of any type) sent and/or delivered by YOU to each Nevada citizen.

20 RESPONSE TO INTERROGATORY NO. 9:

21 Objection, this request is vague, ambiguous, unintelligible, overbroad, burdensome and  
22 oppressive and is not relevant. Quality specifically incorporates general objections 5 and 6 to the  
23 response herein.

24 Without waiving these objections this responding party states as follows: This responding  
25 party does not and has never serviced loans and as such there was no correspondence made or

1 received by Quality for a loan serviced by Quality. Quality did not receive any correspondence  
2 from Mr. or Ms. Scinta during the processing of the non judicial foreclosure. As to sending  
3 correspondence, all communication was in compliance with NRS §107.080, et. seq. and is  
4 contained in Quality's 16.1 disclosures and Quality's response to Plaintiff's Request for  
5 Production of Documents.

6 INTERROGATORY NO. 10:

7 With respect to each Nevada citizen whose trustee, foreclosure related, and/or collection  
8 file YOU serviced during the period 2008 to 2013, state the total number of items written  
9 correspondence (of any type) received from each Nevada citizen and/or delivered or sent by YOU  
10 to each Nevada citizen.

11 RESPONSE TO INTERROGATORY NO. 10:

12 Objection, this request is vague, ambiguous, unintelligible, overbroad, burdensome and  
13 oppressive and is not relevant. Quality specifically incorporates general objections 5 and 6 to the  
14 response herein. Lastly, this responding party objects on the grounds that this request has been  
15 asked and answered in Interrogatory No.'s 7, 8, & 9.

16 Without waiving these objections this responding party states as follows: This responding  
17 party does not and has never serviced loans and as such there was no correspondence made or  
18 received by Quality for a loan serviced by Quality. Quality did not receive any correspondence  
19 from Mr. or Ms. Scinta during the processing of the non judicial foreclosure. As to sending  
20 correspondence, all communication was in compliance with NRS §107.080, et. seq. and is  
21 contained in Quality's 16.1 disclosures and Quality's response to Plaintiff's Request for  
22 Production of Documents.

23 INTERROGATORY NO. 18:

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



McCarthy & Holthus, LLP  
Attorneys at Law  
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Tel: 702.399.1100  
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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  
Kristin A. Schuler-Hintz, Esq.  
Attorneys for Defendant  
Quality Loan Service Corporation

McCarthy & Eolthus, LLP  
ATTORNEYS AT LAW  
1000 West Las Vegas Avenue, Suite 200  
Las Vegas, NV 89101  
TEL: 702.251.1111 FAX: 702.251.1112

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1 Jeffrey Benko, et al. v. Quality Loan Service Corporation, et al.  
Case No.: A-11-649857-C

2 VERIFICATION

3 I, Bounlet Louvan, am the Foreclosure Legal Liaison and Former Trustee's Sales Officer  
4 for Quality Loan Service Corporation. I have read the foregoing Supplemental Responses to  
5 Plaintiff Frank and Jacqueline Scinta's Interrogatories, Set One and I know their contents.

6 The matters stated in the aforementioned responses are true of my own knowledge based  
7 on a review of the business records of Quality Loan Service Corp. except as to those matters  
8 which are stated on information and belief, and as to those matters I believe them to be true.

9 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing  
is true and correct. Executed this October 19, 2016 at San Diego, California.

By:   
Bounlet Louvan  
Legal Liaison & Former Trustee's Sales  
Officer,  
Quality Loan Service Corporation

**EXHIBIT “II”**



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

3305 GREEN ICE AVENUE  
NORTH LAS VEGAS, NV 89081

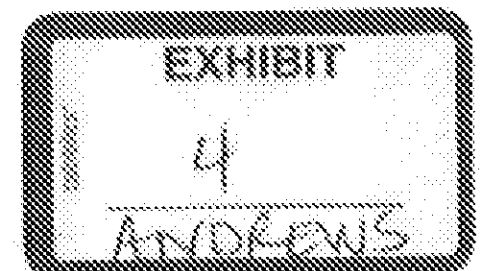
RE: 0186301664  
3305 GREEN ICE AVENUE, NORTH LAS VEGAS, NV 89081

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 (886)645-7711 ext. 3728 so that we may put you in contact with the Nationstar Mortgage Loss Mitigation Department. Their loss mitigation specialist will be able to assist you with the qualification process. While there can be no assurance that Nationstar Mortgage will be able to offer you all or any of the above options,



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

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

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

Sincerely,

Quality Loan Service Corp.

## NOTICE TO TENANTS OF THE PROPERTY

Foreclosure proceedings against this property have started, and a notice of sale of the property to the highest bidder has been issued. You may either: (1) terminate your lease or rental agreement and move out; or (2) remain and possibly be subject to eviction proceedings under chapter 40 of the Nevada Revised Statutes. Any subtenants may also be subject to eviction proceedings. Between now and the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the landlord. After the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the successful bidder, in accordance with chapter 118A of the Nevada Revised Statutes.

Under the Nevada Revised Statutes eviction proceedings may begin against you after you have been given a notice to quit. If the property is sold and you pay rent by the week or another period of time that is shorter than 1 month, you should generally receive notice after not less than the number of days in that period of time. If the property is sold and you pay rent by the month or any other period of time that is 1 month or longer, you should generally receive notice at least 60 days in advance. Under Nevada Revised Statutes 40.280, notice must generally be served on you pursuant to chapter 40 of the Nevada Revised Statutes and may be served by: (1) Delivering a copy to you personally in the presence of a witness; (2) If you are absent from your place of residence or usual place of business, leaving a copy with a person of suitable age and discretion at either place and mailing a copy to you at your place of residence or business; or (3) If your place of residence or business cannot be ascertained, or a person of suitable age or discretion cannot be found there, posting a copy in a conspicuous place on the leased property, delivering a copy to a person residing there, if a person can be found, and mailing a copy to you at the place where the leased property is.

If the property is sold and a landlord, successful bidder or subsequent purchaser files an eviction action against you in court, you will be served with a summons and complaint and have the opportunity to respond. Eviction actions may result in temporary evictions, permanent evictions, the awarding of damages pursuant to Nevada Revised Statutes 40.360 or some combination of those results. Under the Justice Court Rules of Civil Procedure: (1) You will be given at least 10 days to answer a summons and complaint; (2) If you do not file an answer, an order evicting you by default may be obtained against you; (3) A hearing regarding a temporary eviction may be called as soon as 11 days after you are served with the summons and complaint; and (4) A hearing regarding a permanent eviction may be called as soon as 20 days after you are served with the summons and complaint.

**NOTICE**

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

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

Americas Servicing Company  
C/O Quality Loan Service Corp.  
2141 6th Avenue  
San Diego, CA 92101  
619-645-7711

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

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

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their toll-free hotline at (800) 568-4287 or you can go to The Department of Housing and Urban Development (HUD) web site at [www.hud.gov/offices/hsg/sfh/hcc/hea.com](http://www.hud.gov/offices/hsg/sfh/hcc/hea.com).

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

45

Dated: 5/4/2010

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

State of Nevada,  
County of Clark } ss.

By: Joan Peck  
Joan Peck, Authorized Agent

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

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

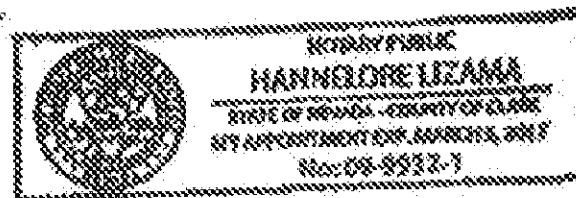
WITNESS my hand and official seal.

(Seal)

Hannelore Lizama

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

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



4/6



**EXHIBIT “JJ”**

1/29/2011  
8:28 AM Request NV Certificate Sent to FMP Entered by s [REDACTED]  
Trustee Affidavit sent to FMP on 1/30/2011

45.  
1/29/2011 Hold updated Entered by s [REDACTED]  
8:28 AM AB 149 Missing Mediation Certificate Hold

46.  
1/21/2011 tef-lwr Entered by s [REDACTED]  
11:50 AM JEFFREY W. BENKO II 702-352-7787 called because hes receiving letters from his HOA to clean up his lawn and he surrendered the prop in 2009 in a bk. advised him emc has not advised us to close out his file. advised him to contact emc directly

47.  
1/6/2011 Hold updated Entered by s [REDACTED]  
7:36 AM AB 149 Missing Mediation Certificate Hold

48.  
12/30/2010 Hold updated Entered by s [REDACTED]  
9:49 AM AB 149 Missing Mediation Certificate Hold

49.  
12/14/2010 Hold updated Entered by s [REDACTED]  
7:46 AM AB 149 Missing Mediation Certificate Hold

50.  
11/29/2010 Request NV Certificate sent to Foreclosure Mediation Program  
9:11 AM Entered by s [REDACTED]  
Re-request Certificate sent to FMP on 11/29/2010.  
First Certificate request was on 7/8/2010.

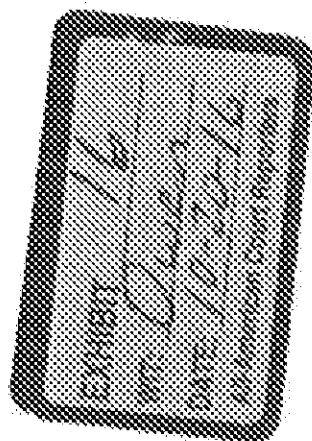
51.  
11/18/2010 Hold updated Entered by s [REDACTED]  
8:38 AM AB 149 Missing Mediation Certificate Hold

52.  
11/15/2010 Hold updated Entered by s [REDACTED]  
3:29 PM AB 149 Missing Mediation Certificate Hold

53.

**EXHIBIT “KK”**

NV-07-97001-SH | [REDACTED]  
 Segura  
 1801 Loch Lomond Way, Las Vegas, NV, 891



1. 8/25/2009 2:59 PM File Closed by kbackstrom Entered by [REDACTED]

Reason: Sold Back to Beneficiary  
 Close Date: 8/25/2009

2. 8/18/2009 9:22 AM Phone call Entered by [REDACTED]

Borrower called she indicated that she knew nothing about the foreclosure, she stated she recieved the card from the post office and did not know that is was a foreclosure process. She asked if the property went to sale and I told her the sale date she bacame upset and state that she had been trying to obtain a loan modification. She inquired about cash for keys I tried to transfer her to the loss mit department she did not want to be transferred. She hung up.

3. 8/18/2009 9:22 AM Phone call Entered by [REDACTED]

Borrower called she indicated that she knew nothing about the foreclosure, she stated she recieved the card from the post office and did not know that is was a foreclosure process. She asked if the property went to sale and I told her the sale date she bacame upset and state that she had been trying to obtain a loan modification. She inquired about cash for keys I tried to transfer her to the loss mit department she did not want to be transferred. She hung up.

4. 8/10/2009 3:59 PM Chronology completed Entered by [REDACTED]

5. 8/4/2009 7:18 PM 20% Bid Variance Reviewed Entered by [REDACTED]

6. 8/4/2009 8:49 AM variance message response Entered by [REDACTED]

20

Please proceed the sale with lso \$136,710.00(Specified bid).

Sathish [REDACTED]  
 Bid Co-ordinator  
 Ocwen Loan Servicing, U.C.  
 Email: Sathish.[REDACTED]@ocwen.com

NOTE: Please use only carbon copies to save sufficient evidence in case of a fire.

From: Bidrequests [mailto:bidrequests@qualityloan.com]

Office

2141 5th Avenue  
San Diego, CA 92101

Notes: *Spizella socialis* - 100% of the birds were *S. socialis*. (2 of 16) [4/22/2018 8:50:19 AM]

dissemination distribution, copy or any use whatsoever of this transmission and its contents. If you receive this transmission in error, please reply or call the sender AT (619) 645-7711 and arrangements will be made to retrieve the originals from you at no charge.

\*\*\*\*\*

This E-mail message and its attachments, if any are intended solely for the use of the addressee hereof. In addition, this message and the attachments, if any may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating or otherwise using this transmission.

Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by reply E-mail and immediately delete this message from your system. Instructions transmitted over this system are not binding on us until they are confirmed by us. Message transmission is not guaranteed to be secure or free of software virus. While Owen Financial Corporation and its subsidiaries collectively "Owen" takes every reasonable precaution to minimize such risks, Owen cannot accept liability for any damage sustained by you or any third party as a result of software viruses.

\*\*\*\*\*

7. 8/3/2009  
9:05 PM

variance message sent

Entered by [REDACTED]

From: Bidrequests [mailto:bidrequests@qualityloan.com]

Sent: Monday, August 03, 2009 9:05 PM

To: [REDACTED], Sethish; [REDACTED], Putresu; [REDACTED]@Owen.com; 'Nageshwar' [REDACTED]@Owen.com

Subject: variance message / NV-07-97001-SH | [REDACTED]

Hello,

Please be advised that when we completed the bid provided for the referenced loan there is a difference of 60 percent between the total debt and specified bid amount. Our office has completed the bid and forwarded to the sale company. Unless otherwise instructed, by your office, the property will go to sale on 8/7/2009 at the following amount \$136,710.00.

Thank You,

Remy [REDACTED]

NV-07-97001-SH [REDACTED]

1801 Loch Lomond Way, Las Vegas, NV, 89102

1 Property Address

Patty Segura (1 Borrower)

8. 8/3/2009  
8:53 PM

20% warning approval

Entered by [REDACTED]

9.  
7/31/2009  
11:20 AM

18 Hold dated 7/7/2009 Released by [REDACTED] Entered by [REDACTED]

Reason: Loss Mitigation  
Date released: 7/31/2009

From: M N, [mailto:[REDACTED]]  
Sent: Friday, July 31, 2009 11:03 AM  
To: Lovelyn [REDACTED]  
Subject: Loan# [REDACTED] /Segura, Patsy\*\*PROCEED FC\*\*

Hi,  
Please proceed with FC as borrower has been denied of HMP. Please confirm whether the sale is set for 8/07/09?

Thanks

M N Venkatakrishna  
Foreclosure Coordinator  
Owen Financial Solutions Pvt Ltd.  
Phone [REDACTED] Extn [REDACTED]  
E-mail ID: [REDACTED]  
Team Lead: Tushar [REDACTED]  
E-mail ID Tushar [REDACTED]  
Owen Loan Servicing, LLC  
Phone [REDACTED]

10.  
7/7/2009  
9:44 AM

File Placed on Hold by [REDACTED] Entered by [REDACTED]

Reason: Loss Mitigation  
Date on Hold: 7/7/2009

From: [REDACTED] Porima [mailto:Porima [REDACTED]]  
Sent: Tue 7/7/2009 9:20 AM  
To: Susan Hurley  
Subject: loan [REDACTED] \*\*HOLD FC\*\*

Hi  
Please hold the file for 3 weeks for HMP package, we are communicating with borrower. Please confirm back the receipt of this mail with the new sale date.  
Thanks

Loan Sale Date State HAPVD Attorney  
[REDACTED] 7/17/2009 NV AT-11799-McCarthy, Holdus

Thanks & Regards,  
 Porima [REDACTED]  
 Email: Porima [REDACTED]@cooven.com  
 Foreclosure department  
 Cooven Financial Solutions Private Ltd  
 Phone: [REDACTED] ext: [REDACTED]  
 Email: [REDACTED]@cooven.com (Tushar [REDACTED])  
 Tel: [REDACTED] ext: [REDACTED]  
 Fax: [REDACTED]

11.  
 6/22/2009  
 11:52 AM

Sent Notice of Sale to title company Entered by [REDACTED]

NOS Title Package Scanned By: Ronald [REDACTED]  
 On: 6/22/2009

12.  
 6/19/2009  
 11:10 AM

Chapter 13 Filed 8/20/2008 Released by [REDACTED] Entered by [REDACTED]

Chapter: 13  
 Date Relief Granted: 5/26/2009

Motion for Relief Granted

13.  
 6/16/2009  
 3:14 PM

bk was released Entered by [REDACTED]

fwd email to unit.

Hi,

Please proceed with foreclosure as borrower is out of Bankruptcy.

BK RELIEF MOTION GRANTED, ORDER SIGNED Case #08-19405 Debtor Name: Patty Segura Relief  
 Granting Date: 6/5/09. Cont Due Date: 7/1/2006 Post Next Due Date: 12/01/2008 UPB: \$237,707.63

Thanks

M N [REDACTED]

Foreclosure Coordinator



Ocwen Financial Solutions Pvt Ltd.

Phone [REDACTED] Extn [REDACTED]

E-mail ID [REDACTED] .MN@ocwen.com

Team Lead: Tushar [REDACTED]

E-mail ID Tushar [REDACTED]@ocwen.com

Ocwen Loan Servicing, LLC

Phone [REDACTED] extn [REDACTED]

Please acknowledge all PROCEED, HOLD and STOP E-mails.

On Paid off/Service Transferred/Charged Off loans, please ensure that all invoices are submitted by the deadline date provided in the final bill notification through REALTrans and the bill and bill e-mail from the PC coordinator. In case of questions please contact amit [REDACTED]@ocwen.com

For All foreclosures, please complete ALL necessary post resolution requirements (i.e. withdraw of Lis pendens

14.  
3/24/2009  
5:52 PM

BK active and open Entered by n [REDACTED]

Case# 08-19405

15.  
3/9/2009  
9:34 AM

Fee and Cost Quote Entered by [REDACTED]

Good Through: 04-08-2009

Requested: Referral Date: 8/21/2007 9:34 AM

Reason:

Comment:

Quote Total: \$1,317.00Created By: Amanda [REDACTED]

16.  
2/24/2009  
11:17 AM

Case # 08-19405 Entered by A [REDACTED]

No New updated on Pacer

17.  
1/19/2009  
11:20 AM

Revised BK Case is still active Entered by [REDACTED]

08-19405

18.  
12/19/2008  
3:41 PM

MFR Filed Entered by A [REDACTED]

ins

hearing was on 12/2/2008  
no new update on pacer

19.

12/5/2008  
7:30 AM

Sale Cancellation Entered by [REDACTED]

Sale was cancelled.

Sale Cancellation Comment: Please cancel sale.

20.

11/25/2008  
7:42 AM

MFR Filed Entered by [REDACTED]

Case # 08-19405

Hearing is on 12/2/2008 at 9:30 am

21.

10/21/2008  
9:01 PM

BK open and active in Pacer Entered by [REDACTED]

BK case no.: 08-19405

22.

8/26/2008  
10:20 AM

Fee and Cost Quota Entered by [REDACTED]

Good Through: 08-26-2008

Requested: Referral Date: 8/21/2007 9:34 AM

Reason: email req

Comment:

Quote Total: \$1,966.81 Created By: Desiree [REDACTED]

23.

8/22/2008  
8:39 AM

Notified Client Entered by [REDACTED]

through e-mail. CC: the unit.

24.

8/22/2008  
8:34 AM

Pacer Docs & BK Docs Uploaded Entered by [REDACTED]

25.

8/21/2008  
12:58 PM

Referred mechanics lien to Mimi Entered by [REDACTED]

From: Tara [REDACTED]  
 Sent: Thursday, August 21, 2008 12:58 PM  
 To: Mimi [REDACTED]  
 Subject: NV-07-97001-SH | [REDACTED]

Hi Mimi,

A Mechanics lien showed up on today's sale date down. I am postponing today's sale for 2 weeks so that legal may review. Title has not uploaded a copy yet. Thanks!

26.  
 8/21/2008  
 12:31 PM

20% variance reviewed Entered by [REDACTED]

27.  
 8/20/2008  
 9:28 PM

20% WARNING APPROVAL Entered by [REDACTED]

28.  
 8/19/2008  
 6:45 PM

Bid rqst via email Entered by [REDACTED]

From: Julie [REDACTED]  
 Sent: Tuesday, August 19, 2008 6:45 PM  
 To: [REDACTED] Putrevi  
 Subject: [REDACTED]

NV-07-97001-SH | [REDACTED]  
 1801 Loch Lomond Way, Las Vegas, NV, 89102  
 1 Property Address  
 Patty Segura (1 Borrower)

Hi,  
 For the below file please provide bid instructions for 08/21/08 sale.  
 Thank you

29.  
 8/18/2008  
 7:58 PM

Bid rqst via email Entered by [REDACTED]

From: Julie [REDACTED]  
 Sent: Monday, August 18, 2008 7:59 PM  
 To: [REDACTED] Putrevu'  
 Subject: [REDACTED]

NV-07-97001-SH I [REDACTED]  
 1801 Loch Lomond Way, Las Vegas, NV, 89102  
 i Property Address  
 Patty Segura (1 Borrower)

Hi,  
 For the above file please provide bid instructions for 08/21/08 sale.  
 Thank you

30.  
 7/30/2008  
 12:23 PM  
 nos sent to title Entered by [REDACTED]  
 not recorded 11/28/07  
 nos mailings set

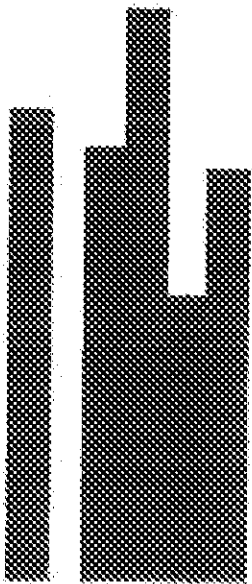
31.  
 7/22/2008  
 9:20 AM  
 Processed w/ f/c Entered by [REDACTED]  
 Hi,  
 Please proceed with Foreclosure as RELIEF MOTION has been granted on Bankruptcy for the said file.  
 BK RELIEF MOTION GRANTED,  
 ORDER SIGNED case no. #07-18502  
 UPB -- \$ 237868.12  
 Debtor's name ---Patty Segura  
 cdd ---06/01/2006  
 pxd1 ---02/01/2008  
 relief granted on 06/20/2008

Thank you.

Thanks & Regards

32.  
 3/24/2008  
 6:23 AM  
 Sale Cancellation Entered by [REDACTED]  
 Sale was cancelled.  
 Sale Cancellation Comment: SALE CANCELLED BK





Melinda [REDACTED]  
Bid Unit Specialist

Phone: (619)645-7711 Ext. [REDACTED]  
Fax: [REDACTED]

38. 11/29/2007 9:22 AM borrower called [REDACTED] Entered by M [REDACTED]  
She informed me that she was trying to get a forbearance plan, but cannot get in touch with Ocwen.

39. 11/28/2007 12:04 PM requested update on indemnity [REDACTED] Entered by M [REDACTED]

40. 11/21/2007 11:28 AM update on indemnity [REDACTED] Entered by M [REDACTED]  
Title issues pending on the file-Arjun [REDACTED] @ocwen.com

41. 11/20/2007 3:19 PM re-requested update on indemnity. [REDACTED] Entered by M [REDACTED]

42. 11/15/2007 12:00 PM publication/sub [REDACTED] Entered by [REDACTED]  
set up pub & sale dates, 16 mailings on 11/26/2007.  
docs sent to title on 11/26.

43. 11/13/2007 3:23 PM 6 Hold dated 11/7/2007 Released by [REDACTED] Entered by [REDACTED]  
Reason: Continue Foreclosure  
Date released: 11/13/2007

126

44.

11/7/2007  
1:00 PM

File Placed on Hold by C [REDACTED] Entered by C [REDACTED]

Reason: 6

Date on Hold: 11/7/2007

45.

11/11/2007  
7:42 AM

update on Indemnity Entered by M [REDACTED]

Hi,

File is on hold due to title issues .I will confirm as soon I get the indemnity

[REDACTED] Arjun [Arjun [REDACTED]@ocwen.com]

46.

10/30/2007  
3:29 PM

requested update on indemnity Entered by M [REDACTED]

47.

10/26/2007  
12:28 PM

emailed ocwen on indemnity Entered by M [REDACTED]

I requested a status update regarding indemnity.

48.

10/24/2007  
9:00 AM

resent title examination form. Entered by M [REDACTED]

I resent the form with the TSG Review and Documents to their specifications.

49.

9/28/2007  
3:37 PM

received called from Patty said she is going to Entered by S [REDACTED]

be working with ocwen for a possible payment plan

50.

9/28/2007  
7:06 AM

Need Indemnity Entered by M [REDACTED]

sent title examination form to ocwen.

51.

9/28/2007  
7:01 AM

HSBC Mortgage Services JR DOT Entered by M [REDACTED]

106

52.

9/12/2007  
2:03 PM

TSG review Entered by M [REDACTED]

No 10 day mailings.

Taxes 2006-2007 Paid in full.

Sr Lien in favor of Rachael A. Rock in the amount of 30343.65 Recorded on 4/18/03.

Subject DOTin 2nd position in favor of MERS servicing Owen Loan Servicing, LLC in the amount of 240000.00 recorded on 3/01/05.

-Sub needed.

-No assignment needed.

-NOD recorded on 8/22/07

Jr DOT in favor of MERS servicing HSBC Mortgage Services in the amount of 29000.00 recorded on 9/28/05.

Jr claim of lien in favor of City of Las Vegas Sewer in the amount of 262.65 Recorded on 9/22/06

Jr DOT in favor of AMERICAN CONTRACTORS INDEMNITY COMPANY (amount not set out) recorded on 1/19/07.

Jr Claim of lien in favor of GOODFELLAS BAIL BONDS in the amount of 5530.00. Recorded 2/01/07.

Jr Claim of lien in favor of Republic Services in the amount of 85.13 recorded on 3/28/07.

53.

8/27/2007  
1:31 PM

10 DAY LETTER RECVD Entered by [REDACTED]

16mailings due by 8/29/07  
passed file to mailroom

54.

8/22/2007  
3:40 PM

Audit Complete Entered by d [REDACTED]

55.

8/21/2007  
1:47 PM

THE 3rd BENEHECK ESCALATION EMAIL HAS BEEN SENT. Entered by 7777?



10/11

**3rd BENECECK ESCALATION**

The Bene Check information for this file has not been updated in IDS as of the time this notice was generated.

The below Open Order Request information was transmitted to your office 4 HOURS AGO.

Please update IDS with the requested information immediately or if you are unable to comply with this request for any reason please contact this office.

**Quality Loan Services Corp.  
OPEN ORDER REQUEST**

QLS File#: NV-07-97001-SH

Client Name: Owen

Loan Account Number: [REDACTED]

Borrower First: Patty

Borrower Middle:

Borrower Last: Segura

Borrower SSN: [REDACTED]

Original Note Amount: 240000.00

Deed Of Trust Dated:

Unpaid Principal Balance: 238027.48

Order Type: TSG

Address 1: 1801 Loch Lomond Way

Address 2:

Address 3:

City: Las Vegas

County: CLARK

State: NV

Zip: 89102

THIS MESSAGE WAS AUTO GENERATED BY Quality Loan Service Corp.'s Integrated Default Solution System

Email Sent To: Andy [REDACTED] (a[REDACTED]@fnf.com), Mike [REDACTED] (mike[REDACTED]@fnf.com), Len [REDACTED] ([REDACTED]@fnf.com), Gem [REDACTED] (g[REDACTED]@fnf.com), Camela [REDACTED] (c[REDACTED]@fnf.com), Jenny [REDACTED] ([REDACTED]@QualityLoan.com)

56.

8/21/2007

12:43 PM

THE 2nd BENECECK ESCALATION EMAIL HAS BEEN SENT. Entered by 77777

## 2nd BENECHECK ESCALATION

The Bene Check information for this file has not been updated in IDS as of the time this notice was generated.

The below Open Order Request information was transmitted to your office 3 HOURS AGO.

Please update IDS with the requested information immediately or if you are unable to comply with this request for any reason please contact this office.

Quality Loan Services Corp.  
OPEN ORDER REQUEST

QLS File# : NV-07-97001-SH

Client Name: Owen

Loan Account Number: [REDACTED]

Borrower First: Patty

Borrower Middle:

Borrower Last: Segura

Borrower SSN: [REDACTED]

Original Note Amount: 240000.00

Deed Of Trust Dated:

Unpaid Principal Balance: 238027.48

Order Type: TSG

Address 1: 1801 Loch Lomond Way

Address 2:

Address 3:

City: Las Vegas

County: CLARK

State: NV

Zip: 89102

THIS MESSAGE WAS AUTO GENERATED BY Quality Loan Service Corp.'s Integrated Default Solution System

Email Sent To: Mike [REDACTED] (mike[REDACTED]@fnfs.com), Lan [REDACTED] ([REDACTED]@fnf.com), Jenny [REDACTED] ([REDACTED]@QualityLoan.com)

57.

8/21/2007  
11:39 AM

THE 1ST BENEHECK ESCALATION EMAIL HAS BEEN SENT. Entered by 7777?

**1ST BENE CHECK ESCALATION**

The Bene Check information for this file has not been updated in IDS as of the time this notice was generated.

The below Open Order Request information was transmitted to your office 2 HOURS AGO.

Please update IDS with the requested information immediately or if you are unable to comply with this request for any reason please contact this office.

**Quality Loan Services Corp.  
OPEN ORDER REQUEST**

QLS File#: NV-07-97001-SH

Client Name: Owen

Loan Account Number: [REDACTED]

Borrower First: Patty

Borrower Middle:

Borrower Last: Segura

Borrower SSN: [REDACTED]

Original Note Amount: 240000.00

Deed Of Trust Dated:

Unpaid Principal Balance: 238027.48

Order Type: TSG

Address 1: 1801 Loch Lomond Way

Address 2:

Address 3:

City: Las Vegas

County: CLARK

State: NV

Zip: 89102

THIS MESSAGE WAS AUTO GENERATED BY Quality Loan Service Corp.'s Integrated Default Solution System

Email Sent To: Mike [REDACTED] (mike [REDACTED]@fids.com), Lan [REDACTED] ([REDACTED]@fntf.com), Jenny [REDACTED] ([REDACTED]@QualityLoan.com)

## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Law Office of Nicholas A. Boylan, APC, and that on April 28, 2017, I served a true and correct copy of the foregoing:

- **PLAINTIFFS' OPPOSITION TO DEFENDANT QUALITY LOAN SERVICE CORPORATION'S MOTION FOR SUMMARY JUDGMENT SUPPORT OF ITS SUMMARY JUDGMENT MOTION**
- **DECLARATION OF NICHOLAS A. BOYLAN IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT QUALITY LOAN SERVICE CORPORATION'S MOTION FOR SUMMARY JUDGMENT; EXHIBITS**
- **PLAINTIFFS' SEPARATE STATEMENT IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT QUALITY LOAN SERVICE CORPORATION'S MOTION FOR SUMMARY JUDGMENT**

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

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

Represents: QUALITY LOAN SERVICE CORP. et al

---

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

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Burke, Williams & Sorensen, LLP  
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Los Angeles, CA 90071-2953  
(213) 236.2837  
(213) 236.0600  
(213) 236.2700 (fax)  
ACeran@bwslaw.com

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

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Las Vegas, Nevada 89134  
(702) 851-1191  
(702) 851-1198 (fax)

mbrooks@brookshubley.com

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

---

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Kevin S. Soderstrom, Esq.  
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Represents: CALIFORNIA RECONVEYANCE COMPANY

---

Attorneys for Defendant: CALIFORNIA RECONVEYANCE COMPANY

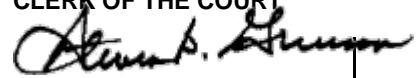
Antoinette Gill  
840 South Rancho, Suite 4 --- Unit 233  
Las Vegas, Nevada 89106  
(702) 683-5217  
ALGCorp@hotmail.com (Served via U.S. Mail only)

Meridian Foreclosure Service

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

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





TRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA  
\* \* \* \* \*

JEFFREY BENKO, et al.,	.	CASE NO. A-11-649857-C
	.	
Plaintiffs,	.	DEPT. NO. XIX
	.	
vs.	.	<b>TRANSCRIPT OF</b>
	.	<b>PROCEEDINGS</b>
QUALITY LOAN SERVICE	.	
CORPORATION, et al.,	.	
	.	
Defendants.	.	
. . . . .	.	

BEFORE THE HONORABLE WILLIAM D. KEPHART, DISTRICT COURT JUDGE

**ALL PENDING MOTIONS**

THURSDAY, MAY 4, 2017

APPEARANCES:

FOR THE PLAINTIFFS:	NICHOLAS A. BOYLAN, ESQ. SHAWN CHRISTOPHER, ESQ.
FOR THE DEFENDANTS:	LAWRENCE SCARBOROUGH, ESQ. JESSICA R. MAZIARZ, ESQ. GREGORY B. IANNELLI, ESQ. KATIE M. WEBER, ESQ. KEVIN S. SODERSTROM, ESQ. THOMAS N. BECKOM, ESQ. ALLAN CERAN, ESQ., <i>Pro Hac Vice</i>

COURT RECORDER:

CHRISTINE ERICKSON  
District Court

TRANSCRIPTION BY:

VERBATIM DIGITAL REPORTING, LLC  
Englewood, CO 80110  
(303) 798-0890

Proceedings recorded by audio-visual recording, transcript  
produced by transcription service.

**AA005600**

1           LAS VEGAS, NEVADA, THURSDAY, MAY 4, 2017, 8:59 A.M.

2                           (Court called to order)

3           THE COURT: Good morning, everybody.

4           ALL ATTORNEYS: Good morning.

5           THE COURT: All right. This is Jeffrey Benko versus  
6 Quality Loan Services Corporation in A-649857. This is on  
7 today for basically a continuation of the hearing regarding --  
8 I had asked for some additional briefing with regards to the  
9 prospect of whether or not, by matter of law, that the  
10 plaintiffs could bring this action in the manner in which  
11 they've done.

12                   So the record's clear, my perception of the Third  
13 Amended Complaint in this matter is charging of two different  
14 causes of action. First, it would be -- and they both deal  
15 with the matter of being required to be licensed here in order  
16 to, I guess, terms of words being used to collect a debt, or  
17 to enforce a Deed of Trust Agreement.

18                   The -- I had an opportunity to review plaintiffs'  
19 additional briefing. And I don't think I need any further  
20 information with regards to the plaintiff or even the defense  
21 here.

22                   The position that I'm taking is that -- and it -- I  
23 think it's pretty rooted in precedent here that a Deed of  
24 Trust puts upon the trustee, an ownership right and a property  
25 interest in, obviously, a piece of property, in real property.

1 If we were talking about some type of state action there would  
2 be no question about the fact of due process.

3 And the Supreme Court of the United States has  
4 specifically talked about -- talked about the property  
5 interest that -- it being a property right.

6 107 -- NRS -- the statute 's contained in 107 that  
7 specifically deals with Deeds of Trust -- I believe, is -- I  
8 don't think that they're particularly silent about particular  
9 issues involving the licensing aspect of it, because I believe  
10 they're specifically just talking about how you conduct  
11 matters if you hold a Deed of Trust or you possess that  
12 property interest.

13 That what where I turn to is -- and it's laid out in  
14 a number of different statutes. And it's pointed to in a case  
15 of Bruce v. Homefield Financial which is a District Court -- a  
16 United States District Court here in Nevada. It's a 2011  
17 case.

18 And in that case, the plaintiffs had a cause of  
19 action for fraud against -- the term that they use is MERS.  
20 And it was based upon an allegation that MERS executed an  
21 Assignment of a Deed of Trust and therefore was doing business  
22 in the State of Nevada, requiring them to be licensed.

23 That particular case goes a little further and  
24 specifically indicates that even the Assignment of the Deed of  
25 Trust is not considered doing business in the State of Nevada.

1 And they specifically cite to 80.015. When you -- when you  
2 look at 80.015, it talks about foreign corporations,  
3 activities not constituting doing business.

4 And in the particular opinion, they talk about the  
5 exceptions of maintaining, defending, or settling any  
6 proceeding creating or requiring a debt, and that's mortgages  
7 or security interests in real or personal property, securing  
8 or collecting debts or enforcing mortgages or security  
9 interests in property securing the debt.

10 Once again, if you look at NRS 86.5483, which talks  
11 about limited liability corporations or companies, they also  
12 make an exception for activities not constituting transactions  
13 of business in the State of Nevada and they -- they state the  
14 same language.

15 And, once again, in 87 -- NRS 87A.615, when they're  
16 talking about uniform limited partnerships, they cite the same  
17 language as activities not constituting transactions or  
18 business.

19 My perception is that, because it's considered a  
20 property right, 107 specifically addresses -- is addressing  
21 the Deed of Trust and whether or not there's an encumbrance  
22 placed on an individual who owns that piece of -- that  
23 property right, to have to be licensed. And I don't believe  
24 it does.

25 //

1           And when you -- when you look at 6 -- NRS 649,  
2 there's no -- the only language that talks -- that leads any -  
3 - in 020, 649.020, when they -- defining collection agency,  
4 the only -- the only language that lends any support to the  
5 plaintiff's position here, when they're talking about  
6 something that could remotely be considered a mortgage, would  
7 be a foreclosure action done under 116. But that specifically  
8 talks about the HOA trying to enforce a lien, not enforcing a  
9 Deed of Trust.

10           And so -- so, once again, the point that I want to  
11 make here is that under those particular statutes, as well as  
12 Bruce v. Homefield Financial, is that I believe that the  
13 individual trustee here, exercising the power under any Deed  
14 of Trust, is not a collection or a solicitation of payment  
15 pursuant to 649, and is not a collection or debt solicitation  
16 pursuant to that statute, meaning, that it is -- it is not  
17 subject to having to be -- be required to be licensed.

18           Furthermore, I think it would cause -- I think 107  
19 would have no meaning if you -- and I think the plaintiffs  
20 would agree, that if you are in the State of Nevada and you're  
21 -- and you are a Trust Deed, and you're exercising your rights  
22 under a Deed of Trust, and you live in the State of Nevada or  
23 you're conducting, I guess, business in the State of Nevada,  
24 is that those actions do not constitute doing business in the  
25 State of Nevada. And it does not require a licensing.

1           But if you're outside of the State of Nevada, that's  
2 the only claim, I think, that the plaintiffs are making, is  
3 that because they're in a different state and they're  
4 contacting the State of Nevada to enforce a Deed of Trust,  
5 then it would require them to be licensed, but -- and subject  
6 to the Federal Institutions Divisions.

7           But I don't see that. I don't know how to go  
8 through it any clearer. I don't -- I just don't see that. I  
9 think it would -- it would -- and I believe in this case, in  
10 this case, there's a -- I can't -- I can't specifically state  
11 the party. The defense might be able to help me with this.

12           But I believe that one of the individuals was the  
13 Trust Deed or the Deed of Trust, the husband and wife, that  
14 Mr. Reynolds was -- had -- was -- moved to a different state  
15 and then tried to exercise their rights under the Deed of  
16 Trust. And so they would be subject, according to the  
17 plaintiff, to the same action in violation of licensing, and  
18 so therefore, they'd be subject to the Financial Institution  
19 Division Rules under 649. But I just don't see that.

20           And so if there's no other -- no other claim or  
21 cause by the plaintiff, then as a matter of law, I have to  
22 dismiss this. So, that's my decision.

23           So did you want -- do you want to make a record for  
24 -- I mean, I know you're -- honestly, I want you to appeal it,  
25 because I -- the laws, I mean, what you cited, I think there's

1 some differences in the sense that they're enforcing liens  
2 which would not be the actual holder. And there's some  
3 interpretation under their state statutes that different than  
4 107. So did you want to make any further record?

5 MR. BOYLAN: A few things I think might be helpful  
6 for the record, Your Honor.

7 THE COURT: Okay.

8 MR. BOYLAN: I understand you've spent a lot of time  
9 on it. We've given you a lot of paper and I appreciate your  
10 work. Let me do --

11 THE COURT: Okay.

12 MR. BOYLAN: -- a little bit of clarification, if I  
13 may briefly. We have addressed the trial judge's decision in  
14 Bruce v. Homefield Financial. We've addressed that in our  
15 papers and --

16 THE COURT: Um-hum.

17 MR. BOYLAN: -- I don't have any further comment on  
18 it. It's --

19 THE COURT: Okay.

20 MR. BOYLAN: But with respect to NRS, let's look for  
21 a minute at NRS 107, which is really at the heart of the  
22 Court's, I think, conclusion, as well as NRS 80.015. I'll  
23 talk about those things briefly.

24 NRS 107 makes clear that the trustee has to be  
25 impartial. I think, looking at the transcript of the last

1 hearing, and listening to the Court's comments here, I think I  
2 need to, perhaps, correct a little bit of a perception of who  
3 this -- what a trustee is under the law.

4           A trustee is a neutral, independent third party.  
5 They cannot act as the agent and the servant of either side,  
6 including the lender. They hold a technical title only for  
7 purposes of doing two things in the event of default, and  
8 that's issuing a Notice of Breach and then exercising the  
9 Power of Sale. That's it.

10           Now, in this case, what we've alleged and proven is  
11 that they were functioning as a very different animal. They  
12 were contractually the agent and servant of these banks. So  
13 they violated 107 right there, period. It's over. They  
14 cannot claim any protection from 107 when they don't comply  
15 with. We've alleged facts which show that they were in  
16 violation of 107's mandate of impartiality.

17           Now, we've also given you evidence. We've given you  
18 examples of contracts, we've given you the CRC contract with  
19 Chase Bank. We've given you other evidence that -- of how  
20 they functioned, basically, at the discretion and direction of  
21 the lender. So, that's it. 107's out the door. They crossed  
22 the line.

23           Look at 107. Look at 107.028. It says that they  
24 cannot be the beneficiary. The trustee cannot be the  
25 beneficiary as a matter of law.



Reason: Bankruptcy Review  
Date on Hold: 4/29/2011

waiting for bk hub to place hold

66.

4/29/2011 **Email BK Hub** Entered by x [REDACTED]  
1:17 PM

From: Xenia [REDACTED]  
Sent: Friday, April 29, 2011 1:17 PM  
To: Qlsbankruptcyhub  
Subject: NV-10-360187-RT | [REDACTED] BK HOLD

Hello,  
Please review message below and place BK Hold:

File Placed On Hold By VENDORScape REFERRALS At Wells Fargo Home  
Mortgage On 04/29/2011.

Hold Reason: Bankruptcy

Start Date: 04/29/2011

Review Date: 06/28/2011

Auto Remove: No

Description: This file is being put on hold due to a chapter 07 bankruptcy,  
filed 042711, case #1116387, filed in NV - MAIN - LAS VEGAS, State NV.  
Please forward your outstanding fees/costs.

67.

4/6/2011 **Hold updated** Entered by s [REDACTED]  
8:07 AM

Awaiting for the Note

68.

3/22/2011 **Hold updated** Entered by s [REDACTED]  
12:25 PM

Copy of Note is needed to continue foreclosure.

69.

3/16/2011 **Substitution Hold dated 12/2/2010 Released by h [REDACTED]**  
4:49 PM Entered by b [REDACTED]

Reason: Substitution  
Date released: 3/16/2011

rcvd

70.

3/4/2011 1:30 PM **Hold updated** Entered by b[REDACTED]

From: Bosten [REDACTED]  
Sent: Friday, March 04, 2011 1:30 PM  
To: 'wellsfargofcl@qualityloan.com'  
Subject: SOT: [REDACTED]

Hello,

Please sign and return the executed document to 2141 5th Ave., San Diego, CA 92101; Attn: New Orders. Thank you.

Thank you,  
Bosten [REDACTED]  
Foreclosure Support Team Lead-(AK/NE/ID/OR/NV)

Phone: 619.645.7711 Ext#: [REDACTED]  
b[REDACTED]@qualityloan.com

**CONFIDENTIALITY NOTICE:** The information contained herein may be privileged and protected by the attorney/client and/or other privilege. It is confidential in nature and intended for use by the intended addressee only. If you are not the intended recipient, you are hereby expressly prohibited from dissemination distribution, copy or any use whatsoever of this transmission and its contents. If you receive this transmission in error, please reply or call the sender and arrangements will be made to retrieve the originals from you at no charge.

71.

2/22/2011 7:01 AM **Note Update** Entered by [REDACTED]

From: John.H. [REDACTED]@wellsfargo.com [mailto:John.H.  
[REDACTED]@wellsfargo.com]  
Sent: Saturday, February 19, 2011 3:49 AM  
To: Jake [REDACTED]  
Subject: RE: 106-[REDACTED]

I've requested for the origination file to be imaged. Usually there is a copy of the note in that file.

From: Jake [REDACTED] [mailto:[REDACTED]@qualityloan.com]  
Sent: Friday, February 18, 2011 7:11 PM  
To: [REDACTED] John  
Subject: 106-[REDACTED]

Hello John --

Can you please assist with providing a copy of the necessary NOTE on this file as it appears that the copy of the NOTE has not been provided to us. Can you confirm the note is not available? Unfortunately, a LNA will not be acceptable for the Nevada mediation. If the note is not available we will have to review other possible options to proceed with the foreclosure, which may include having to proceed with a judicial foreclosure.

Thank you,

Jake [REDACTED]  
Vendor Liaison Specialist  
Quality Loan Service Corp.  
Phone: 619-645-7711 x [REDACTED]  
Email: j[REDACTED]@qualityloan.com  
Fax: [REDACTED]

72.

2/18/2011 4:12 PM SOT Requested Entered by [REDACTED]

From: Jake [REDACTED]  
Sent: Friday, February 18, 2011 4:13 PM  
To: 'sotdoc@wellsfargo.com'  
Subject: 106-[REDACTED]

Please execute and return to :

Quality Loan Service  
Attn: Document Department  
2141 5th Ave  
San Diego, CA 92101

Thank you,

Jake [REDACTED]  
Vendor Liaison Specialist  
Quality Loan Service Corp.  
Phone: 619-645-7711 x [REDACTED]  
Email: [REDACTED]@qualityloan.com  
Fax: [REDACTED]

73.

2/18/2011 F/U note Entered by [REDACTED]  
4:11 PM

From: Jake [REDACTED]  
Sent: Friday, February 18, 2011 4:11 PM  
To: 'John.H.[REDACTED]@wellsfargo.com'  
Subject: 106-[REDACTED]

Hello John --

Can you please assist with providing a copy of the necessary NOTE on this file as it appears that the copy of the NOTE has not been provided to us. Can you confirm the note is not available? Unfortunately, a LNA will not be acceptable for the Nevada mediation. If the note is not available we will have to review other possible options to proceed with the foreclosure, which may include having to proceed with a judicial foreclosure.

Thank you,

Jake [REDACTED]  
Vendor Liaison Specialist

Quality Loan Service Corp.  
Phone: 619-645-7711 x [REDACTED]  
Email: J [REDACTED]@qualityloan.com  
Fax: [REDACTED]

74.

1/21/2011 **F/U Copy of Note** Entered by c [REDACTED]  
8:51 AM

From: Charles [REDACTED]  
Sent: Friday, January 21, 2011 8:51 AM  
To: Wells Fargo FCL; Kelsey [REDACTED]  
Cc: Sareta [REDACTED]  
Subject: Copies of Notes Needed

Hello,

Please provide a copy of the note or an update for each of the files listed below. These notes were requested some time ago but have yet to be received.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NV-10-360187-RT | [REDACTED]  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA

[REDACTED]

Thanks and have a great day,

Charles [REDACTED]  
AB149 Dept./SB Hub Dept.

2141 5th Avenue  
San Diego, CA 92101  
619.645.7711 Ext. [REDACTED]

75.

1/15/2011 12:20 PM **Hold updated** Entered by e [REDACTED]

From: Edith [REDACTED]  
Sent: Saturday, January 15, 2011 12:20 PM  
To: Wells Fargo FCL  
Subject: NV-10-360187-RT | [REDACTED]

Hello,  
Can you please provide the eta on the Executed SOT requested on 10/18/2010. Thank you

Edith [REDACTED]  
Audit Department Lead

72141 5th Avenue, San Diego, CA 92101  
7619-645-7711 ext. [REDACTED] | ?e[REDACTED]@qualityloan.com

76.  
1/6/2011  
9:56 AM

**F/U Copy of Note** Entered by c[REDACTED]

From: Charles [REDACTED]  
Sent: Thursday, January 06, 2011 9:56 AM  
To: Wells Fargo FCL; Kelsey [REDACTED]  
Cc: Sareta [REDACTED]  
Subject: Copies of Note Needed

Hello,

Please provide a copy of the note or an update on the note for each of the files listed below. All of these were requested some time ago but have yet to be provided in Vendorscape or otherwise.

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NV-10-360187-RT | [REDACTED]  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA

[REDACTED]

Thanks and have a great day,

Charles [REDACTED]  
AB149 Dept./SB Hub Dept.

2141 5th Avenue  
San Diego, CA 92101  
619.645.7711 Ext. [REDACTED]

IDS

77.

12/21/2010 **Hold updated** Entered by r [REDACTED]  
2:01 PM

From: Rachel [REDACTED]  
Sent: Tuesday, December 21, 2010 2:01 PM  
To: 'wellsfargofcl@qualityloan.com'  
Subject: TSN NV-10-360187-RT Loan # [REDACTED]

Hello,

I'm writing to follow up on the status of the SOT request sent 10/18/2010. Please sign and return the executed document so that we can continue the foreclosure process.

Thank you,

Rachel N. [REDACTED]  
Support Staff Audit Clerk

72141 5th Avenue, San Diego, CA 92101  
r[REDACTED]@qualityloan.com

78.

12/16/2010 **F/U Copy of Note** Entered by c [REDACTED]  
10:29 AM

From: Charles [REDACTED]  
Sent: Thursday, December 16, 2010 10:28 AM  
To: Wells Fargo FCL; Kelsey [REDACTED]  
Cc: Sareta [REDACTED]  
Subject: Copy of Notes Needed

Hello,

Please provide a note for each of the files listed below. These have been requested before but have yet to be received. Thanks.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
 NV-10-360187-RT | [REDACTED]  
 9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
 1 Property Address  
 FRANK SCINTA

[REDACTED]  
 Thanks and have a great day,

Charles [REDACTED]  
 AB149 Dept./SB Hub Dept.

2141 5th Avenue  
 San Diego, CA 92101  
 619.645.7711 Ext. [REDACTED]

79.

12/15/2010 **File Placed on Hold by s [REDACTED]** Entered by s [REDACTED]  
 2:48 PM

Reason: Missing Docs  
 Date on Hold: 12/15/2010

Copy of Note is needed to continue foreclosure.

80.

12/9/2010 **Hold updated** Entered by c [REDACTED]  
 12:58 PM

f/u email sent to jake a

81.

12/2/2010 **Sale Cancellation** Entered by r [REDACTED]  
 2:19 PM

Sale was cancelled.  
 Sale Cancellation Comment: SOT needed

82.

12/2/2010 **File Placed on Hold by r [REDACTED]** Entered by r [REDACTED]  
 2:16 PM

Reason: Substitution  
Date on Hold: 12/2/2010

SOT needed

83.

11/29/2010 **F/U Copy of Note** Entered by c [REDACTED]  
1:16 PM

From: Charles [REDACTED]  
Sent: Monday, November 29, 2010 12:06 PM  
To: Wells Fargo FCL; Kelsey [REDACTED]  
Cc: Sareta [REDACTED]  
Subject: Copies of Note Needed

Hello,

Please provide copies of the note for each of the files below. These were requested some time ago but have yet to be received. Thank you.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]  
 NV-10-360187-RT | [REDACTED]  
 9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
 1 Property Address  
 FRANK SCINTA

Thanks and have a great day,

Charles [REDACTED]  
 AB149 Dept./SB Hub Dept.

2141 5th Avenue  
 San Diego, CA 92101  
 619.645.7711 Ext. [REDACTED]

84.

11/24/2010 **Certificate Received/Email Client** Entered by s [REDACTED]  
 9:35 AM

Certificate has been received from the FMP to continue foreclosure

85.

11/24/2010 **AB 149 Missing Mediation Certificate Hold Hold dated 6/23/2010**  
 9:34 AM **Released by soun** Entered by s [REDACTED]

Reason: AB 149 Missing Mediation Certificate Hold  
 Date released: 11/24/2010

Mediation Cert of no Mediation Received Date Entered.

86.

11/24/2010 **AB 149 Missing Mediation Certificate Hold Hold dated 6/23/2010**  
 9:34 AM **Released by soun** Entered by s [REDACTED]

Reason: AB 149 Missing Mediation Certificate Hold  
 Date released: 11/24/2010

Mediation Cert of no Mediation Received Date Entered.

87.

11/17/2010 **Note Follow Up** Entered by [REDACTED]  
 10:52 AM

From: Jake [REDACTED]  
Sent: Wednesday, November 17, 2010 10:52 AM  
To: 'John.H.[REDACTED]@wellsfargo.com'  
Subject: 106-[REDACTED] Note needed

Hello John - Can you please assist with providing a copy of the NOTE for this file? It was not received in the referral package. Unfortunately a LNA will not be acceptable for the Nevada mediation. If the Note cannot be provided, foreclosure can proceed Judicially.

Thank you,

Jake [REDACTED]  
Vendor Liaison Specialist  
Quality Loan Service Corp.  
Phone: 619-645-7711 x [REDACTED]  
Email: J[REDACTED]@qualityloan.com  
Fax: [REDACTED]

88.

11/16/2010 Email sent to Americas Servicing Entered by s [REDACTED]  
12:23 PM

From: Sareta [REDACTED]  
Sent: Tuesday, November 16, 2010 12:23 PM  
To: Wells Fargo FCL; Kelsey [REDACTED]  
Cc: Brandi [REDACTED] Jake [REDACTED] Charles [REDACTED]  
Subject: NV-10-360187-RT | [REDACTED]

Hello,

We have been trying to obtain the copy of Note back on May 4, 2010. Be advise that we have received the Nevada Certificate from the Foreclosure Mediation Program to continue foreclosure on 09/07/2010 but without the Note we are unable to proceed. We very much appreciate, if you can provide us a status of the Note or have it produced and provided to continue foreclosure. If the Note cannot be provided, foreclosure can proceed FC Judicially.

NV-10-360187-RT | 1205265644  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA

Thank you,

Sareta [REDACTED]  
AB149 DEPT/SB HUB DEPT.

2141 5th Ave. San Diego, CA 92101  
(619) 645-7711 ext. [REDACTED]  
s[REDACTED]@qualityloan.com

89.

11/16/2010 **File Placed on Hold** by s[REDACTED] Entered by s[REDACTED]  
12:20 PM

Reason: AB 149 Missing Mediation Certificate Hold  
Date on Hold: 6/23/2010

Note is required before proceeding fc

90.

11/16/2010 **Hold updated** Entered by s[REDACTED]  
12:20 PM

Note is required before proceeding fc

91.

11/16/2010 **Hold updated** Entered by s[REDACTED]  
12:19 PM

Note is required before proceeding fc

92.

11/16/2010 **AB 149 Missing Mediation Certificate Hold Hold dated 6/23/2010**  
12:18 PM **Released by** s[REDACTED] Entered by s[REDACTED]

Reason: AB 149 Missing Mediation Certificate Hold  
Date released: 11/16/2010

Mediation Cert of no Mediation Received Date Entered.

93.

11/16/2010 **AB 149 Missing Mediation Certificate Hold Hold dated 6/23/2010**  
12:18 PM **Released by** s[REDACTED] Entered by s[REDACTED]

Reason: AB 149 Missing Mediation Certificate Hold  
Date released: 11/16/2010

Mediation Cert of no Mediation Received Date Entered.

94.

11/11/2010 F/U Copy of Note Entered by c [REDACTED]  
10:39 AM

From: Charles [REDACTED]  
Sent: Thursday, November 11, 2010 9:40 AM  
To: Wells Fargo FCL; Kelsey [REDACTED]  
Cc: Sareta [REDACTED]  
Subject: Copies of Notes Needed

Hello,

Please provide copies of the note for each of the files listed below. These were requested some time ago but have yet to be received. Thanks.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NV-10-360187-RT | [REDACTED]  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA

[REDACTED]

Thanks and have a great day,

Charles [REDACTED]  
AB149 Dept./SB Hub Dept.

2141 5th Avenue  
San Diego, CA 92101  
619.645.7711 Ext. [REDACTED]

95.

11/2/2010 Renter called for sale infor Entered by m [REDACTED]  
12:34 PM

told her file in redemption period

96.

10/22/2010 F/U Copy of Note Entered by c [REDACTED]  
11:21 AM

From: Charles [REDACTED]  
Sent: Friday, October 22, 2010 11:14 AM  
To: Wells Fargo FCL; Kelsey [REDACTED]  
Cc: Sareta [REDACTED]  
Subject: Overdue Copy of Note

Hello,

Please provide copies of the note for each of the files listed below. These were requested a week ago or more and are overdue.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NV-10-360187-RT | [REDACTED]  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA

[REDACTED]

Thanks and have a great day,

Charles [REDACTED]  
AB149 Dept./SB Hub Dept.

2141 5th Avenue  
San Diego, CA 92101  
619.645.7711 Ext. [REDACTED]

97.

10/21/2010 **Hold updated** Entered by s [REDACTED]  
10:03 AM

AB149 Missing Mediation Certificate needed

98.

10/20/2010 **SOT sent for execution** Entered by m [REDACTED]  
1:55 PM

From: Mae [REDACTED]  
Sent: Wednesday, October 20, 2010 1:53 PM  
To: 'SOTDOC@wellsfargo.com'  
Subject: 106-[REDACTED]

Please execute and return to :

Quality Loan Service  
Attn: Document Department  
2141 5th Ave  
San Diego, CA 92101

Mae D. [REDACTED]  
Foreclosure Vendor Liaison Assistant  
ph: (619) 645-7711 ext [REDACTED]  
email: m [REDACTED]@qualityloan.com



99.

10/6/2010 **Hold updated** Entered by s [REDACTED]  
8:55 AM

AB149 Missing Mediation Certificate needed

100.

9/17/2010 **Missing Note/Certificate Received** Entered by s [REDACTED]  
2:53 PM

Note is required to proceed foreclosure. If the Note cannot be provided or produced, file will have to proceed FC Judicially.

101.

9/15/2010 **Email Sent to Brandi [REDACTED] of NV Certificate** Entered by s [REDACTED]  
9:58 AM

From: Sareta [REDACTED]

Sent: Wednesday, September 15, 2010 9:58 AM

To: Brandi [REDACTED]

Cc: Charles [REDACTED]

Subject: Americas Servicing: NV-10-360187-RT | [REDACTED]

Hello Brandi,

We have received the Certificate for this loan but copy of the Note has not been provided prior to the time line. What will be our next step.

NV-10-360187-RT | [REDACTED]  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA

Thank you,

Sareta [REDACTED]

AB149 DEPT/SB HUB DEPT.

2141 5th Ave. San Diego, CA 92101  
(619) 645-7711 ext. [REDACTED]  
s[REDACTED]@qualityloan.com

102.

9/1/2010  
11:17 AM

**Hold updated** Entered by b [REDACTED]

AB149 Missing Mediation Certificate needed

103.

8/20/2010  
11:11 AM

**F/U Copy of Note** Entered by c [REDACTED]

From: Charles [REDACTED]  
Sent: Friday, August 20, 2010 11:11 AM  
To: Wells Fargo FCL; Jake [REDACTED]  
Cc: Michael [REDACTED]  
Subject: Overdue Copies of Note

Hello,

At your earliest convenience, please have the notes for each of these files re-requested. Thanks.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NV-10-360187-RT | [REDACTED]  
 9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
 1 Property Address  
 FRANK SCINTA

[REDACTED]

Thanks and have a great day,

Charles [REDACTED]  
 AB149 Dept./SB Hub Dept.

2141 5th Avenue  
 San Diego, CA 92101  
 619.645.7711 Ext. [REDACTED]

104.  
 8/16/2010 tcf- tenant Entered by e [REDACTED]  
 12:44 PM  
 informed no sale date at this time.

105.  
 8/10/2010 Hold updated Entered by c [REDACTED]  
 4:28 PM  
 AB149 Missing Mediation Certificate needed

106.

8/3/2010  
6:18 PM**Escalated doc request to client mangement**

Entered by b [REDACTED]

From: John.H. [REDACTED]@wellsfargo.com [mailto:John.H.  
[REDACTED]@wellsfargo.com]  
Sent: Tuesday, August 03, 2010 5:23 AM  
To: Brandi [REDACTED]  
Cc: Tressa.L. [REDACTED]@wellsfargo.com  
Subject: RE: Client code 106/ loan # [REDACTED]

Tressa,

Please request this file today.

From: Brandi [REDACTED] [mailto:b[REDACTED]@qualityloan.com]  
Sent: Monday, August 02, 2010 9:11 PM  
To: [REDACTED] John  
Subject: Client code 106/ loan # [REDACTED]

Hello John

Can you please assist with providing a copy of the necessary NOTE on this file, it appears that the copy of the NOTE was not received in the referral package. We have completed the log codes and required MSP steps. However, it appears that the NOTE might not be available. Unfortunately, a LNA will not be acceptable for the Nevada mediation.

Any assistance that you can provide would be greatly appreciated.

Thanks

Brandi

Brandi [REDACTED]

Special Projects Manager

2141 5th Avenue  
San Diego, CA 92101  
Phone: (619) 645-7711 Ext. [REDACTED]

107.

8/3/2010  
4:15 PM**Message sent via Vendorscape regarding the AB149 Certificate**

Entered by m [REDACTED]

Notified client via message in VS regarding the need for the AB149 Certificate from the NV Mediator to proceed with foreclosure.

IDS

108.

7/30/2010 F/U Copy of Note Entered by c [REDACTED]  
2:06 PM

From: Charles [REDACTED]  
Sent: Friday, July 30, 2010 2:06 PM  
To: Wells Fargo FCL; Jake [REDACTED]  
Cc: Michael [REDACTED]  
Subject: Overdue Copy of Notes

Hello,

Please have these overdue notes re-requested and provide an update at your earliest convenience.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NV-10-360187-RT | [REDACTED]  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA

[REDACTED]

Thanks and have a great day,

Charles [REDACTED]  
AB149 Dept./SB Hub Dept.

2141 5th Avenue  
San Diego, CA 92101  
619.645.7711 Ext. [REDACTED]

109.

7/27/2010 1:06 PM **Hold updated** Entered by k [REDACTED]

AB149 Missing Mediation Certificate needed

110.

7/7/2010 11:30 AM **F/U Copy of Note** Entered by c [REDACTED]

From: Charles [REDACTED]  
Sent: Wednesday, July 07, 2010 11:03 AM  
To: Wells Fargo FCL; Jake [REDACTED]  
Cc: Michael [REDACTED]  
Subject: Overdue Copy of Note Needed

Hello,

Please have a copy of the note requested for each of the files listed below.  
The first one is a fairly new file, but the rest are overdue. Thanks!

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NV-10-360187-RT | [REDACTED]  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA

[REDACTED]

Thanks and have a great day,

Charles [REDACTED]  
AB149 Dept./SB Hub Dept.

2141 5th Avenue  
San Diego, CA 92101

619.645.7711 Ext. [REDACTED]

111.

6/28/2010

11:42 AM

**F/U Copy of Note**

Entered by c [REDACTED]

From: Charles [REDACTED]

Sent: Monday, June 28, 2010 11:42 AM

To: Wells Fargo FCL; Jake [REDACTED]

Cc: Sareta [REDACTED]

Subject: Copy of Note Needed

Hello,

The files listed below were referred more than a month ago and are still missing the copy of the note. Please have the notes re-requested in Vendorscape for these files at your earliest convenience.

[REDACTED]

NV-10-360187-RT | [REDACTED]  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Thanks and have a great day,

Charles [REDACTED]  
AB149 Dept./SB Hub Dept.

2141 5th Avenue  
San Diego, CA 92101  
619.645.7711 Ext. [REDACTED]

112.  
6/23/2010 3:06 PM **File Placed on Hold by s [REDACTED] Entered by s [REDACTED]**

Reason: AB 149 Missing Mediation Certificate Hold  
Date on Hold: 6/23/2010

AB149 Missing Mediation Certificate needed

113.  
5/24/2010 2:50 PM **Assignment sent for execution Entered by j [REDACTED]**

From: Jake [REDACTED]  
Sent: Monday, May 24, 2010 2:50 PM  
To: 'Foreclosure.AssignmentMailbox@wellsfargo.com'  
Subject: 106-[REDACTED] MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS INC., AS NOMINEE FOR MERIDIAS CAPITAL --> Wachovia Bank,  
National Association

Please execute and return to :

Quality Loan Service  
Attn: Document Department  
2141 5th Ave  
San Diego, CA 92101

Thank you,

Jake [REDACTED]  
Vendor Liaison Assistant  
Quality Loan Service Corp.  
Phone: 619-645-7711 x [REDACTED]  
Email: J[REDACTED]@qualityloan.com  
Fax: [REDACTED]

114.  
5/24/2010 2:45 PM **ASSN 1 REQUESTED** Entered by E [REDACTED]  
MERS to Wachovia

115.  
5/17/2010 11:19 AM **Super Lien Filed** Entered by T [REDACTED]  
Super Lien reflected on TSG

116.  
5/17/2010 11:19 AM **ReviewTSG** Entered by T [REDACTED]

Parcel/APN 1: 176-06-612-007

Title is: Clear

Subject Dot in: 1st position

Tax Information

Assignment: Yes

One month mailings: No

117.

5/14/2010 **Copy of Note/Client Message in V.S** Entered by s [REDACTED]  
8:04 AM

From: Jake [REDACTED] (McCarthy & Holthus, LLP)  
To: McCarthy Processor (Wells Fargo Home Mortgage)  
Sent: 05/11/2010 11:20 AM  
Borrower: FRANK SCINTA Property State: NEVADA  
Loan#: [REDACTED] Ref#: NV-10-360187-RT  
Subject: NOTRRP

NOTE not received in referral package

118.

5/13/2010 **Document Control Complete** Entered by [REDACTED]  
10:15 AM

Completed By: Lola [REDACTED]  
On: 5/13/2010

119.

5/12/2010 **Copy of Note/Client V.S Message** Entered by s [REDACTED]  
8:47 AM

From: Jake [REDACTED] (McCarthy & Holthus, LLP)  
To: McCarthy Processor (Wells Fargo Home Mortgage)  
Sent: 05/11/2010 11:20 AM  
Borrower: FRANK SCINTA Property State: NEVADA  
Loan#: [REDACTED] Ref#: NV-10-360187-RT  
Subject: NOTRRP

NOTE not received in referral package

120.

5/10/2010 **Audit Complete** Entered by M [REDACTED]  
9:18 PM

121.

5/10/2010 **Request Copy of Note/Email Client** Entered by s [REDACTED]  
7:57 AM

Email client contact to request copy of Note in V.S due to note has not been received since five day from referral date.

122.

5/6/2010 **TCF- Tenant** Entered by a [REDACTED]  
5:03 PM

Inq. about file status. I informed file is on a redemption period for 90 days.

123.

5/6/2010 **Foreclose in the name of?** Entered by k [REDACTED]  
4:14 PM

raised issue in vendorscape

124.

5/4/2010 **Request Copy of Note** Entered by c [REDACTED]  
4:10 PM

From: Charles [REDACTED]  
Sent: Tuesday, May 04, 2010 4:07 PM  
To: Wells Fargo FCL  
Cc: Sareta [REDACTED]  
Subject: Copy of Note Needed

Hello,

Please have the copy of the note requested through Vendorscape for the files below at your earliest convenience. Thanks and have a great day!

[REDACTED]

NV-10-360187-RT | [REDACTED]  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA

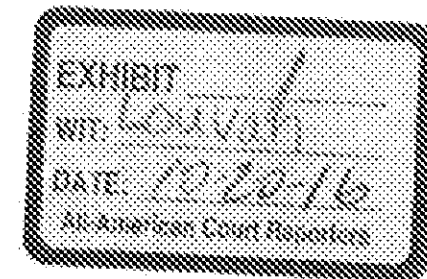
Thank you,

Charles [REDACTED]  
SB Hub Dept.

2141 5th Avenue  
San Diego, CA 92101  
619.645.7711 Ext. [REDACTED]

**EXHIBIT “FF”**

1 Nicholas A. Boylan, Esq.  
2 Nevada Bar No. 5878  
3 **LAW OFFICE OF NICHOLAS A. BOYLAN, APC**  
4 444 West "C" Street, Suite 405  
5 San Diego, CA 92101  
6 Phone: (619) 696-6344  
7 Fax: (619) 696-0478  
8 [nablawfirm@gmail.com](mailto:nablawfirm@gmail.com)



6 Shawn Christopher, Esq.  
7 Nevada Bar No. 6252  
8 **CHRISTOPHER LEGAL GROUP**  
9 2520 Saint Rose Parkway, Suite 316  
10 Henderson, NV 89074  
11 Phone: (702) 737-3125  
12 Fax: (702) 458-5412  
13 [sc@christopherlegal.com](mailto:sc@christopherlegal.com)

14 Attorneys for Plaintiffs, except for Antoinette Gill

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 JEFFREY BENKO, a Nevada resident;  
18 CAMILO MARTINEZ, a California  
19 resident;  
20 ANA MARTINEZ, a California resident;  
21 FRANK SCINTA, a Nevada resident;  
22 JACQUELINE SCINTA, a Nevada  
23 resident; SUSAN HJORTH, a Nevada  
24 resident; RAYMOND SANSOTA, a Ohio  
25 resident; FRANCINE SANSOTA, a Ohio  
26 resident;  
27 SANDRA KUHN, a Nevada resident;  
28 JESUS GOMEZ, a Nevada resident;  
SILVIA GOMEZ, a Nevada resident;  
DONNA HERRERA, a Nevada resident;  
ANTOINETTE GILL, a Nevada resident;  
JESSE HENNIGAN, a Nevada resident;  
KIM MOORE, a Nevada resident;  
THOMAS MOORE, a Nevada resident;  
SUSAN KALLEN, a Nevada resident;  
ROBERT MANDARICH, a Nevada  
resident, JAMES NICO, a Nevada resident  
and PATRICIA TAGLIAMONTE, a

CASE NO: A-11-649857-C

Dept. 29

**NOTICE OF TAKING THE  
DEPOSITION OF DEFENDANT  
QUALITY LOAN SERVICE  
CORPORATION PURSUANT TO  
NEVADA RULE OF CIVIL  
PROCEDURE 30(b)(6)**

Date: October 20, 2016

Time: 10:00 a.m.

Location: CHRISTOPHER LEGAL  
GROUP, 2520 Saint Rose Parkway,  
Suite 316, Henderson, NV 89074

NOTICE OF TAKING THE DEPOSITION OF DEFENDANT QUALITY LOAN SERVICE CORPORATION  
PURSUANT TO NRCP 30(B)(6)

1 Nevada resident

2 Plaintiffs,

3 v.

4 QUALITY LOAN SERVICE  
5 CORPORATION, a California  
6 Corporation; MTC FINANCIAL, INC.  
7 dba TRUSTEE CORPS, a California  
8 Corporation; MERIDIAN  
9 FORECLOSURE SERVICE, a California  
10 and Nevada Corporation dba MTDS, Inc.,  
11 dba MERIDIAN TRUST DEED  
12 SERVICE; NATIONAL DEFAULT  
13 SERVICING CORPORATION, a Arizona  
14 Corporation; CALIFORNIA  
15 RECONVEYANCE COMPANY, a  
16 California Corporation; and DOES 1  
17 through 100, inclusive,

18 Defendants.

19  
20 TO: Defendant QUALITY LOAN SERVICE CORPORATION, and its attorneys  
21 of record, Kristen Schuler-Hintz, Melissa Robbins Coutts, Esq. with McCarthy &  
22 Holthus.

23 PLEASE TAKE NOTICE that pursuant to Nevada Rule of Civil Procedure  
24 (30)(b)(6), Plaintiffs will take the deposition of Defendant Quality Loan Service  
25 Corporation on Thursday, October 20, 2016, at 10:00 a.m. at the office of  
26 Christopher Legal Group, 2520 Saint Rose Parkway, Suite 316, Henderson, NV  
27 89074, upon oral examination, pursuant to Rules 26 and 30 of the Nevada Rules of  
28 Civil Procedure, before a notary public, or before some other officer authorized by  
law to administer oaths in the State of Nevada, in compliance with Rule 28 of the  
Nevada Rules of Civil Procedure. The examination of the above-named deponent



1 will continue from day to day until completed. You are invited to attend and cross-  
2 examine.

3 The deposition shall be videotaped and taken stenographically before a  
4 certified shorthand reporter or other officer duly authorized to administer oaths in the  
5 State of Nevada, in compliance with Rule 28 of the Nevada Rules of Civil Procedure.  
6 Neither Plaintiffs nor their counsel will provide to any parties, or their counsel,  
7 technological equipment within which to receive the instant visual display of the  
8 testimony.

### 9 DEFINITIONS

- 10 1. "ESI" As used herein, the term "ESI" means "electronically stored  
11 information", and shall include, without limitation, any information,  
12 including files, documents, images, video, metadata or any combination  
13 thereof stored, created, or used on any electronic storage device, disk  
14 tape (including backup tapes and other backup media), or other  
15 computer or digital storage medium, microfilm, microfiche, floppy, or  
16 any other storage or recording medium. ESI includes without limitation  
17 electronic mail messages, voice mail messages, instant messaging or IM,  
18 text messages, information stored on web pages or web servers, and  
19 database records.
- 20 2. The phrases "named PLAINTIFF" and "named PLAINTIFFS" refer to  
21 named Plaintiffs in this matter, *Benko v. Quality Loan Service*  
22 *Corporation et al.*, Case No. A-11-649857-C, with claims against  
23 Defendant Quality Loan Service Corporation. These are Jeffrey Benko,  
24 Susan Hjorth Camilo Martinez, Ana Martinez, Frank Scinta, Jacqueline  
25 Scinta, and Patricia Tagliamonte.

3. The term "and" as well as "or" shall be construed to be used conjunctively or disjunctively; the words, "each," "every," "any" and "all" shall be construed to include each other; and the singular shall be deemed to include the plural and vice versa, all as necessary to bring within the scope all documents which otherwise might be construed to be outside its scope.

4. As used herein, the terms "YOU," "YOUR," means Quality Loan Corporation as well as its employees, affiliates and representatives, and any other PERSON acting on its behalf.

5. The terms "PERSON" or "PERSONS" shall include a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

**YOUR testimony is requested on the following categories:**

1. YOUR databases which contain relevant information to all Phase I discovery, including content of the databases, access of the databases, report capabilities of the databases, search capabilities of the database, available fields of the databases, correspondence and/or telephone logs, back-up systems for the database, retention capability, actions taken to preserve the data when the lawsuit was filed in 2011, and actions to comply with applicable law regarding ESI retention and preservation.

2. YOUR databases which contain information regarding default services in Nevada, including content of the databases, access of the databases, report capabilities of the databases, search capabilities of the database, available fields of the databases, correspondence and/or telephone logs, back-up systems for the database, retention capability, actions taken to preserve the data when the lawsuit was filed in 2011, and actions to comply with applicable law regarding ESI retention and

1 preservation.

2 3. Supervision of any or all employees who have made telephone contacts,  
3 originating or receiving calls, with debtors located in the State of Nevada, for the  
4 years 2007 to the present.

5 4. Location and content of telephone bills, from 2007 to the present, for  
6 telephone providers (whether AT&T, Sprint, etc.), and which include or reflect  
7 telephone calls made to and/or received from debtors located in the State of Nevada.

8 5. The names, last known addresses and/or telephone numbers of current  
9 and former employees whose work included making and/or receiving telephone calls  
10 with debtors located in the State of Nevada, for the year 2007 to the present.

11 6. All activities, policies and practices, and the number of files which  
12 involved any telephonic discussion with Nevada debtors in default regarding loan  
13 reinstatement.

14 7. All activities, policies and practices, and the number of files which  
15 involved any telephonic discussion with Nevada debtors in default regarding loan  
16 pay-off.

17 8. All activities, policies and practices, and the number of files which  
18 involved any telephonic discussion with Nevada debtors in default regarding loan  
19 modification.

20 9. All activities, policies and practices, and the number of files which  
21 involved any telephonic discussion with Nevada debtors in default regarding debt  
22 validation.

23 10. All activities, policies and practices, and the number of files regarding  
24 the receipt, handling, deposit and/or forwarding to the lender of any loan payments  
25 received by QLS.

1 11. All contracts between Lenders and QLS for default-related services in  
2 Nevada, 2007 -- 2012.

3 12. The organizational chart for the managers, supervisors, administrators  
4 and employees of QLS, involved with Nevada work, during each of the years 2007 to  
5 2012.

6 13. All activities, policies, procedures and practices of QLS, during the  
7 years 2007 to present, with respect to the receipt, handling, deposit and/or forwarding  
8 to lenders of any payments on defaulted loans received by QLS from Nevada debtors.

9 14. All activities, policies, practices and procedures with respect to written  
10 notices, correspondence and communication with Nevada debtors, including without  
11 limitation, any forms, templates or examples of any and all written notices,  
12 communications and correspondence.

13 Dated: October 13, 2016 LAW OFFICE OF NICHOLAS A. BOYLAN,  
14 APC

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

## CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Law Office of Nicholas A. Boylan, APC, and that on October 13, 2016, I served a true and correct copy of the foregoing:

- NOTICE OF TAKING THE DEPOSITION OF DEFENDANT QUALITY LOAN SERVICE CORPORATION PURSUANT TO NEVADA RULE OF CIVIL PROCEDURE 30(b)(6)
- NOTICE OF TAKING THE DEPOSITION OF DEFENDANT NATIONAL DEFAULT SERVICING CORPORATION PURSUANT TO NEVADA RULE OF CIVIL PROCEDURE 30(b)(6)

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

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

Represents: QUALITY LOAN SERVICE CORP. et al

---

Richard J. Reynolds, Esq.  
Nevada State Bar No. 11864  
Burke, Williams & Sorrenson, LLP  
1851 East First Street, Suite 1550  
Santa Ana, California 92705  
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An Employee of Nicholas A. Boylan

**EXHIBIT “GG”**

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

JEFFREY BENKO, A NEVADA  
RESIDENT; ET AL.,  
Appellants,  
v.  
QUALITY LOAN SERVICE  
CORPORATION, A CALIFORNIA  
CORPORATION; ET AL.,  
Respondents

Supreme Court No. 73484

District Court Case No. A-11-619857  
Electronically Filed  
Mar 01 2018 10:30 a.m.  
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**APPELLANTS' APPENDIX**

**VOLUME 23**

**Appeal from Eighth Judicial District Court  
Clark County, Nevada**

**The Honorable William Kephart**

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

## CHRONOLOGICAL INDEX

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

## CHRONOLOGICAL INDEX

07/05/17	PLAINTIFFS' NOTICE OF APPEAL OF COURT'S ORDER OF JUNE 7, 2017	23	AA005659- AA005665
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record yet or are we able to pull so we can correct and proceed? If we can't pull this would it be a start over? Please advice thank you

Edith [REDACTED]  
Support Staff Audit Clerk

[REDACTED]  
?(619) 645-7711 ext. [REDACTED] [REDACTED]@qualityloan.com

53.  
9/12/2008  
10:29 AM

THE 1ST BENE CHECK ESCALATION EMAIL HAS BEEN  
SENT. Entered by ?????

1ST BENE CHECK ESCALATION

The Bene Check information for this file has not been updated in IDS as of the time this notice was generated.

The below Open Order Request information was transmitted to your office 2 HOURS AGO.

Please update IDS with the requested information immediately or if you are unable to comply with this request for any reason please contact this office.

Quality Loan Services Corp.  
OPEN ORDER REQUEST

File#: NV-08-199628-TD  
Client Name: Nationstar  
Loan Account Number: [REDACTED]

Borrower First: CAMILO  
Borrower Middle:  
Borrower Last: MARTINEZ  
Borrower SSN: [REDACTED]  
Original Note Amount: 280180.00  
Deed Of Trust Dated: 3/2/2006  
Unpaid Principal Balance: 279450.90  
Order Type: TSG  
Address 1: 3305 GREEN ICE AVENUE  
Address 2:  
Address 3:  
City: NORTH LAS VEGAS  
County: UNKNOWN  
State: NV  
Zip: 89081

THIS MESSAGE WAS AUTO GENERATED BY Quality Loan Service  
Corp.'s ID Solution System

Email Sent To: Dominic [REDACTED] ([REDACTED]@firstsm.com), Mirelle [REDACTED] ([REDACTED]@firstsm.com), Cindy [REDACTED] ([REDACTED]@firstsm.com), Julianne [REDACTED] ([REDACTED]@qualityloan.com)

54.

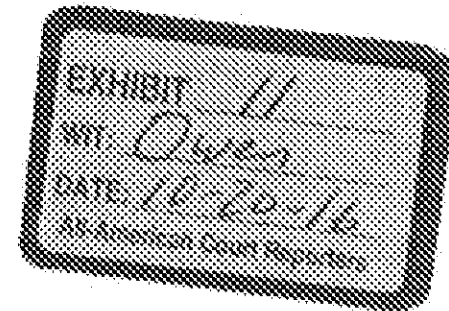
9/12/2008 breach expired Entered by [REDACTED]  
9:35 AM

You must pay the full amount of the default on this loan by the thirty-fifth (35th) day from the date of this letter which is 09/11/2008 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter).\*/\*

**EXHIBIT “EE”**



**NV-10-360187-RT | [REDACTED]**  
**SCINTA**  
**9660 BROOKS LK AVE, LAS VEGAS, NV, 89148**



1. 3/5/2012  
 10:27 AM File Closed by v [REDACTED] Entered by v [REDACTED]

Reason: Sold Third Party  
 Close Date: 3/5/2012

No Surplus

2.  
 2/26/2012 Pre-Sale Audit Entered by v [REDACTED]  
 7:05 AM

Pending Date down

3.  
 2/24/2012 TCF CLIENT Entered by e [REDACTED]  
 9:37 AM

wanted to know if we are clear for sale.. Ia dvised we have all AOM.s and  
 title is clear

4.  
 2/22/2012 10.02 Recieved Entered by f [REDACTED]  
 2:55 PM

Borrower eligible for Home Affordable Modification?: No

Entered By: Brett [REDACTED] 2/22/2012 11:27:00 AM

HAMP solicitation with a "reasonable effort" without contact from  
 borrower?: No

Entered By: Brett [REDACTED] 2/22/2012 11:27:00 AM

Established contact and solicited with a "reasonable effort" but borrower  
 failed to respond?: No

Entered By: Brett [REDACTED] 2/22/2012 11:27:00 AM

Hamp Trial Modification offered to borrower but failed to make payments?:  
No

Entered By: Brett [REDACTED] 2/22/2012 11:27:00 AM

---

Borrower states that they are not interested in HAMP program?: No

Entered By: Brett [REDACTED] 2/22/2012 11:27:00 AM

---

Comments: DD - Not Primary Residence

Entered By: Brett [REDACTED] 2/22/2012 11:27:00 AM

---

5.

2/22/2012  
12:54 PM

**Bid Summary Approved** Entered by n [REDACTED]

LOAN NUMBER: [REDACTED]

SALE DATE: 02/27/12

TOTAL DEBT: 167484.96

BID TYPE: specified

BID AMOUNT: \$90,000.00

6.

2/21/2012  
9:15 AM

**Vesting Discrepancy between IDS and Bid, email sent to FC state team** Entered by t [REDACTED]

TSN NV-10-360187-RT Loan # [REDACTED]

Please be advised there is no current vesting information under DEED OF TRUST  
request assignmnet it needed.

Thank you

Tracy [REDACTED]  
Bid Unit

7.  
2/21/2012 **bid summary** Entered by [REDACTED]  
9:12 AM

LOAN NUMBER: [REDACTED]

SALE DATE: 02/27/12

TOTAL DEBT: 167484.96

BID TYPE: specified

BID AMOUNT: \$90,000.00

8.  
2/10/2012 **CLIENT CONTACT** Entered by [REDACTED]  
4:20 PM

From: Brett [REDACTED] [mailto:brett.[REDACTED]@pnmac.com]

Sent: Friday, February 10, 2012 3:59 PM

To: Erika [REDACTED]

Subject: Re: Loan # [REDACTED] Sale Date 2/27/12 \*\*Need status of file\*\*

Thank you Erika. Please email me directly if there are any issues with the upcoming sale. Have a good weekend!

On Fri, Feb 10, 2012 at 3:48 PM, Erika [REDACTED] wrote:

Hi Brett

So far it looks like we are okay, However this file is still pending a pre-sale audit.

Erika G [REDACTED]

Trustee Sale Officer

Error! Filename not specified.

?2141 5th Avenue San Diego, CA 92101

? [REDACTED]  
?Unit [REDACTED]  
?e [REDACTED]@qualityloan.com

Your feedback is warmly welcomed and greatly appreciated! Please feel free to send us your suggestions, comments, and/or concerns to QLSFeedback@qualityloan.com

From: Brett [REDACTED] [mailto:brett.[REDACTED]@pnmac.com]  
Sent: Friday, February 10, 2012 9:03 AM  
To: Erika [REDACTED]  
Subject: Loan # [REDACTED] Sale Date 2/27/12 \*\*Need status of file\*\*

Hi Erika,

Can you advise if we are ok to proceed with the 2/27/12 sale date? I want to ensure there are no missing docs or title issues which could prevent this property from going to sale.

Thanks.

---  
Brett [REDACTED]  
Default Specialist III  
PennyMac Loan Services, LLC  
[REDACTED] (direct)  
[REDACTED] (fax)  
Brett.[REDACTED]@pnmac.com

9. 2/9/2012 12:22 PM **MERS Milestones Received** Entered by e [REDACTED]  
Uploaded into View Docs

10.  
1/27/2012 8:30 AM **Sale Postponed** Entered by v [REDACTED]

IRS lien on title report for sale. Cannot proceed without Mailing.

11.

1/24/2012 **BID SUMMARY** Entered by r [REDACTED]  
6:15 AM

LOAN NUMBER: [REDACTED]  
SALE DATE: 1/27/2012  
TOTAL DEBT: 166324.35  
BID TYPE: TOTAL DEBT  
BID AMOUNT: 166324.35

12.

1/20/2012 **10.02 Recieved** Entered by [REDACTED]  
2:47 PM

Borrower eligible for Home Affordable Modification?: No

Entered By: Brett [REDACTED] 1/20/2012 1:19:00 PM

---

HAMP solicitation with a "reasonable effort" without contact from borrower?: No

Entered By: Brett [REDACTED] 1/20/2012 1:19:00 PM

---

Established contact and solicited with a "reasonable effort" but borrower failed to respond?: No

Entered By: Brett [REDACTED] 1/20/2012 1:19:00 PM

---

Hamp Trial Modification offered to borrower but failed to make payments?: No

Entered By: Brett [REDACTED] 1/20/2012 1:19:00 PM

---

Borrower states that they are not interested in HAMP program?: No

Entered By: Brett [REDACTED] 1/20/2012 1:19:00 PM

---

Comments: DD - Not Primary Residence

Entered By: Brett [REDACTED] 1/20/2012 1:19:00 PM

13.

1/20/2012  
11:01 AM

**AOM tracking** Entered by v [REDACTED]

From: Diana [REDACTED] [mailto:diana.[REDACTED]@pnmac.com]  
Sent: Friday, January 20, 2012 10:57 AM  
To: Valerie [REDACTED]  
Subject: Re: \*\*URGENT SALE TODAY 10AM\*\* NV-10-360187-RT |  
[REDACTED]

FedEx # 793138620159

14.

1/20/2012  
7:48 AM

**RESPONSE FROM CLIENT** Entered by v [REDACTED]

From: Brett [REDACTED] [mailto:brett.[REDACTED]@pnmac.com]  
Sent: Friday, January 20, 2012 7:45 AM  
To: Valerie [REDACTED]  
Cc: Ali [REDACTED] Felipe [REDACTED] Diana [REDACTED] fc@pnmac.com;  
Foreclosures Sales; Javier [REDACTED]  
Subject: Re: \*\*URGENT SALE TODAY 10AM\*\* NV-10-360187-RT |  
[REDACTED]

Valerie,

Can you send me the document which needs to be executed via email and I'll make sure it gets handled asap today?

Thanks.

On Fri, Jan 20, 2012 at 7:40 AM, Valerie [REDACTED] wrote:  
Since the sale was yesterday and I never received a response I had to postpone, but the new sale date is 1/27/2012 which is next Friday

Thank You,

Valerie [REDACTED]

Assistant Trustee Sale Officer

Phone: (619) 645-7711 ext. [REDACTED]

Fax: [REDACTED]

Your feedback is warmly welcomed and greatly appreciated! Please feel free to send us your suggestions, comments, and/or concerns to [QLSFeedback@qualityloan.com](mailto:QLSFeedback@qualityloan.com)

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From: Ali [REDACTED] [mailto:ali.[REDACTED]@pnmac.com]

Sent: Thursday, January 19, 2012 6:26 PM

To: Valerie [REDACTED] Brett [REDACTED]

Cc: Felipe [REDACTED] Diana [REDACTED] fc@pnmac.com; Foreclosures Sales; Javier [REDACTED]

Subject: Re: \*\*URGENT SALE TODAY 10AM\*\* NV-10-360187-RT | [REDACTED]

Brett/Diana,  
Have we gotten this Assignment out?

Valerie if postponement is needed, please do not postpone until next month. We will need to resolve this and sale to be held this month.

Thank you.

15.

1/20/2012 7:48 AM **EMAIL TO DOCS** Entered by v [REDACTED]

From: Valerie [REDACTED]  
 Sent: Friday, January 20, 2012 7:48 AM  
 To: Bianca [REDACTED] 'Brett [REDACTED]  
 Cc: Ali [REDACTED] Felipe [REDACTED] Diana [REDACTED] fc@pnmac.com;  
 Foreclosures Sales; Javier [REDACTED]  
 Subject: RE: \*\*URGENT SALE TODAY 10AM\*\* NV-10-360187-RT |  
 [REDACTED]

Bianca,

Can you please send Brett the AOM so we can get this executed?

Thank You,

Valerie [REDACTED]  
 Assistant Trustee Sale Officer  
 Phone: (619) 645-7711 ext. [REDACTED]  
 Fax: ([REDACTED])  
 Your feedback is warmly welcomed and greatly appreciated! Please feel  
 free to send us your suggestions, comments, and/or concerns to  
 QLSFeedback@qualityloan.com

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 privileged and protected by the attorney/client and/or other privilege. It is  
 confidential in nature and intended for use by the intended addressee  
 only. If you are not the intended recipient, you are hereby expressly  
 prohibited from dissemination distribution, copy or any use whatsoever of  
 this transmission and its contents. If you receive this transmission in error,  
 please reply or call the sender and arrangements will be made to retrieve  
 the originals from you at no charge.

From: Brett [REDACTED] [mailto:brett.[REDACTED]@pnmac.com]  
 Sent: Friday, January 20, 2012 7:45 AM  
 To: Valerie [REDACTED]  
 Cc: Ali [REDACTED] Felipe [REDACTED] Diana [REDACTED] fc@pnmac.com;  
 Foreclosures Sales; Javier [REDACTED]  
 Subject: Re: \*\*URGENT SALE TODAY 10AM\*\* NV-10-360187-RT |  
 [REDACTED]

Valerie,

Can you send me the document which needs to be executed via email and



I'll make sure it gets handled asap today?

Thanks.

16.

1/19/2012 **Sale Postponed** Entered by v [REDACTED]  
10:38 AM

No response from client cannot proceed without AOM.

17.

1/19/2012 **F/U WITH CLIENT** Entered by v [REDACTED]  
10:08 AM

From: Valerie [REDACTED]  
Sent: Thursday, January 19, 2012 10:07 AM  
To: 'Felipe [REDACTED]' 'Ali [REDACTED]'  
Cc: 'Diana [REDACTED]' 'fc@pnmac.com'; 'Foreclosures Sales'  
Subject: RE: \*\*URGENT SALE TODAY 10AM\*\* NV-10-360187-RT |  
[REDACTED]  
Importance: High

Hello,

Can you please advise on the below?

Thank You,

Valerie [REDACTED]  
Assistant Trustee Sale Officer  
Phone: (619) 645-7711 ext. [REDACTED]  
Fax: [REDACTED]

Your feedback is warmly welcomed and greatly appreciated! Please feel free to send us your suggestions, comments, and/or concerns to [QLSFeedback@qualityloan.com](mailto:QLSFeedback@qualityloan.com)

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From: Valerie [REDACTED]  
 Sent: Thursday, January 19, 2012 9:50 AM  
 To: 'Felipe [REDACTED]'  
 Cc: Diana [REDACTED] 'fc@pnmac.com'; Foreclosures Sales  
 Subject: \*\*URGENT SALE TODAY 10AM\*\* NV-10-360187-RT | [REDACTED]  
 Importance: High

Hello,

Please be advised that we are still missing the AOM from your office. The servicer step in LPS is overdue by 1 day. Can you please advise if this was sent to us? Please be advised that we cannot proceed without this AOM. Also please be advised that as this is an NV loan we only have two postponements left before we have to cancel.

18.

1/19/2012 9:50 AM **EMAIL TO CLIENT RE AOM** Entered by v [REDACTED]

From: Valerie [REDACTED]  
 Sent: Thursday, January 19, 2012 9:50 AM  
 To: 'Felipe [REDACTED]'  
 Cc: Diana [REDACTED] 'fc@pnmac.com'; Foreclosures Sales  
 Subject: \*\*URGENT SALE TODAY 10AM\*\* NV-10-360187-RT | [REDACTED]  
 Importance: High

Hello,

Please be advised that we are still missing the AOM from your office. The servicer step in LPS is overdue by 1 day. Can you please advise if this was sent to us? Please be advised that we cannot proceed without this AOM. Also please be advised that as this is an NV loan we only have two postponements left before we have to cancel.

19.

1/18/2012 6:02 AM **BID SUMMARY APPROVED** Entered by r [REDACTED]

LOAN NUMBER: [REDACTED]  
 SALE DATE: 01/19/12  
 Total Debt: \$166002.25  
 BIDTYPE: Total Debt  
 Bid Amount: \$166002.25

IDS

20.

1/17/2012 **Vesting Response** Entered by d [REDACTED]  
9:41 AM

From: Elizabeth [REDACTED] On Behalf Of NVFCLSupport  
Sent: Tuesday, January 17, 2012 9:40 AM  
To: David [REDACTED]  
Subject: RE: PennyMac Loan Services, LLC

This assignment has already been requested. Thanks!

21.

1/17/2012 **Bid Summary** Entered by d [REDACTED]  
9:38 AM

LOAN NUMBER: [REDACTED]  
SALE DATE: 01/19/12  
Total Debt: \$166002.25  
BIDTYPE: Total Debt  
Bid Amount: \$166002.25

22.

1/17/2012 **Vesting Discrepancy between IDS and bid, email sent to FC state team** Entered by d [REDACTED]  
9:27 AM

From: d [REDACTED]@qualityloan.com  
To: nvfclsupport@qualityloan.com Sent:  
CC:  
BCC:  
Subject: PennyMac Loan Services, LLC  
Attachments:

TSN NV-10-360187-RT Loan # [REDACTED]

SALE DATE: 1/19/12

Please request new assignment if needed for  
PENNYMAC CORP  
Thank You.

David [REDACTED]  
Bid Unit Processor

23.

1/13/2012 **Bid Requested in client system** Entered by r [REDACTED]  
7:12 AM

Issue: Missing Bid : Active

Start Date: 1/13/2012 Close Date: n.a.

Entered By: Nancy [REDACTED] (at-mholt) Closed By: n.a.

Reviewed By: n.a. Reviewed: n.a.

Projected End: 1/19/2012

Days Open: 0

Comments:

Please provide bid instructions or other directions on how to proceed for the current scheduled sale date. Thank you

Resolution:

Reason If Declined:

24.

1/12/2012 tc-tenant Entered by e [REDACTED]  
4:23 PM

tenant Suzanne wntd to confirm sale date gave sales line  
17025577178

25.

1/12/2012 tcf 3p Entered by m [REDACTED]  
4:06 PM

renter-Suzanne calling 17025577178 for sale infor told her to go online for  
sale infor

26.

1/12/2012 10.02 Recieved Entered by [REDACTED]  
3:31 PM

Borrower eligible for Home Affordable Modification?: No

Entered By: Felipe [REDACTED] 1/12/2012 1:19:00 PM

HAMP solicitation with a "reasonable effort" without contact from  
borrower?: Yes

Entered By: Felipe [REDACTED] 1/12/2012 1:19:00 PM

Established contact and solicited with a "reasonable effort" but borrower  
failed to respond?: No

Entered By: Felipe [REDACTED] 1/12/2012 1:19:00 PM

---

Hamp Trial Modification offered to borrower but failed to make payments?:  
No

Entered By: Felipe [REDACTED] 1/12/2012 1:19:00 PM

---

Borrower states that they are not interested in HAMP program?: No

Entered By: Felipe [REDACTED] 1/12/2012 1:19:00 PM

---

Comments: HAMP solicitation completed: + 2 mailings and + 4 calls (no  
contact)/Not Primary Residence

Entered By: Felipe [REDACTED] 1/12/2012 1:19:00 PM

---

27.

1/12/2012 **Sale Postponed** Entered by v [REDACTED]  
10:36 AM

Per Tracy with Pennymac postpone 1 week, as AOM was already requested  
to allow them time to execute back to us

28.

1/12/2012 **called client** Entered by e [REDACTED]  
10:21 AM

will be calling back with instructions

29.

1/12/2012 **EMAIL TO CLIENT** Entered by e [REDACTED]  
10:06 AM

From: Erika [REDACTED]  
 Sent: Thursday, January 12, 2012 10:06 AM  
 To: Erika [REDACTED] 'Foreclosures Sales'; 'Ali' [REDACTED]  
 Cc: Valerie [REDACTED]  
 Subject: 2nd request /RE: \* URGENT\* SALE TODAY!! NV-10-360187-RT | [REDACTED]

HI

I need a response to the below please. Please help last resort is to postpone sale.

Erika G [REDACTED]  
 Trustee Sale Officer

?2141 5th Avenue San Diego, CA 92101

? [REDACTED]  
 ?Unit [REDACTED]  
 ?e [REDACTED]@qualityloan.com

Your feedback is warmly welcomed and greatly appreciated! Please feel free to send us your suggestions, comments, and/or concerns to QLSFeedback@qualityloan.com

From: Erika [REDACTED]  
 Sent: Thursday, January 12, 2012 9:43 AM  
 To: Foreclosures Sales  
 Cc: Valerie [REDACTED]  
 Subject: \* URGENT\* SALE TODAY!! NV-10-360187-RT | [REDACTED]

Hello

We will not be able to go to sale today due to the vesting change on bid. we are currently in the name of Wachovia Bank, National Association we need the vesting AOM into Penny Mac Corp.  
 Please advise

30.

1/12/2012 EMAIL TO CLIENT Entered by e [REDACTED]  
 9:46 AM

From: Erika [REDACTED]  
 Sent: Thursday, January 12, 2012 9:43 AM  
 To: Foreclosures Sales  
 Cc: Valerie [REDACTED]  
 Subject: \* URGENT\* SALE TODAY!! NV-10-360187-RT | [REDACTED]

Hello

We will not be able to go to sale today due to the vesting change on bid. we are currently in the name of Wachovia Bank, National Association we need the vesting AOM into Penny Mac Corp. Please advise

31.

1/11/2012 9:40 AM **Vesting AOM requested** Entered by e [REDACTED]

DOC\_Assignment : DDF : Elizabeth [REDACTED] McCarthy & Holthus :  
 1/11/2012 11:40:00 AM

User has completed the Assignment\_Info data form with the following entries:

Why is the Document needed: : Assignment of Mortgage

What alternate Documents can be used: : None

Can Legal Action be taken if this document is not available: : False

Assignment From:: : Wachovia Bank, National Association

Assignment To:: : PennyMac Corp

Will Firm Draft Assignment: : True

Comments:: : Please provide authorization to draft. Thank you.

32.

1/11/2012 5:43 AM **Difference in Vesting between IDS and Bid** Entered by r [REDACTED]

emailed NV State team

33.

1/11/2012 5:43 AM **BID SUMMARY** Entered by r [REDACTED]

LOAN NUMBER: [REDACTED]

SALE DATE: 1/12/2012

TOTAL DEBT: 165880.89

BID TYPE: TOTAL DEBT

BID AMOUNT: 165880.89

34.

1/9/2012 **Pre-Sale Audit** Entered by v [REDACTED]

3:13 PM

Pending DD and BID to be processed

35.

1/9/2012 **HOA Lien** Entered by b [REDACTED]

9:01 AM

upload now successful in IDS.

36.

1/6/2012 **HOA Lien/NOD** Entered by b [REDACTED]

9:31 AM

failed to upload in IDS. Client was notified and upload was successful in LPS.

37.

1/6/2012 **10.02 Recieved** Entered by [REDACTED]

8:23 AM

Borrower eligible for Home Affordable Modification?: No

Entered By: Felipe [REDACTED] 1/5/2012 5:21:00 PM

HAMP solicitation with a "reasonable effort" without contact from borrower?: Yes

Entered By: Felipe [REDACTED] 1/5/2012 5:21:00 PM

Established contact and solicited with a "reasonable effort" but borrower failed to respond?: No

Entered By: Felipe [REDACTED] 1/5/2012 5:21:00 PM

Hamp Trial Modification offered to borrower but failed to make payments?: No

Entered By: Felipe [REDACTED] 1/5/2012 5:21:00 PM

Borrower states that they are not interested in HAMP program?: No



Entered By: Felipe [REDACTED] 1/5/2012 5:21:00 PM

---

Comments: HAMP solicitation completed: + 2 mailings and + 4 calls (no contact)/Not Primary Residence

Entered By: Felipe [REDACTED] 1/5/2012 5:21:00 PM

---

38.

12/21/2011 Sent Notice of Sale to title company Entered by r [REDACTED]  
12:18 PM

NOS Title Package Scanned By: Ronald [REDACTED]  
On: 12/21/2011

39.

12/17/2011 Email sent to unit Entered by s [REDACTED]  
11:46 AM

: Sareta [REDACTED]  
Sent: Saturday, December 17, 2011 11:46 AM  
To: Erika [REDACTED] evtsounit  
Cc: Melissa [REDACTED]  
Subject: NV-10-360187-RT | [REDACTED]

Hello,

Please advise NOD Template in LPS is not correct. Certificate has been received and both system has been updated.

Thank you,

Sareta [REDACTED]

Senate Bill Department  
Nevada AB149 Processor

2141 5th Ave. San Diego, CA 92101

(619) 645-7711 ext. [REDACTED]  
 s[REDACTED]@qualityloan.com

~Service Second to None~

Your feedback is warmly welcomed and greatly appreciated! Please feel free to send us your suggestions, comments, and/or concerns to QLSFeedback@qualityloan.com.

40.

12/17/2011 **Certificate in LPS Client System** Entered by s[REDACTED]  
 11:44 AM

132843503 NV Mediation Certif 43025 1 12/17/2011 1:44 PM (CT)  
 12/17/2011 1:44 PM (CT)

41.

12/17/2011 **AB 149 Missing Mediation Certificate Hold Hold dated**  
 11:42 AM **12/15/2010 Released by s[REDACTED]** Entered by s[REDACTED]

Reason: AB 149 Missing Mediation Certificate Hold  
 Date released: 12/17/2011

Certificate received.

42.

12/13/2011 **Intercom Re MERS Milestones** Entered by e[REDACTED]  
 3:26 PM

rom Ricky [REDACTED] Sent 12/7/2011 5:25:00 PM

To Elizabeth [REDACTED]

Cc

Subject RE: [REDACTED] Process: Other Document

Type General

Message

Good Evening,

Please be advised to refer to the MERS website as we do not have access to this information. Thank you

43.  
12/1/2011  
12:42 PM

**Service Transfer Hold dated 10/14/2011 Released by**  
e [REDACTED] Entered by e [REDACTED]

Reason: Service Transfer  
Date released: 12/1/2011

proceed

44.  
11/14/2011  
2:01 PM

**Hold updated** Entered by m [REDACTED]

Note received on 5/17/2011. Warning Notice required to be served 60 days prior to foreclosure scheduling date. File still on BK hold

45.  
11/4/2011  
9:54 AM

**EMAIL TO NEW SERVICER** Entered by e [REDACTED]

From: Erika [REDACTED]  
Sent: Friday, November 04, 2011 9:54 AM  
To: Foreclosures  
Cc: 'Ali [REDACTED]  
Subject: Service Transfer

Hello

Please be advised the below files have been service transferred to Penny Mac effective 11/1/2011 please provide penny Mac loan number

NV-10-360187-RT | [REDACTED]  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA (2 Borrowers)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

46.

11/1/2011 **SOT SentToRecord** Entered by e [REDACTED]  
12:19 PM

Substitution Of Trustee Sent to Title for Recording on: 3/16/2011 and set  
to record:

47.

10/14/2011 **Hold updated** Entered by c [REDACTED]  
4:55 PM

Hold placed

48.

10/14/2011 **File Placed on Hold by c** [REDACTED] Entered by c [REDACTED]  
4:55 PM

Reason: Service Transfer  
Date on Hold: 10/14/2011

From: McCarthy Processor (Wells Fargo Home Mortgage)  
To: Chris [REDACTED] (McCarthy & Holthus, LLP)  
Sent: 10/12/2011 10:55 AM  
Borrower: FRANK SCINTA Property State: NEVADA  
Loan#: [REDACTED] Ref#: NV-10-360187-RT  
Subject: Future Service Release

Please be advised this loan will service release on 11-1-11 to PennyMac Loan Servicing LLC Contact Brandon [REDACTED] at (818) 878-8422 To ensure payment please submit all invoices by 10-26-11 Any missing assignments should be prepared and executed prior to the transfer An assignment to PennyMac will be available if needed from the processor Thanks for your cooperation in this matter.

49.

10/10/2011 **Hold updated** Entered by m [REDACTED]  
2:17 PM

Note received on 5/17/2011. Warning Notice required to be served 60 days prior to foreclosure scheduling date. File still on BK hold

50.

8/15/2011 **Hold updated** Entered by m [REDACTED]  
8:54 AM

Note received on 5/17/2011. Warning Notice required to be served 60 days prior to foreclosure scheduling date. File still on BK hold

51.

7/22/2011 **Chapter 7 Filed 4/29/2011 Released by c [REDACTED]** Entered by  
8:29 AM c [REDACTED]

Chapter: 7  
Date Relief Granted: 7/20/2011

Motion for Relief Granted

52.

7/21/2011 **Client BK Review Hold dated 7/20/2011 Released by x [REDACTED]**  
8:08 AM Entered by x [REDACTED]

Reason: Client BK Review  
Date released: 7/21/2011

File Resumed From Hold By AnnMarie [REDACTED] At Wells Fargo Home  
Mortgage On 07/21/2011.  
Hold Reason: Bankruptcy  
End Date: 07/21/2011  
Duration: 83 Days  
Description: bk completed, please proceed

BNK STATUS: COMPLETED RMVL REAS: 01 MOTION FOR RELIEF GRANTEE  
CHAPTER: 07 RMVL DATE: 07-20-11

53.

7/20/2011  
11:26 AM

File Placed on Hold by x [REDACTED] Entered by x [REDACTED]

Reason: Client BK Review  
Date on Hold: 7/20/2011

waiting for client to remove hold in VS

54.

7/15/2011  
8:47 AM

Hold updated Entered by m [REDACTED]

Note received on 5/17/2011. Warning Notice required to be served 60  
days prior to foreclosure scheduling date. File still on BK hold

55.

6/30/2011  
8:42 AM

Hold updated Entered by s [REDACTED]

Note received on 5/17/2011. Warning Notice required to be served 60  
days prior to foreclosure scheduling date. File still on BK hold

56.

6/15/2011  
9:53 AM

Hold updated Entered by s [REDACTED]

Note received on 5/17/2011. Warning Notice required to be served 60  
days prior to foreclosure scheduling date. File still on BK hold

57.

6/3/2011  
10:33 AM

Hold updated Entered by s [REDACTED]

Copy of Note is needed to continue foreclosure.

58.

6/2/2011  
12:55 PM

**BK 11-16387 open & active** Entered by s [REDACTED]

Pacer run- No Relief Found  
MFR filed (25) hearing set 6/29/2011  
U.S. Bankruptcy Court  
District of Nevada (Las Vegas)  
Bankruptcy Petition #: 11-16387-lbr

Assigned to: LINDA B. RIEGLE  
Chapter 7  
Voluntary  
Asset

Show Associated Cases

Date filed: 04/27/2011

Debtor  
FRANK SCINTA  
3030 AMERICAN RIVER LANE  
LAS VEGAS, NV 89135  
SSN / ITIN: xxx-xx-[REDACTED]

represented by SHAWN CHRISTOPHER  
CHRISTOPHER LEGAL GROUP  
2625 N. GREEN VALLEY PKWY. #110  
HENDERSON, NV 89014  
702-737-3125  
Fax : 702-458-5412  
Email: sc@christopherlegal.com

Joint Debtor  
JACQUELINE SCINTA  
3030 AMERICAN RIVER LANE  
LAS VEGAS, NV 89135  
SSN / ITIN: xxx-xx-[REDACTED]

represented by SHAWN CHRISTOPHER  
(See above for address)

Trustee  
DAVID A. ROSENBERG  
5030 PARADISE ROAD #B-215  
LAS VEGAS, NV 89119  
(702) 405-7312

U.S. Trustee  
U.S. TRUSTEE - LV - 7  
300 LAS VEGAS BOULEVARD, SO.  
SUITE 4300  
LAS VEGAS, NV 89101

59.  
5/17/2011 12:52 PM **Note Received** Entered by c [REDACTED]  
Uploaded to IDS

60.  
5/9/2011 10:25 AM **Notified Client of BK** Entered by m [REDACTED]  
From: Marco [REDACTED]  
Sent: Monday, May 09, 2011 10:19 AM  
To: 'BKSetups@wellsfargo.com'  
Subject: 106-[REDACTED]

Please be advised bankruptcy has been filed on the above referenced loan.  
Please see below information:

Name of party who filed: FRANK SCINTA  
Case number: 11-16387-lbr  
Date filed: 04/27/2011  
Chapter filed: Chapter 7  
Filed in: District of Nevada (Las Vegas)

Trustee name:  
DAVID A. ROSENBERG  
5030 PARADISE ROAD #B-215  
LAS VEGAS, NV 89119  
(702) 405-7312

Mortgagor bankruptcy attorney name:  
SHAWN CHRISTOPHER



CHRISTOPHER LEGAL GROUP  
2625 N. GREEN VALLEY PKWY.  
#110  
HENDERSON, NV 89014  
702-737-3125  
Fax : 702-458-5412  
Email: sc@christopherlegal.com

Marco Briones  
Direct Source Assistant

72141 5th Ave, San Diego CA 92101  
7(619) 645-7711 Ext. 2212  
7 mbriones@qualityloan.com

61.  
5/9/2011  
3:40 AM  
**Bankruptcy Review Hold dated 4/29/2011 Released by**  
[REDACTED] Entered by [REDACTED]  
Reason: Bankruptcy Review  
Date released: 5/9/2011  
  
File on BK hold

62.  
5/6/2011  
11:37 AM  
**F/U Copy of Note** Entered by [REDACTED]  
  
From: Charles [REDACTED]  
Sent: Friday, May 06, 2011 11:37 AM  
To: Wells Fargo FCL; Kelsey [REDACTED]  
Cc: Jake [REDACTED] Sareta [REDACTED]  
Subject: Overdue Copies of Notes

Hello,

Please re-request notes from the client for each of the files below at your earliest convenience. These were all requested some time ago but have yet to be received. Thanks!

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NV-10-360187-RT | [REDACTED]  
9660 BROOKS LK AVE, LAS VEGAS, NV, 89148  
1 Property Address  
FRANK SCINTA

[REDACTED]

Thanks and have a great day,

Charles [REDACTED]  
AB149 Dept./SB Hub Dept.

2141 5th Avenue  
 San Diego, CA 92101  
 619.645.7711 Ext. [REDACTED]

63.

5/6/2011  
 9:05 AM

**Placed file on a bk hold** Entered by w [REDACTED]

Uplaooded pacer  
 Emailed Wells Frago  
 Rcvd from emails

From: Wendy V. [REDACTED]  
 Sent: Friday, May 06, 2011 9:05 AM  
 To: Wells Fargo FCL  
 Subject: NV-10-360187-RT | [REDACTED] no sale date bk hold

Hello,

This America Servicing file was placed on BK hold for the following BK.  
 Please advise the client. Thank you.

Wendy V [REDACTED]  
 BK HUB Clerk

2141 5th Avenue San Diego, CA 92101  
 619.645.7711 ext. [REDACTED] | [REDACTED] | w[REDACTED]@qualityloan.com

64.

5/2/2011  
 10:16 AM

**Fee and Cost Quote** Entered by c [REDACTED]

Good Through: 06-02-2011  
 Requested: Referral Date: 5/4/2010 2:20 PM  
 Reason: email lender  
 Comment:  
 Quote Total: \$3,022.44 Created By: Cassandra E [REDACTED]

65.

4/29/2011  
 1:17 PM

**File Placed on Hold by x [REDACTED]** Entered by x [REDACTED]