

# EXHIBIT B

DISTRICT COURT  
CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; ) Case No.: A-11-649857-C  
CAMILLO MARTINEZ, a California ) Dept.No.: XXIX  
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 )  
GILLE, a Nevada resident, )  
JESSE HENNIGAN, a Nevada resident, )  
KIM MOORE, a Nevada resident, )  
THOMAS MOORE, a Nevada resident; )  
SUS KALLEN, a Nevada resident; )  
ROBERT MANDARICH, a Nevada resident; )  
JAMES ICO, a Nevada resident and )  
PATRICIA TAGLIAMONTE, a Nevada resident )  
Plaintiff, )  
vs. )  
QUALITY LOAN SERVICE CORPORATION, a )  
California Corporation; )  
/// )

VIDEO DEPOSITION OF FRANCINE SANSOTA,  
taken at 2520 Saint Rose Parkway, Suite 316  
Henderson, Nevada 89074, beginning at 1:42 P.M.  
and ending at 3:04 P.M. on Thursday, November 17, 2016

Reported by:  
Sarah Padilla, CCR NO. 929  
Job No. 2479160B  
Pages 1 - 65

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2     APPLETON PROPERTIES, LLC, a  
3     Nevada Limited Liability Company;  
4     MTC FINANCIAL, INC. dba TRUSTEE  
5     CORPS, a California Corporation  
6     MERIDIAN FORECLOSURE SERVICE,  
7     a California and Nevada Corporation  
8     dba MTDS, Inc., dba MERIDIAN TRUST  
9     DEED SERVICE; NATION DEFAULT  
10    SERVICING CORPORATION, an Arizona  
11    Corporation; CALIFORNIA RECONVEYANCE  
12    COMPANY, a California Corporation;  
13    and DOES 1 through 100, inclusive,  
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1 They took us under our feet and took our home away  
2 from us is what we felt.

3 Q The bank did?

4 A The bank did.

5 Q Yeah.

6 A We didn't get to make any provisions. If  
7 we could have made better provisions and payments to  
8 make our home, we would have stayed.

9 Q Uh-huh. Who told you to leave?

10 A That was our decision to leave, actually.  
11 But we knew we were losing our home.

12 Q So you -- had you received an eviction  
13 notice of any kind?

14 A The eviction notice came up two months  
15 after we left, our neighbor said, the yellow sign  
16 and eviction on it. And I didn't want to stay to  
17 see that because it was very distraught for me.

18 Q So did you have any written communication  
19 with MTC Financial?

20 A No, we didn't receive anything from them  
21 until after it was all done.

22 Q Did you --

23 A They never contacted us to make any  
24 arrangement.

25 Q Did you have any e-mail communications

1 with MTC Financial?

2 A No.

3 Q So did you ever telephone them for any  
4 information?

5 A I didn't know who they were.

6 Q When did you first learn who they were?

7 A When it was all over.

8 Q When you say all over, you mean after the  
9 foreclosure sale?

10 A After the foreclosure.

11 Q Yeah.

12 A It might have been different if they --  
13 MR. BOYLAN: Let's wait, Francine, for a  
14 question.

15 THE WITNESS: I'm sorry.

16 MR. BOYLAN: That's okay. Take your time.  
17 We have to let him ask the questions. Take your  
18 time.

19 THE WITNESS: I know.

20 BY MR. CERAN:

21 Q So when you left town, left Las Vegas to  
22 move back to Ohio, had you already -- had you become  
23 informed that the -- that you were in default under  
24 the first mortgage? Had the bank declared a notice  
25 of default on the mortgage?

1 MR. BOYLAN: It is vague. Calls for  
2 speculation. It is ambiguous for a lay witness as  
3 phrased.

4 THE WITNESS: I don't understand.

5 BY MR. CERAN:

6 Q Well, when you left town, did you know  
7 that you were already in default under the mortgage?

8 MR. BOYLAN: Same objection as to default.

9 BY MR. CERAN:

10 Q Do you understand the question?

11 A Uh-huh.

12 Q Okay.

13 A We knew we were in default.

14 Q Yeah. And did you ever receive from  
15 Trustee Corp. any kind of a writing that said that  
16 it was a debt collector?

17 MR. BOYLAN: Excuse me. Can you use MTC  
18 so we don't confuse the witness?

19 BY MR. CERAN:

20 Q I'm sorry. I always use Trustee Corp.  
21 And this morning I heard for the first time people  
22 referring to it as their formal company name. So I  
23 will try to use MTC. I apologize. I don't mean to  
24 confuse you.

25 Did you ever see any document that said

1 MTC was a debt collector?

2 MR. BOYLAN: Anytime up until today,  
3 Counsel, can you clarify?

4 BY MR. CERAN:

5 Q Sure.

6 A No.

7 Q Okay. Well, let me ask you. Did you ever  
8 receive any wire instructions from MTC as to how to  
9 wire money to it?

10 A No, I don't recall.

11 Q Did you ever receive any kind of a notice  
12 from MTC that stated in words or in substance, "This  
13 is an attempt to collect a debt and any information  
14 obtained will be used for that purpose"?

15 A No.

16 Q Did you know anybody at MTC?

17 A No.

18 Q Did you ever have any reason to find out  
19 anything about the people who work at MTC?

20 A No. And they never contacted us, so we  
21 didn't know anything. No one ever made  
22 communication.

23 Q Okay. Now, I am going to subject you to  
24 the same thrill that I subjected your husband to  
25 this morning, and I'm going to ask you about a bunch

1 I, Francine Sansota, witness herein, do hereby  
2 certify and declare under penalty of perjury the within  
3 and foregoing transcription to be my deposition in said  
4 action; that I have read, corrected and do hereby affix  
5 my signature to said deposition.

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12 \_\_\_\_\_  
13 Francine Sansota

14 Witness

Date



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STATE OF NEVADA)

) Ss

COUNTY OF CLARK)

I, Sarah Padilla, a duly commissioned and  
licensed court reporter, Clark County, State of Nevada,  
do hereby certify: That I reported the taking of the  
deposition of the witness, Francine Sansota, commencing  
on Thursday, November 17, 2016, at 1:42 P.M.; That prior  
to being examined, the witness was, by me, duly sworn to  
testify to the truth; That thereafter I transcribed my  
shorthand notes into typewriting and that the typewritten  
transcript of said deposition is a complete, true, and  
accurate record of said shorthand notes. I further  
certify that I am not a relative or employee of any  
attorney or counsel of any of the parties nor a relative  
or employee of an attorney or counsel involved in said  
action, nor a person financially interested in the action;  
that a request [x] has [] has not been made to review the  
transcript.

IN WITNESS WHEREOF, I have hereunto set my  
hand in the County of Clark, State of Nevada, this 22nd  
day of December..

<%signature%>

SARAH PADILLA, CCR 929

# EXHIBIT C

DISTRICT COURT

CLARK COUNTY NEVADA

JEFFREY BENKO, A NEVADA RESIDENT;  
ET AL.,

Plaintiffs,

vs.

Case No. A-11-649857-C

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

Defendants.

---

VIDEOTAPED DEPOSITION OF CATHE COLE-SHERBURN

Tuesday, November 1, 2016

10:42 a.m.

1851 East First Street, Suite 1550

Santa Ana, California

REPORTED BY:

Brenda Pauley

CSR No. 6335

1 APPEARANCES:

2  
3 For Plaintiffs:

4 LAW OFFICES OF NICHOLAS A. BOYLAN, A.P.C.

5 BY: NICHOLAS A. BOYLAN, ESQ.

6 444 West "C" Street

7 Suite 405

8 San Diego, California 92101

9 (619) 696-6344

10 nablawfirm@gmail.com

11  
12 For Defendant MTC Financial:

13 BURKE, WILLIAMS & SORESENSEN, LLP

14 BY: ALLAN E. CERAN, ESQ.

15 444 South Flower Street

16 Suite 2400

17 Los Angeles, California 90071

18 (213) 236-0600

19 aceran@bwslaw.com

20  
21 Also present:

22 TOM CAVANAUGH, VIDEOGRAPHER

1 MR. BOYLAN: Nicholas Boylan representing the  
2 plaintiffs in the case.

3 THE VIDEOGRAPHER: Thank you.

4 The certified court reporter is Brenda  
5 Pauley. Would you please swear in the witness.

6  
7 CATHE COLE-SHERBURN,  
8 having been first duly sworn, was examined and  
9 testified as follows:

10  
11 EXAMINATION

12  
13 BY MR. BOYLAN:

14 Q Thank you. And good morning.

15 A Good morning.

16 Q Please state your name again.

17 A Cathe Cole-Sherburn.

18 Q How are you employed?

19 A I am the senior vice-president of Trustee  
20 Corps.

21 Q How long have you held that position?

22 A April 5th, 2011.

23 Q How are you feeling today?

24 A Fantastic.

25 Q Excellent.

1 A No.

2 Q Very good.

3 What was your date of first employment with  
4 what we call Trustee Corps or MTC during the deposition  
5 today?

6 A April 5th.

7 Q 2011?

8 A Correct.

9 Q So you had no prior position with that  
10 entity?

11 A Correct.

12 Q What was your immediately prior employer?

13 A Prior to Trustee Corps?

14 Q Yes.

15 A First American.

16 Q What is that?

17 A It's a title agency, title company.

18 Q How long were you with that company?

19 A Approximately one year.

20 Q What was your position there?

21 A Senior vice-president.

22 Q With what duties?

23 A Over the trustee division.

24 Q What does that mean?

25 A Oversaw the non-judicial foreclosure

1 positions. I'm not trying to start an argument. But  
2 they don't comply with the court's order because we need  
3 all of policies and procedures, particularly during the  
4 critical period of 2007 to 2012. And I will not be able  
5 to complete this witness's deposition without those.

6 We think they should have been disclosed in  
7 June of this year. As you know -- again, I mean this  
8 respectfully. I'm not trying to start an argument.  
9 These documents have been leaking out over a period of  
10 months.

11 In our view this doesn't comply with the  
12 court's order. So this is just a part of my meet and  
13 confer. I don't want to belabor the record.

14 I will assume you disagree, if you want me  
15 to, but it's a real problem when we don't have documents  
16 from 2007 to 2012.

17 MR. CERAN: I'm happy to meet and confer with  
18 you, but, you know, not -- obviously not during a  
19 deposition.

20 MR. BOYLAN: Okay.

21 Q Where it says revised -- well, it says  
22 R-E-V period 12 dash 2015 on the lower left-hand corner  
23 on page 307. What does that mean?

24 A There was a revision done on December of  
25 2015.

1 Q As you sit here today, do you know what was  
2 revised?

3 A I do not.

4 Q Do you know whether -- I apologize if I  
5 have already asked this, ma'am. Do you know whether  
6 there was a borrower communication policy when you  
7 joined in 2011?

8 A I do not.

9 Q Could you estimate when you first became  
10 aware that such a policy existed?

11 A I don't know if there was one, so I can't  
12 answer that question.

13 Q No. But, for example, you might say,  
14 "Well, I know in 2013 we had one because we had this  
15 meeting and we wanted to revise it." I am just trying  
16 to swab out when you might have become aware of it.

17 A 2014, 2015 when I took over -- when they  
18 created compliance and audit at that point, definitely.

19 Q Okay. But were you over all of the  
20 foreclosure work when you joined in 2011?

21 A Yes.

22 Q And you don't think you would have become  
23 aware of it in your duties at that time?

24 A I wasn't overseeing that part of it.

25 Q Who was?



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

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

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

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

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

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

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

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

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

1           A     Non-judicial foreclosure actions, that's  
2     it.

3           Q     Is there any -- to your knowledge -- and  
4     you're the expert, not me -- is there any written  
5     articulation of what all the specific types of acts  
6     related to non-judicial foreclosure that MTC is  
7     authorized by -- to pursue in its business by Freddie or  
8     Fannie?

9           A     Yes.

10          Q     Where is that?

11          A     There is a contract, a specific servicing  
12     agreement.

13          Q     Okay. And those are annual renewals?

14          A     Yes.

15          Q     So they date back to your 2011 arrival?

16          A     They should.

17          Q     As far as you know they predate that;  
18     correct?

19          A     Yes.

20          Q     So they should exist for 2007 to 2012 as  
21     well?

22          A     Correct.

23          Q     Okay. Thank you very much.

24                     Counsel, we are going to need those  
25     immediately. Can't finish this deposition without

DECLARATION UNDER PENALTY OF PERJURY

I, CATHE COLE-SHERBURN, do hereby certify  
under penalty of perjury that I have read the foregoing  
transcript of my deposition taken on November 1, 2016;  
that I have made such corrections as appear noted on the  
Deposition Errata Page, attached hereto, signed by me;  
that my testimony as contained herein, as corrected, is  
true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
2016, at \_\_\_\_\_,  
California.

\_\_\_\_\_  
Cathe Cole-Sherburn

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

4 I, Brenda Pauley, a Certified Shorthand  
5 Reporter, do hereby certify:

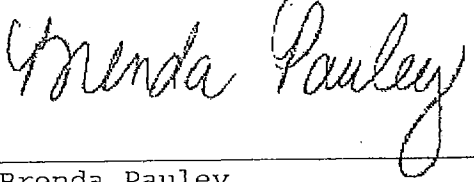
6 That prior to being examined, the witness in  
7 the foregoing proceedings was by me duly sworn to  
8 testify to the truth, the whole truth, and nothing but  
9 the truth;

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

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

17 In witness whereof, I have hereunto subscribed  
18 my name.

19  
20 Dated: November 11, 2016

21   
22  
23 \_\_\_\_\_  
24 Brenda Pauley  
25 CSR No. 6335

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**CERTIFICATE OF SERVICE**

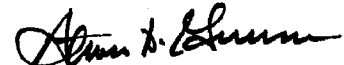
Pursuant to NRCP 5(b), I certify that I am an employee of BROOKS HUBLEY, LLP, and that on February 24, 2017, that a true copy of the **DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS' CROSS-MOTION MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, PARTIAL SUMMARY JUDGMENT AGAINST PLAINTIFFS RAYMOND SANSOTA AND FRANCINE SANSOTA; DECLARATION OF ALLAN E. CERAN IN SUPPORT THEREOF** was E-Served, e-mailed and/or by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Las Vegas, addressed to:

- Bryan Cave, LLP – Jessica R. Maziarz, Julie Martin, Kathryn Brown, Lawrence G. Scarborough, Lisa Kirkeby, Mary Ann Vila, and Sarah Burwick
- Christopher Legal Group - Shawn Christopher, Esq.
- Law Office of Nicholas A. Boylan, APC – Nicholas A. Boylan, Esq., Marina Vaisman
- McCarthy & Holthus - Kristin A. Schuler-Hintz, Esq., Thomas N. Beckom, Esq.
- Smith Larsen & Wixom – Elise Fossum, Katie Weber, and Kent F. Larsen, Esq.
- Tiffany & Bosco, P.A. - Gregory L. Wilde, Esq., Kevin S. Soderstrom, Esq.

Via U.S. Mail to:

Antoinette Gill  
4754 Deer Forest  
Las Vegas, NV 89139  
PRO SE

\_\_\_\_\_  
An employee of BROOKS HUBLEY, LLP



CLERK OF THE COURT

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Attorneys for Defendant MTC FINANCIAL INC.  
11 dba TRUSTEE CORPS (erroneously named herein  
as MTC FINANCIAL, INC. dba TRUSTEE  
12 CORPS)

13  
14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

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

27 **Plaintiffs,**

Case No. A-11-649857-C

Dept. No.: XXIX

**MTC FINANCIAL INC. dba TRUSTEE  
CORPS' EVIDENTIARY OBJECTIONS  
TO DECLARATION OF NICHOLAS A.  
BOYLAN FILED IN SUPPORT OF  
SANSOTA'S MOTION FOR PARTIAL  
SUMMARY JUDGMENT**

Hearing date: March 14, 2017  
Time: 9:00 a.m.

1 vs.

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

16 Defendants.

Defendant MTC Financial Inc. dba Trustee Corps ("Trustee Corps") hereby objects to portions of the Declaration of Nicholas A. Boylan ("Boylan Declaration") filed in support of Plaintiffs Raymond Sansota and Francine Sansota's Motion for Partial Summary Judgment as follows:

**Evidentiary Objections to Declaration of Bijan Laghaei [Exhibit "K" to Boylan Declaration]**

EVIDENCE (EXHIBIT "K" – Laghaei Decl.)	GROUND FOR OBJECTION
On March 20, 2009, MTC Financial, dba Trustee Corps, ("MTC") as purported trustee of the Deed of Trust for my home, was seeking to collect on the loan, including by taking the security i.e. my home, and recorded a Notice of Default and Election to Sell under Deed of Trust. A true and correct copy of this Notice is attached as Exhibit "1".Laghaei Decl., ¶ 2, lines 26-27 and lines 1-2.	Irrelevant (N.R.S. 48.015, N.R.S. 48.025(2), N.R.S. 48.035); Lack of Foundation, Conclusory (N.R.S. 50.025); Improper lay opinion (N.R.S. 50.265).
<b>Court's Ruling on Objection to Evidence No. 1:</b>	
Dated:_____	Sustained:_____
	Overruled:_____

EVIDENCE (EXHIBIT "K" – Laghaei Decl.)	GROUND FOR OBJECTION
As shown on the face of the Notice of Default, MTC identified itself as a debt collector: "TRUSTEE CORPS IS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." <i>Id.</i> at ¶ 2, lines 3-5.	Irrelevant (N.R.S. 48.015, N.R.S. 48.025(2), N.R.S. 48.035); Lack of Foundation, Conclusory (N.R.S. 50.025).
<b>Court's Ruling on Objection to Evidence No. 2:</b>	
Dated:_____	Sustained:_____
	Overruled:_____



EVIDENCE (EXHIBIT "K" – Laghaei Decl.)	GROUNDS FOR OBJECTION
In approximately July 2009, I sought to negotiate on my mortgage loan so that I could stay in my home, after I became in default under the Note. <i>Id.</i> at ¶ 3, lines 6-7.	Irrelevant (N.R.S. 48.015, N.R.S. 48.025(2), N.R.S. 48.035).

**Court's Ruling on Objection to Evidence No. 3:**

Dated: \_\_\_\_\_ Sustained: \_\_\_\_\_  
 Overruled: \_\_\_\_\_

EVIDENCE (EXHIBIT "K" – Laghaei Decl.)	GROUNDS FOR OBJECTION
To that end, I sought a forbearance agreement on the loan with Bank of America ("BAC") formerly known as Countrywide Home Loans. <i>Id.</i> at ¶ 3, lines 7-9.	Irrelevant (N.R.S. 48.015, N.R.S. 48.025(2), N.R.S. 48.035); Lack of Foundation, Conclusory (N.R.S. 50.025).

**Court's Ruling on Objection to Evidence No. 4:**

Dated: \_\_\_\_\_ Sustained: \_\_\_\_\_  
 Overruled: \_\_\_\_\_

EVIDENCE (EXHIBIT "K" – Laghaei Decl.)	GROUNDS FOR OBJECTION
A true and correct copy of this forbearance agreement is attached as Exhibit "2". <i>Id.</i> at ¶ 3, lines 9-10.	Irrelevant (N.R.S. 48.015, N.R.S. 48.025(2), N.R.S. 48.035).

**Court's Ruling on Objection to Evidence No. 5:**

Dated: \_\_\_\_\_

Sustained: \_\_\_\_\_

Overruled: \_\_\_\_\_

**EVIDENCE (EXHIBIT "K" – Laghaei Decl.)**

**GROUND FOR OBJECTION**

In negotiating this loan forbearance agreement, I communicated with MTC, as the collection agent for BAC. *Id.* at ¶ 4, lines 11-12.

Irrelevant (N.R.S. 48.015, N.R.S. 48.025(2), N.R.S. 48.035); Lack of Foundation, Conclusory (N.R.S. 50.025).

**Court's Ruling on Objection to Evidence No. 6:**

Dated: \_\_\_\_\_

Sustained: \_\_\_\_\_

Overruled: \_\_\_\_\_

**EVIDENCE (EXHIBIT "K" – Laghaei Decl.)**

**GROUND FOR OBJECTION**

I was told by MTC representatives that a modification would be worked out for my loan and not to be concerned with MTC's Notice of Default and Notice of Trustee's Sale. *Id.* at ¶ 4, lines 12-14.

Irrelevant (N.R.S. 48.015, N.R.S. 48.025(2), N.R.S. 48.035); Lack of Foundation, Conclusory (N.R.S. 50.025).

**Court's Ruling on Objection to Evidence No. 7:**

Dated: \_\_\_\_\_

Sustained: \_\_\_\_\_

Overruled: \_\_\_\_\_

**EVIDENCE (EXHIBIT "K" – Laghaei Decl.)**

**GROUND FOR OBJECTION**

I therefore believed that a loan modification was to be worked out. *Id.* at ¶ 4, lines 14-15.

Irrelevant (N.R.S. 48.015, N.R.S. 48.025(2), N.R.S. 48.035).

**Court's Ruling on Objection to Evidence No. 8:**

Dated: \_\_\_\_\_

Sustained: \_\_\_\_\_

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Overruled: \_\_\_\_\_

EVIDENCE (EXHIBIT "K" – Laghaei Decl.)	GROUNDS FOR OBJECTION
As part of and pursuant to the agreement, MTC collected from me on the loan and I paid MTC a total of \$19,810.00, to be passed on to BAC, through its collection agent MTC, as Trustee Corps, through a series of three cashier's checks dated July 6, 2009, August 5, 2009, and October 19, 2009. True and correct copies of these checks to MTC as attached as Exhibit "3". These checks were made out to Trustee Corps (MTC), for the BAC loan. <i>Id.</i> at ¶ 5, lines 16-21.	Irrelevant (N.R.S. 48.015, N.R.S. 48.025(2), N.R.S. 48.035); Lack of Foundation, Conclusory (N.R.S. 50.025).

**Court's Ruling on Objection to Evidence No. 9:**

Dated: \_\_\_\_\_ Sustained: \_\_\_\_\_  
Overruled: \_\_\_\_\_

**Evidentiary Objections to Paragraphs ¶ 16 and 17 of Boylan Declaration**

EVIDENCE (Boylan Decl., ¶ 16)	GROUNDS FOR OBJECTION
On January 31, 2017, I deposed MTC Senior Vice-President Gloria Juarez in this matter. Ms. Jaurez swore on January 31, 2017, that there had been no material change in MTC's business operations in the State of Nevada since 2002. Boylan Decl., ¶ 16, lines 11-13.	Hearsay (NRS 51.065); Irrelevant (N.R.S. 48.015, N.R.S. 48.025(2), N.R.S. 48.035); Lack of Foundation, Conclusory (N.R.S. 50.025).

**Court's Ruling on Objection to Evidence No. 10:**

Dated: \_\_\_\_\_ Sustained: \_\_\_\_\_  
Overruled: \_\_\_\_\_

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EVIDENCE (Boylan Decl., ¶ 17)	GROUND FOR OBJECTION
As reflected by the Docket in <i>Ho v. Recontrust Co., NA</i> (9 <sup>th</sup> Cir. October 19, 2016), 840 F.3d 618, the Plaintiff Appellant in that matter filed its petition for panel rehearing or rehearing en banc on December 18, 2016. From the recent docket entries it appears that the Ninth Circuit may decide to rehear the case en banc as requested. Boylan Decl., ¶ 17, lines 15-19.	Irrelevant (N.R.S. 48.015, N.R.S. 48.025(2), N.R.S. 48.035); Lack of Foundation, Conclusory (N.R.S. 50.025).

**Court's Ruling on Objection to Evidence No. 11:**

Dated: \_\_\_\_\_ Sustained: \_\_\_\_\_

Overruled: \_\_\_\_\_

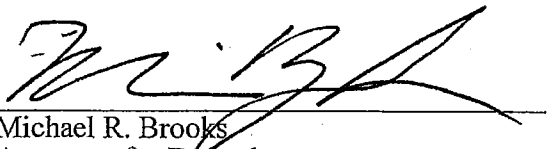
**AFFIRMATION**

**Pursuant to NRS 239B.030**

\*\*\*\*\*

DATED this 24th day of February, 2017.

BROOKS HUBLEY, LLP  
1645 Village Center Circle, Suite 60  
Las Vegas, NV 89134

By:   
Michael R. Brooks  
Attorneys for Defendant  
MTC FINANCIAL INC. dba TRUSTEE  
CORPSINC. dba TRUSTEE CORPS

1 **CERTIFICATE OF SERVICE**

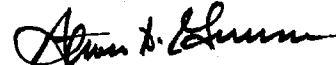
2 Pursuant to NRCP 5(b), I certify that I am an employee of BROOKS HUBLEY, LLP, and  
3 that on February 24, 2017, that a true copy of the **MTC FINANCIAL INC. dba TRUSTEE**  
4 **CORPS' EVIDENTIARY OBJECTIONS TO DECLARATION OF NICHOLAS A.**  
5 **BOYLAN FILED IN SUPPORT OF SANSOTA'S MOTION FOR PARTIAL SUMMARY**  
6 **JUDGMENT** was E-Served, e-mailed and/or by placing an original or true copy thereof in a  
7 sealed envelope, with sufficient postage affixed thereto, in the United States mail at Las Vegas,  
8 addressed to:

- 9 • Bryan Cave, LLP – Jessica R. Maziarz, Julie Martin, Kathryn Brown, Lawrence G.  
10 Scarborough, Lisa Kirkeby, Mary Ann Vila, and Sarah Burwick  
11 • Christopher Legal Group - Shawn Christopher, Esq.  
12 • Law Office of Nicholas A. Boylan, APC – Nicholas A. Boylan, Esq., Marina Vaisman  
13 • McCarthy & Holthus - Kristin A. Schuler-Hintz, Esq., Thomas N. Beckom, Esq.  
14 • Smith Larsen & Wixom – Elise Fossum, Katie Weber, and Kent F. Larsen, Esq.  
15 • Tiffany & Bosco, P.A. - Gregory L. Wilde, Esq., Kevin S. Soderstrom, Esq.

16 Via U.S. Mail to:

17 Antoinette Gill  
18 4754 Deer Forest  
19 Las Vegas, NV 89139  
20 PRO SE

21   
22 An employee of BROOKS HUBLEY, LLP  
23  
24  
25  
26  
27  
28



CLERK OF THE COURT

RJDD  
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Las Vegas, NV 89134  
Tel: 702.851.1191 Fax: 702.851.1198

Attorneys for DEFENDANT MTC FINANCIAL  
INC. dba TRUSTEE CORPS

**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;  
SUS KALLEN, a Nevada resident;  
ROBERT MANDARICH, a Nevada  
resident; JAMES NICO, a Nevada resident  
and PATRICIA TAGLIAMONTE, a  
Nevada resident

Plaintiffs,

vs.

Case No. A-11-649857-C

Dept. No.: XXIX

(ELECTRONIC FILING CASE)

**DECLARATION OF RANDE JOHNSEN  
IN SUPPORT DEFENDANT MTC  
FINANCIAL INC. dba TRUSTEE  
CORPS':**

**(1) CROSS-MOTION FOR SUMMARY  
JUDGMENT OR, IN THE  
ALTERNATIVE, PARTIAL SUMMARY  
JUDGMENT AGAINST PLAINTIFFS  
RAYMOND SANSOTA AND FRANCINE  
SANSOTA; AND**

**(2) OPPOSITION TO MOTION FOR  
PARTIAL SUMMARY JUDGMENT OF  
PLAINTIFFS RAYMOND SANSOTA AND  
FRANCINE SANSOTA**

Hearing date: March 14, 2017  
Time: 9:00 a.m.

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

15 Defendants.

16 I, Rande Johnsen, declare:

17 1. The following facts are personally known to me, and I have first-hand knowledge  
18 of the same, or are matters of which the Court may take judicial notice. If called as a witness, I  
19 could and would competently testify thereto under oath.

20 2 I am the Chief Executive Officer and founder of MTC Financial Inc., dba Trustee  
21 Corps ("Trustee Corps"). My duties with Trustee Corps include, but are not limited to, acting as  
22 its Custodian of Records. At all material times referenced in the Second Amended Complaint,  
23 Trustee Corps has had its principal place of business in Irvine, California.

24 3. Trustee Corps has been, and at all times mentioned in the above-entitled case was,  
25 acting solely in the capacity of a foreclosure trustee under a deed of trust with a power of sale to  
26 sell the property in issue at a duly conducted foreclosure sale in the State of Nevada. In this  
27 capacity, Trustee Corps published, mailed, and recorded foreclosure notices, and conducted a  
28 public, non-judicial foreclosure sale in the State of Nevada. I, together with other employees of  
Trustee Corps, am in charge of managing and/or overseeing foreclosure sales for Trustee Corps'  
client lenders and trust deed beneficiaries who refer us properties to initiate non-judicial  
foreclosure proceedings. Trustee Corps sends foreclosure notices only upon express written  
authority and direction to do so from a deed of trust lender or beneficiary, or from their agents.

1           4.     Because of my executive management experience and many years of working at  
2 Trustee Corps since the 1990's, I am personally familiar with Trustee Corps' policies, procedures,  
3 and practices in conducting its non-judicial foreclosure services. I am also personally familiar  
4 with the types or kinds of records prepared in Trustee Corps' regular course of conducting a non-  
5 judicial foreclosure, when such records are prepared, how the records are prepared, and the  
6 information and methods of preparation of those records.

7           5.     Trustee Corps is not, and at all times mentioned in the above-entitled case was  
8 never, a lender, trust deed beneficiary, or loan servicer. It neither makes nor negotiates, and has  
9 neither made nor negotiated, loans, trial loan modifications, permanent loan modifications, or  
10 agreements of forbearance. In my experience working for Trustee Corps, the foregoing tasks are  
11 conducted by lenders, trust deed beneficiaries, or loan servicers.

12           6.     One of the properties under my supervision has been that of plaintiffs Raymond  
13 Sansota and Francine Sansota (jointly, "Sansota"), 1559 Ward Frontier Lane, Henderson, Nevada  
14 (the "Property"). I have carefully reviewed the file for the non-judicial foreclosure services  
15 Trustee Corps rendered with respect to the Property [Trustee Sale No. NV09003798-10-1] (the  
16 "Sansota transaction file") that is the subject matter of this action.

17           7.     The Sansota transaction file includes business records of Trustee Corps, that is,  
18 records that are made in the ordinary course of its business by an employee(s) or representative(s)  
19 of Trustee Corps who (1) has personal knowledge of the information being entered into the  
20 business records; (2) has a duty to commit the information into the record; and (3) makes such  
21 entries at or near the time of the event he or she purports to record.

22           8.     The Sansota transaction file also includes documents that are provided to Trustee  
23 Corps by others who customarily provide documents related to Trustee Corps' non-judicial  
24 foreclosure services. Such documents, even if they are not created by Trustee Corps in the  
25 ordinary course of its business, are kept and maintained in the ordinary course of Trustee Corps'  
26 business. All of the documents attached hereto as exhibits are business records of Trustee Corps  
27 from the above-mentioned Sansota transaction file.

28     ///



1           9.     According to the documents that Trustee Corps obtained when it opened the  
2 Sansota transaction file, on January 27, 2004, Sansota signed a promissory note for \$128,900 (the  
3 "Note") in favor of CH Mortgage Company I, Ltd. ("CH Mortgage").

4           10.    According to officially-recorded documents that Trustee Corps obtained when it  
5 opened the Sansota transaction file, Sansota signed a Deed of Trust securing his obligations under  
6 the Note. The Deed of Trust, which references the Note, was recorded in the Official Records of  
7 Clark County, Nevada, on January 30, 2004. A true and correct copy of the recorded Deed of  
8 Trust is attached hereto as Exhibit A and incorporated by reference herein.

9           11.    On July 28, 2010, an Assignment of Deed of Trust, granting Wells Fargo Bank,  
10 N.A. the beneficial interest under the Deed of Trust was recorded in the Official Records of Clark  
11 County, Nevada. A true and correct copy of the recorded Assignment of Deed of Trust is  
12 attached hereto as Exhibit B and incorporated by reference herein.

13          12.    On July 28, 2010, Trustee Corps, as agent for Wells Fargo Bank, recorded in the  
14 Official Records of Clark County, Nevada, a Notice of Breach and Default and of Election to  
15 Cause Sale of Real Property Under Deed of Trust (the "Notice of Default"), alleging the failure to  
16 pay the principal and interest installments due. A true and correct copy of the recorded Notice of  
17 Default is attached hereto as Exhibit C and incorporated by reference herein. The Sansota  
18 transaction file also includes Affidavits of Service, attached hereto as Exhibits D and E and  
19 incorporated by reference herein, which indicate that, on July 30, 2010, Sansota was served with  
20 the Notice of Default, a Danger Notice, and a copy of the Note by posting the same in a  
21 conspicuous place at the Property. A true and correct copy of the Danger Notice is attached  
22 hereto as Exhibit F and incorporated by reference herein. Trustee Corps also served Sansota with  
23 the required mediation forms around that time. The Declaration of Mailing, a true and correct  
24 copy of which is attached hereto as Exhibit G and incorporated by reference herein, evidences  
25 that, on August 4, 2010, Trustee Corps sent to Sansota by certified mail a copy of the Notice of  
26 Default.

27          13.    The Sansota transaction file includes a Declaration of Non-Military Service, dated  
28 August 24, 2010, and completed by Wells Fargo Bank. A true and correct copy of the

1 Declaration of Non-Military Service is attached hereto as Exhibit H and incorporated by reference  
2 herein.

3 14. On July 27, 2010, Wells Fargo Bank executed a Substitution of Trustee whereby  
4 Trustee Corps was substituted in as trustee under the Deed of Trust. The Substitution of Trustee  
5 was recorded in the Official Records of Clark County, Nevada, on October 7, 2010. A true and  
6 correct copy of the recorded Substitution of Trustee is attached hereto as Exhibit I and  
7 incorporated by reference herein.

8 15. On February 8, 2011, a Notice of Trustee's Sale with respect to the Property was  
9 recorded by Trustee Corps, as trustee, in the Official Records of Clark County, Nevada, a true and  
10 correct of which is attached hereto as Exhibit J and incorporated by reference herein. A copy of  
11 the Notice of Trustee's Sale was mailed by Trustee Corps to Sansota on February 9, 2011, as  
12 shown by the Declaration of Mailing, a true and correct copy of which is attached hereto as  
13 Exhibit K and incorporated by reference herein.

14 16. The Sansota transaction file further reflects that, on February 7, 2011, the Notice  
15 of Trustee's Sale was posted on the Property in a conspicuous place, in the manner prescribed by  
16 the Nevada Revised Statutes. A true and correct copy of the Affidavit of Posting, with a  
17 photograph taken of the posting, is attached hereto as Exhibit L and incorporated by reference  
18 herein.

19 17. Trustee Corps also arranged for publication of the Notice of Trustee's Sale on  
20 three separate occasions, February 9, 16, and 23, 2011. A true and correct copy of the Affidavit  
21 of Publication is attached hereto as Exhibit M and incorporated by reference herein.

22 18. On March 9, 2011, in compliance with the Notice of Trustee's Sale and in exercise  
23 of the power of sale under the Deed of Trust, Sansota's Property was sold at public auction to a  
24 third party, Prem Deferred Trust, for \$51,000. A true and correct copy of the Trustee's Deed  
25 Upon Sale, recorded on March 31, 2011 in the Official Records of Clark County, Nevada is  
26 attached hereto as Exhibit N and incorporated by reference herein.

27 19. The Sansota transaction file indicates that, at the time of the foreclosure sale, the  
28 amount of the debt secured by the Property was \$133,586.50. Trustee Corps forwarded to Wells

1 Fargo Bank the \$51,000 that it received from the purchaser at the foreclosure sale. A true and  
2 correct copy of the Outgoing Wire Transfer form from the Sansota transaction file, reflecting the  
3 wire transfer of \$51,000 to Wells Fargo Bank, is attached hereto as Exhibit O and incorporated by  
4 reference herein.

5 20. In discharging its duties as trustee under the Deed of Trust, Trustee Corps acted in  
6 accordance with the terms of the Deed of Trust. Trustee Corps' comment log for the Sansota  
7 Transaction File reflects all of the dealings between Trustee Corps and Sansota during the  
8 foreclosure process. It is attached hereto as Exhibit P and incorporated by reference herein. The  
9 comment log entries are chronologically set up so the earliest are last and the latest are first.  
10 Material that consists of attorney-client communications and work product and non-relevant  
11 portions has been redacted. As a matter of company policy, procedure, and practice, employees  
12 of Trustee Corps place all written and electronic communications sent or received and all actions  
13 taken in furtherance of foreclosure services with respect to a particular trustee's sale on a  
14 comment log designated for the specific real property. When a Trustee Corps' employee places  
15 his or her entries into the comment log, the entries are not removed. Trustee Corps' employees  
16 who place their communications in the comment log have personal knowledge of the information  
17 being entered into this business record; they have a duty to commit the information into the  
18 record; and they have made such entries at or near the time of the event they purport to record.

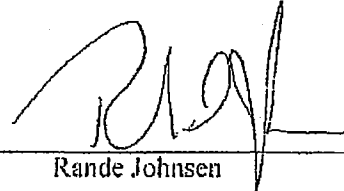
19 21. In reviewing the entries found in the comment log, it can be seen that there is an  
20 absence of any indication that Trustee Corps received any money or property from Sansota and of  
21 any indication that Trustee Corps retained in connection with the foreclosure of the Property any  
22 benefit that belonged to Sansota. In fact, Trustee Corps never received any money or property of  
23 Sansota, and it never received any benefit that belonged to Sansota. The comment log also  
24 reflects that, between the recordation of the Notice of Default and the sale of the Property at  
25 foreclosure, Trustee Corps did not contact Sansota to attempt to collect any monies from him  
26 whether by telephone, personal contact, or letter. The communications to Sansota were limited to  
27 those actions that were required to be taken by foreclosure trustees under the Nevada Revised  
28 Statutes. The only substantive communication from Sansota during the foreclosure process

1 appears to have been a belated request to Wells Fargo Bank by Sansota to postpone the  
2 foreclosure sale. The comment log indicates that Wells Fargo Bank did not agree to postpone the  
3 foreclosure sale.

4 22. As the Chief Executive Officer and founder of Trustee Corps, neither Trustee  
5 Corps nor I knew, believed, or understood, during the time period beginning with the Notice of  
6 Default and continuing through the foreclosure sale of Sansota's property, that Trustee Corps was  
7 obligated to obtain a collection agency license from the State of Nevada in order to conduct  
8 foreclosures in Nevada. In fact, my understanding was that no such license was required, based  
9 on the fact that Trustee Corps' efforts in Nevada were confined to conducting foreclosure sales  
10 pursuant to the provisions of deeds of trust and Nevada Revised Statutes, Chapter 107. In that  
11 capacity, Trustee Corps did not engage in efforts to cause Sansota to pay any money to the holder  
12 of the deed of trust. Trustee Corps' job was to sell in accordance with law the Property that  
13 Sansota had posted as security for the loan taken out from his lender; Trustee Corps' client did  
14 not hire Trustee Corps to negotiate a loan extension or collect money or property directly from  
15 Sansota.

16 23. Attached hereto as Exhibit Q and incorporated by reference herein is a true and  
17 correct copy of Trustee Corps' invoice to Wells Fargo Bank for services that Trustee Corps  
18 performed in connection with the foreclosure of the Sansota's property. It reflects that Trustee  
19 Corps merely completed the various steps of the foreclosure process set forth in the Nevada  
20 Revised Statutes. Absent from the invoice (just as it was absent from the comment log) is any  
21 indication that Trustee Corps contacted Sansota to attempt to collect from Sansota directly any  
22 money that Sansota may have owed Wells Fargo Bank.

23 I declare under penalty of perjury under the laws of the State of California and the State of  
24 Nevada that the foregoing is true and correct and that this declaration is executed on June 12,  
25 2016 at Irvine, California.

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Rande Johnsen

DECLARATION OF RANDE JOHNSEN IN  
SUPPORT OF MOTION FOR SUMMARY  
JUDGMENT

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of BROOKS HUBLEY, LLP, and  
3 that on February 24, 2017, that a true copy of the DECLARATION OF RANDE JOHNSEN IN  
4 SUPPORT DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS': (1) CROSS-  
5 MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, PARTIAL  
6 SUMMARY JUDGMENT AGAINST PLAINTIFFS RAYMOND SANSOTA AND  
7 FRANCINE SANSOTA; AND (2) OPPOSITION TO MOTION FOR PARTIAL  
8 SUMMARY JUDGMENT OF PLAINTIFFS RAYMOND SANSOTA AND FRANCINE  
9 SANSOTA was E-Served, e-mailed and/or by placing an original or true copy thereof in a sealed  
10 envelope, with sufficient postage affixed thereto, in the United States mail at Las Vegas,  
11 addressed to:

- 12 • Bryan Cave, LLP – Jessica R. Maziarz, Julie Martin, Kathryn Brown, Lawrence G.  
13 Scarborough, Lisa Kirkeby, Mary Ann Vila, and Sarah Burwick  
14 • Christopher Legal Group - Shawn Christopher, Esq.  
15 • Law Office of Nicholas A. Boylan, APC – Nicholas A. Boylan, Esq., Marina Vaisman  
16 • McCarthy & Holthus - Kristin A. Schuler-Hintz, Esq., Thomas N. Beckom, Esq.  
17 • Smith Larsen & Wixom – Elise Fossum, Katie Weber, and Kent F. Larsen, Esq.  
18 • Tiffany & Bosco, P.A. - Gregory L. Wilde, Esq., Kevin S. Soderstrom, Esq.

19 Via U.S. Mail to:

20 Antoinette Gill  
21 4754 Deer Forest  
22 Las Vegas, NV 89139  
23 PRO SE

24   
25 An employee of BROOKS HUBLEY, LLP  
26  
27  
28

# EXHIBIT A

CLARK COUNTY, NEVADA  
FRANCES DEANE, REGORDER  
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RECORDED AT THE REQUEST OF:  
UNITED TITLE OF NEVADA

Assessor's Parcel Number:  
179-34-614-164  
Return To: CH Mortgage Company  
Post Closing Department  
12357 Riata Trace Pkwy, Suite C150  
Austin, TX 78727

01-30-2004 14:02 SUO  
OFFICIAL RECORDS  
BOOK/INSTR: 20040130-03803  
PAGE COUNT: 19  
FEE: 32.00  
RPT: .00

Prepared By:

Recording Requested By: CH Mortgage Company  
Post Closing Department  
12357 Riata Trace Pkwy, Suite C150  
Austin, TX 78727

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## DEED OF TRUST

MIN 100020410000274750

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 27, 2004 together with all Riders to this document.

(B) "Borrower" is Raymond R Sansota and Francine M Sansota, husband and wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is CH Mortgage Company L, Ltd., Limited Partnership

Lender is a Limited Partnership organized and existing under the laws of Texas

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
WITH MERS

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VMP Mortgage Solutions (800)521-7291  
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Lender's address is 12357 Riata Trace Pkwy, Suite C150  
Austin, TX 78727  
(D) "Trustee" is United Title of Nevada

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.  
(F) "Note" means the promissory note signed by Borrower and dated January 27, 2004.  
The Note states that Borrower owes Lender one hundred twenty-eight thousand nine hundred and 00/100

Dollars  
(U.S. \$128,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2034

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

☐ Adjustable Rate Rider  
☐ Balloon Rider  
☐ VA Rider

☐ Condominium Rider  
☒ Planned Unit Development Rider  
☐ Biweekly Payment Rider

☐ Second Home Rider  
☐ 1-4 Family Rider  
☐ Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 3) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time to

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time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Clark [Name of Recording Jurisdiction]:  
see Exhibit A attached hereto and made a part hereof

Parcel ID Number: 179-34-614-164  
1559 Ward Frontiers Lane  
Henderson  
("Property Address"):

which currently has the address of  
[Street]  
[City], Nevada 89015 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

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of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives

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Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. Those agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entitles or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or entirely; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be

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one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Initials *[Signature]*  
*[Signature]*

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UMP-64(NV) (0307)

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidenced.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$0.00

0000-6A(NV) (0307)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
Raymond A. Sansota (Seal)  
-Borrower

\_\_\_\_\_  
Francine M. Sansota (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

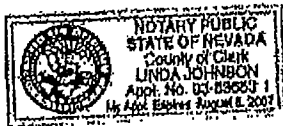
\_\_\_\_\_  
(Seal)  
-Borrower

20040130  
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STATE OF NEVADA  
COUNTY OF Clark

This instrument was acknowledged before me on  
Raymond R Sansota & Francine M Sansota

January 27, 2004 by



*Linda Johnson*

Mail Tax Statements To:

*Proprietor*

6A(NV) (0307)

Page 15 of 15

Initials: *RS*

000269690

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# EXHIBIT B

WHEN RECORDED MAIL TO AND  
RECORDING REQUESTED BY:

179-34-614-164  
Trustee Corps  
30 Corporate Park, Suite 400  
Irvine, CA 92606

Inst #: 201007280001789

Fees: \$15.00

N/C Fee: \$25.00

07/28/2010 10:31:27 AM

Receipt #: 442938

Requestor:

FIDELITY NATIONAL DEFAULT S

Recorded By: STN Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

Trustee Sale No. NV09003798-10-1 Loan No. REDACTED  
APN: 179-34-614-164 Title Order No: 100427643-NV-LPI

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to: WELLS FARGO BANK, N.A. all beneficial interest under that certain Deed of Trust dated as of January 27, 2004 executed by RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, as Trustor(s), to UNITED TITLE OF NEVADA as Trustee, and recorded January 30, 2004, as Instrument No. 03803 in Book 20040130, of Official Records, in the office of the County Recorder of Clark County, NV together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

SEE ATTACHED LEGAL EXHIBIT

Dated: 07/16/2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC  
AS NOMINEE FOR LENDER AND LENDERS  
SUCCESSORS OR ASSIGNEES

State of South Carolina  
County of York

By: John Kennedy, Assistant Secretary

*John Kennedy*

On July 21, 2010 before me, Carolyn M. Evans Notary Public in and for said county, personally appeared John Kennedy who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the Instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

*Carolyn M. Evans*

(Seal)

CAROLYN M. EVANS  
NOTARY PUBLIC  
SOUTH CAROLINA  
MY COMMISSION EXPIRES 08/18/2019

TC000022

RA000426

Trustee Sale No. NV08003788-10-1 Loan No. REDACTED  
APN: 179-34-614-164 Title Order No: 100427843-NV-LPI

## EXHIBIT

### Parcel I:

Lot Two (2) in Block Fifty-Five (55) of the Plat of OLD VEGAS RANCH UNIT 1 (HIGH NOON), a Common Interest Community, as shown by map thereof on file in Book 106 of Plats, Page 61, in the Office of the County Recorder of Clark County, Nevada.

Together with associated Garage Unit as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of High Noon at Old Vegas Ranch, recorded October 09, 2002 in Book 20021009 as Document No. 00581

### Parcel II:

A non-exclusive easement of reasonable ingress, egress and use in, to and over the common elements as set forth and subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for OLD VEGAS RANCH recorded October 3, 2002 in Book 20021003 as Document No. 01559, Official records.

TC000023

RA000427



# EXHIBIT C

APN: 179-34-514-164

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

Inst #: 201007280003653  
Fees: \$215.00  
N/C Fee: \$0.00  
07/28/2010 03:28:00 PM  
Receipt #: 443888  
Requestor:  
FIDELITY NATIONAL DEFAULT &  
Recorded By: B01 Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

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

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

NOTICE IS HEREBY GIVEN THAT: MTC FINANCIAL dba TRUSTEE CORPS is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under that certain Deed of Trust (together with any modifications thereto, the "Deed of Trust") dated January 27, 2004, executed by RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, as trustor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS as Beneficiary and CH MORTGAGE COMPANY I, LTD., LIMITED PARTNERSHIP as lender under Deed of Trust recorded on January 30, 2004, as Instrument No. 05803, in Book 20040130 of Official Records in the office of the County recorder of Clark County, Nevada, and that

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

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

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

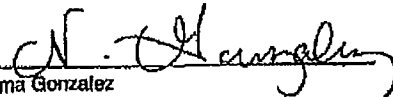
NOTICE

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

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:  
WELLS FARGO BANK, N.A.  
C/O TRUSTEE CORPS.  
30 Corporate Park, Suite 400  
Irvine, CA 92608  
Phone No.: 949-252-8300

Dated: July 27, 2010

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

  
By: Norma Gonzalez

State of California  
County of Orange

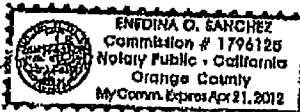
On July 28, 2010 before me, Enfina O. Sanchez, Notary Public in and for said county, personally appeared Norma Gonzalez who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in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

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

WITNESS my hand and official seal.

Signature





(Seal)

# EXHIBIT D

LPS-Agency Sales & Posting

Order # ASAP3674165

TS# NV09003798101

**AFFIDAVIT OF SERVICE**

State of Nevada  
County of Clark

I, Annette Miller, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

I served Raymond R. Sansota with a copy of the Danger Notice, with a copy of the Promissory Note attached to it, on 7/30/2010 at approximately 3:21 PM, by:

Personally posting a copy of the Danger Notice and Promissory Note on the property in the manner prescribed under the Nevada Revised Statutes, in a conspicuous place at the property, which is located at:

1559 Ward Frontier Lane  
Henderson NV 89015

In addition, I personally posted a copy of the Notice of Default on the property in the manner prescribed under the Nevada Revised Statutes, in a conspicuous place at the trust property.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated 7/30/2010

Vegas Legal Support Services, Inc.



Annette Miller  
930 S. 4th Street, Suite 200  
Las Vegas, NV 89101  
(702) 382-2747  
Nevada Licenses 988 & 988A

NLN ID# 170777 66  
COUNTY OF SERVICE: CLARK  
SERVER: Annette Miller  
MULTI BORROWER

RA000432

# EXHIBIT E

LPS-Agency Sales & Posting

Order # ASAP3674165

TS# NV09003798101

**AFFIDAVIT OF SERVICE**

State of Nevada )  
County of Clark )

I, Annette Miller, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

I served Francine M. Sanson with a copy of the Danger Notice, with a copy of the Promissory Note attached to it, on 7/30/2010 at approximately 3:21 PM, by:

Personally posting a copy of the Danger Notice and Promissory Note on the property in the manner prescribed under the Nevada Revised Statutes, in a conspicuous place at the property, which is located at:

1559 Ward Frontier Lane  
Henderson NV 89015

In addition, I personally posted a copy of the Notice of Default on the property in the manner prescribed under the Nevada Revised Statutes, in a conspicuous place at the trust property.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated 7-30-2010

Vegas Legal Support Services, Inc.



Annette Miller  
930 S. 4th Street, Suite 200  
Las Vegas, NV 89101  
(702) 382-2747  
Nevada Licenses 988 & 988A

NLN ID# 170779 66  
COUNTY OF SERVICE: CLARK  
SERVER: Annette Miller

# EXHIBIT F



**NOTICE**  
**YOU ARE IN DANGER OF LOSING YOUR HOME!**

Your home loan is being foreclosed. In *not less than* 60 days your home will be sold and you will be forced to move. For help, call:

Consumer Credit Counseling:

Community Services of Nevada  
Phone: 702-307-1710  
3320 Sunrise Avenue, Suite 108  
Las Vegas, Nevada 89101

The Attorney General:

Catherine Cortez Masto  
Phone: 702-486-3420  
Grant Sawyer Bldg.  
555 E. Washington Ave Suite 3900  
Las Vegas, Nevada 89101

The Division of Financial Institutions: Nevada Division of Financial Institutions

Phone: 702-486-4120  
2785 E. Desert Inn Rd.  
Las Vegas, NV 89121

Legal Services:

Nevada Legal Services, Inc  
Phone: 702-386-0404  
841-A East Second Street  
Carson City, NV 89701

Your Lender:

Wells Fargo Bank, N.A.  
3476 Stateview Blvd.  
Fort Mill, SC 29715  
(803) 396-6000

Fair Housing:

Nevada Fair Housing Center  
Phone: 702-731-6095  
3380 W. Sahara, Suite 150  
Las Vegas, NV 89102

# EXHIBIT G

# Declaration of Mailing

Trustee's Sale No. NV09003798-10

Date: 08/04/2010

Mailing: 10 Day

Page: 1

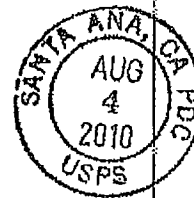
I, Freddy Alvidrez, declare: That I am an officer, agent, or employee of MTC FINANCIAL Inc dba Trustee Corps whose business address is 30 Corporate Park, Suite 400, Irvine, CA 92606

I am over the age of eighteen years; On 08/04/2010 by Certified mail, enclosed in a sealed envelope with postage fully prepaid, I deposited in the United States Post Office at Irvine notices, a true and correct copy of which is hereunto attached and made part hereof, addressed to the following:

Number of Article	Name of Addressee, Street, and Post Office Address	Cert Fee	R.R. Fee
71923789001010511623	NV MORTGAGE DBA SOMA FINANCIAL 871 CORONADO CENTER DR. #200 HENDERSON, NV 89052	\$3.09	\$1.85
71923789001010511630	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES INC. 577 LAMONT RD. ELMHURST, IL 60126	\$3.09	\$1.85
71923789001010511647	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES 577 LAMONT RD. ELMHURST, IL 60126	\$3.09	\$1.85
71923789001010511654	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES 577 LAMONT RD., P.O. BOX 1247 ELMHURST, IL 60126	\$3.09	\$1.85
71923789001010511661	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES P.O. BOX 1247 ELMHURST, IL 60126	\$3.09	\$1.85
71923789001010511678	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501-2026	\$3.09	\$1.85
71923789001010511685	OLD VEGAS RANCH LANDSCAPE MAINTENANCE ASSOCIATION C/O RMI MANAGEMENT LLC 630 TRADE CENTER DR STE 100 LAS VEGAS, NV 89119	\$3.09	\$1.85
71923789001010511692	HIGH NOON AT OLD VEGAS RANCH HOMEOWNERS ASSOCIATION C/O RMI MANAGEMENT LLC 630 TRADE CENTER DR STE 100 LAS VEGAS, NV 89119	\$3.09	\$1.85
71923789001010511708	FORECLOSURE MEDIATION PROGRAM ADMINISTRATOR 201 S. CARSON STREET, SUITE 109 CARSON CITY, NV 89701	\$3.09	\$1.85
71923789001010511715	SANSOTA, FRANCINE M. 1559 WARD FRONTIER LANE HENDERSON, NV 89015	\$3.09	\$1.85
		\$30.90	\$18.50

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee	Mall By (Name) Sending Employee
10			



I certify (or Declare) under penalty of perjury under the laws of the State of NV that the foregoing is true and correct

**AUG 04 2010**

(Date)

(Declarant)

*[Handwritten Signature]*

# Declaration of Mailing

Trustee's Sale No. NV09003798-10

Date: 08/04/2010

Mailing: 10 Day

Page: 2

I, Freddy Alvidrez, declare: That I am an officer, agent, or employee of MTC FINANCIAL Inc dba Trustee Corps whose business address is 30 Corporate Park, Suite 400, Irvine, CA 92606  
I am over the age of eighteen years; On 08/04/2010 by Certified mail, enclosed in a sealed envelope with postage fully prepaid, I deposited in the United States Post Office at Irvine notices, a true and correct copy of which is hereunto attached and made part hereof, addressed to the following:

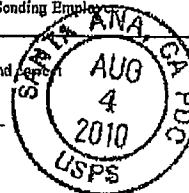
Number of Article	Name of Addressee, Street, and Post Office Address	Cert Fee	R.R. Fee
71923789001010511722	SANSOTA, FRANCINE M. 1559 WARD FRONTIER LANE HENDERSON, NV 89074-0015	\$3.09	\$1.85
71923789001010511739	SANSOTA, FRANCINE M. 1559 WARD FRONTIER LN HENDERSON, NV 89002-9392	\$3.09	\$1.85
71923789001010511746	SANSOTA, RAYMOND R. 1559 WARD FRONTIER LANE HENDERSON, NV 89015	\$3.09	\$1.85
71923789001010511753	SANSOTA, RAYMOND R. 1559 WARD FRONTIER LANE HENDERSON, NV 89074-0015	\$3.09	\$1.85
71923789001010511760	SANSOTA, RAYMOND R. 1559 WARD FRONTIER LN HENDERSON, NV 89002-9392	\$3.09	\$1.85
71923789001010511777	SANSOTA, FRANCINE M. 1559 WARD FRONTIER LANE HENDERSON, NV 89015	\$3.09	\$1.85
71923789001010511784	SANSOTA, RAYMOND R. 1559 WARD FRONTIER LANE HENDERSON, NV 89015	\$3.09	\$1.85
		\$21.63	\$12.95
Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee	Mall By (Name) Sending Employee
7			

I certify (or Declare) under penalty of perjury under the laws of the State of NV that the foregoing is true and correct.

AUG 04 2010

(Date)

(Declarant)



# EXHIBIT H

## DECLARATION OF NON-MILITARY SERVICE

Loan No: REDACTED  
T.S. No: NV09003798-10-1  
Owner(s): RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE

The undersigned, declares as follows:

I am informed and believe and on that ground allege that the matters stated in this declaration are true.

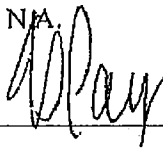
That RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE is not now, or within the period of three months prior to the making of this declaration, (a) in the Federal Service on active duty as a member of the Army of the United States, or the United States Navy, or the United States Air Force, or the Women's Army Corps, or as an officer of the Public Health Service; or (b) in training or being educated under the supervision of the United States preliminary to induction into the military service; or (c) under orders to report for induction under the Selective Training Service Act of 1940; or (d) a member of the Enlisted Reserve Corps under orders to report to military service; or (e) an American Citizen, serving with the forces of any nation allied with the United States in the prosecution of the war, within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; or (f) serving in the armed forces of the United States pursuant to the Selective Service Act of 1948.

That this declaration is made for the above referenced trustee's sale number for the purpose of inducing MTC FINANCIAL Inc., dba Trustee Corps, as trustee, without leave of court first obtained, to cause said property to be sold under the terms of said deed of trust pursuant to the power of sale contained therein.

I declare under penalty of perjury under the laws of the State of South Carolina that the foregoing is true and correct.

Executed on August 24, 2010  
(Date)

WELLS FARGO BANK, N.A.



By: Jennifer G. Payne  
Vice President of Loan Documentation

**THIS DECLARATION MUST BE COMPLETED AND RETURNED  
"PRIOR" TO THE DATE OF SALE.**

(B-MILT)

RA000441

# EXHIBIT I

179-34-614-164

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO  
MTC FINANCIAL Inc., dba Trustee Corps  
30 Corporate Park, Suite 400  
Irvine, CA 92606

Inst #: 201010070002406

Fees: \$14.00

N/C Fee: \$0.00

10/07/2010 11:07:54 AM

Receipt #: 632002

Requestor:

FIDELITY NATIONAL DEFAULT S

Recorded By: OSA Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

Trustee Safe No. NV09093796-10-1 Order No. 100427843-NV-LPI Loan No. REDACTED

### SUBSTITUTION OF TRUSTEE

WHEREAS, RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, was the original Trustor, UNITED TITLE OF NEVADA, was the original Trustee, and CH MORTGAGE COMPANY I, LTD., LIMITED PARTNERSHIP, was the original Lender and Mortgage Electronic Registration Systems Inc. as the original Beneficiary under that certain Deed of Trust dated 01/27/2004 and Recorded on 01/30/2004 as Instrument No. 03805 of official records in the Office of the Recorder of Clark County, Nevada.

WHEREAS, the undersigned, the current beneficiary, desires to substitute a new Trustee under said Deed of Trust in place of and instead of said original Trustee, or Successor Trustee, thereunder in the manner in said Deed of Trust provided,

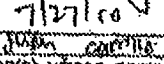
Now, THEREFORE, the undersigned hereby substitutes MTC FINANCIAL Inc., dba Trustee Corps, whose address is 30 Corporate Park, Suite 400, Irvine, CA 92606, as Trustee under said Deed of Trust.

DATE: 07/27/2010

By: WELLS FARGO BANK, N.A. by MTC FINANCIAL Inc dba Trustee Corps as its Attorney in Fact

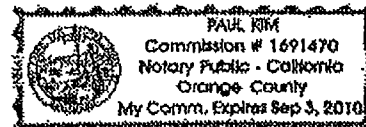
By: 

STATE OF: CA  
COUNTY OF: Orange

On 7/27/10 before me, Paul Kim, Notary Public, personally appeared  who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Notary Signature 



-326-  
BENKO



# EXHIBIT J

APN: 179-34-614-164

RECORDING REQUESTED BY:

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

Inst #: 201102080003078

Fees: \$15.00

N/C Fee: \$25.00

02/08/2011 03:12:32 PM

Receipt #: 670259

Requestor:

LBI TITLE AGENCY INC.

Recorded By: GILKS Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

Trustee Sale No. NV09003798-10-1 Title Order No:100427843-NV-LPI Client Reference Number:

REDACTED

### NOTICE OF TRUSTEE'S SALE IMPORTANT NOTICE TO PROPERTY OWNER

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

On March 8, 2011, at 10:00 AM, MTC FINANCIAL INC dba Trustee Corps, as duly appointed Trustee WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH at the front entrance to Nevada Legal News located at 930 S. 4TH Street, Las Vegas, NV., all right, title and interest conveyed to and now held by it under and pursuant to Deed of Trust Recorded on January 30, 2004, as Instrument No. 03803, in Book 20040130 of the Official Records in the office of the Recorder of Clark County, Nevada, executed by RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, as Trustor, Wells Fargo Bank, N.A., as Beneficiary, all that certain property situated in said County and State, and more commonly described as:

#### AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST

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

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

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

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

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

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

SALE INFORMATION CAN BE OBTAINED ON LINE AT [www.lpsasap.com](http://www.lpsasap.com)  
AUTOMATED SALES INFORMATION PLEASE CALL 714-259-7850

Dated: February 4, 2011

MTC FINANCIAL INC dba Trustee Corps  
TS No. NV09003798-10-1  
17100 Gillette Ave  
Irvine, CA 92614  
949-252-8300

Clarisa Gastelum, Authorized Signature

State of California  
County of Orange  
JCM

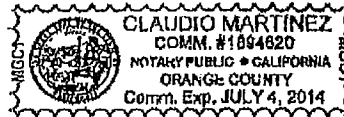
}ss.  
}ss  
Claudio Martinez

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

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

WITNESS my hand and official seal. -

Notary Name



# EXHIBIT K

# Declaration of Mailing

Trustee's Sale No. NV09003798-10-1

Date: 02/09/2011

Mailing: Sale

Page: 1

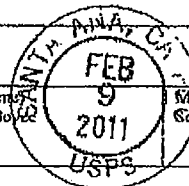
I, Yanicy Flores, declare: That I am an officer, agent, or employee of MTC FINANCIAL Inc. dba. Trustee Corps whose business address is 17100 Gillette Ave, Irvine, CA 92614

I am over the age of eighteen years; On 02/09/2011 by Certified and First Class mail, enclosed in a sealed envelope with postage notices,

a true and correct copy of which is hereunto attached and made part hereof, addressed to following:

Number of Article	Name of Addressee, Street, and Post Office Address	Cert Fee	R R Fee
71901017845100128883	OCCUPANT 1559 WARD FRONTIER LANE HENDERSON, NV 89015 NV09003798-10-1	\$3.41	\$1.10
71901017845100128890	RAYMOND R SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89015 NV09003798-10-1	\$3.41	\$1.10
71901017845100128906	NV MORTGAGE DBA SOMA FINANCIAL 871 CORONADO CENTER DR. #200 HENDERSON, NV 89052 NV09003798-10-1	\$3.41	\$1.10
71901017845100128913	RAYMOND R SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89074-0015 NV09003798-10-1	\$3.41	\$1.10
71901017845100128920	RAYMOND R SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89015 NV09003798-10-1	\$3.41	\$1.10
71901017845100128937	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES INC. 577 LAMONT RD. ELMHURST, IL 60126 NV09003798-10-1	\$3.41	\$1.10
71901017845100128944	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501-2026 NV09003798-10-1	\$3.41	\$1.10
71901017845100128951	FRANCINE M SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89015 NV09003798-10-1	\$3.41	\$1.10
71901017845100128968	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES 577 LAMONT RD. ELMHURST, IL 60126 NV09003798-10-1	\$3.41	\$1.10
71901017845100128975	RAYMOND R SANSOTA 1559 WARD FRONTIER LN HENDERSON, NV 89002-9392 NV09003798-10-1	\$3.41	\$1.10
		\$34.00	\$11.00

Number of Pieces by Sender 10	Number of Pieces Received	Postmaster (Name) Receiving Employee	Mail By (Name) Sending Employee
-------------------------------------	------------------------------	-----------------------------------------	------------------------------------



I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

2/9/11  
(Date)

YF  
(Declaring)

RA000448

# Declaration of Mailing

Trustee's Sale No. NV09003798-10-1

Date: 02/09/2011

Mailing: Sale

Page: 2

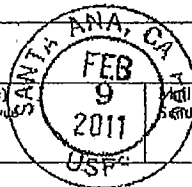
I, Yancy Flores, declare: That I am an officer, agent, or employee of MTC FINANCIAL Inc. dba Trustee Corps whose business address is 17100 Gillette Ave, Irvine, CA 92614

I am over the age of eighteen years; On 02/09/2011 by Certified and First Class mail, enclosed in a sealed envelope with postage notices,

a true and correct copy of which is hereunto attached and made part hereof, addressed to following:

Number of Article	Name of Addressee, Street, and Post Office Address	Cert Fee	R R Fee
71901017845100128982	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES 677 LAMONT RD., P.O. BOX 1247 ELMHURST, IL 60126 NV09003798-10-1	\$3.41	\$1.10
71901017845100128999	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/O HSBC MORTGAGE SERVICES P.O. BOX 1247 ELMHURST, IL 60126 NV09003798-10-1	\$3.41	\$1.10
71901017845100129002	OLD VEGAS RANCH LANDSCAPE MAINTENANCE ASSOCIATION C/O RMI MANAGEMENT LLC 630 TRADE CENTER DR STE 100 LAS VEGAS, NV 89119 NV09003798-10-1	\$3.41	\$1.10
71901017845100129019	HIGH NOON AT OLD VEGAS RANCH HOMEOWNERS ASSOCIATIO C/O RMI MANAGEMENT LLC 630 TRADE CENTER DR STE 100 LAS VEGAS, NV 89119 NV09003798-10-1	\$3.41	\$1.10
71901017845100129026	FRANCINE M SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89015 NV09003798-10-1	\$3.41	\$1.10
71901017845100129033	FRANCINE M SANSOTA 1559 WARD FRONTIER LANE HENDERSON, NV 89074-0015 NV09003798-10-1	\$3.41	\$1.10
71901017845100129040	FRANCINE M SANSOTA 1559 WARD FRONTIER LN HENDERSON, NV 89002-9392 NV09003798-10-1	\$3.41	\$1.10
		\$23.80	\$7.70

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee	Mailed By (Name) Mailing Employee
7			



I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

(Date)

(Declaring)

# EXHIBIT L

LPS-Agency Sales & Posting  
Order # ASAP3905217  
TS # NV09003798101

**AFFIDAVIT OF POSTING**

State of Nevada )  
County of Clark )

I, Ryan Kronbetter, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

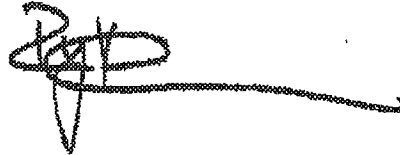
On 2/7/2011 at approximately 8:57 AM, I personally posted a copy of the Notice of Sale, as well as a copy of the Notice to Tenants of the Property, on the property in the manner prescribed under the Nevada Revised Statutes, in a conspicuous place at the trust property, which is located at:

1559 Ward Frontier Lane  
Henderson NV 89015

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated 2/7/2011

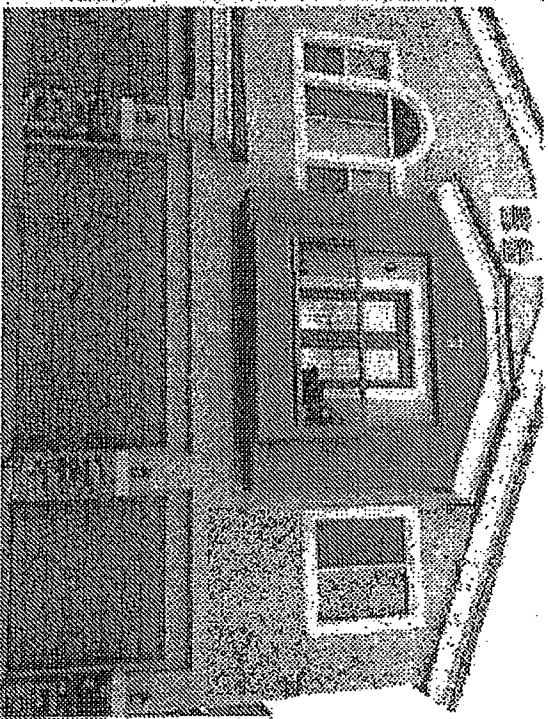
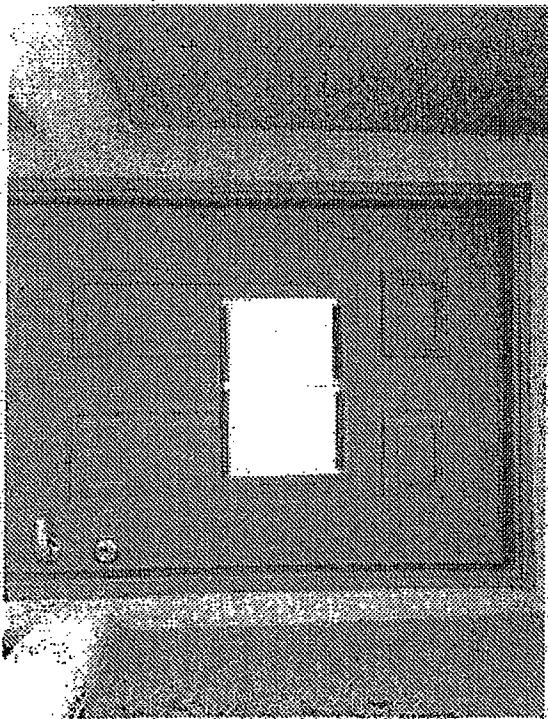
Vegas Legal Support Services, Inc.



Ryan Kronbetter  
930 S. 4th Street, Suite 200  
Las Vegas, NV 89101  
(702) 382-2747  
Nevada Licenses 988 & 988A

NLN ID# 272761 58  
COUNTY OF SERVICE: CLARK  
SERVER: Ryan Kronbetter





Photos taken by: Ryan Kronbetter County: CLARK 34  
 Photo Date: 2/7/2011 Time: 8:57 AM NLN ID# 272761 Page 1 of 1  
 Primary Borrower: Raymond R. Sansota and Francine M. Sansota  
 Property Address: 1559 Ward Frontier Lane, Henderson NV 89015

Vegas Legal Support Services, Inc.  
 930 S. 4th Street, Suite 200  
 Las Vegas, NV 89101  
 (702) 382-2747 Lic. 988 & 988A

LPS-Agency Sales & Posting Order # ASAP3905217 TS#NV09003798101

# EXHIBIT M

AFFP  
ASAP 3905217

## Affidavit of Publication

STATE OF NEVADA )  
COUNTY OF CLARK )

SS

I, Heather Ebner state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Feb 09, 2011  
Feb 18, 2011  
Feb 23, 2011

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Feb 23, 2011



Heather Ebner

NOTICE OF TRUSTEE'S SALE IMPORTANT NOTICE TO PROPERTY OWNER  
Trustee Sale No. NV09003796-10-1 Title Order No:100427843-NV-LPI Client  
Reference Number: REDACTED APN: 179-34-014-184 YOU ARE IN DEFAULT  
UNDER A DEED OF TRUST AND SECURITY AGREEMENT DATED January 27,  
2004. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE  
SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE  
OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.  
On March 9, 2011, at 10:00 AM, MTC FINANCIAL INC dba Trustee Corps, as duly  
appointed Trustee WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER  
FOR CASH at the front entrance to Nevada Legal News located at 930 S. 4TH  
Street, Las Vegas, NV., all right, title and interest conveyed to and now held by it  
under and pursuant to Deed of Trust Recorded on January 30, 2004, as Instrument  
No. 03803, in Book 20040190 of the Official Records in the office of the Recorder of  
Clark County, Nevada, executed by RAYMOND R SANSOTA AND FRANCINE M  
SANSOTA, HUSBAND AND WIFE, as Trustor, Wells Fargo Bank, N.A., as  
Beneficiary, all that certain property situated in said County and State, and more  
commonly described as: AS MORE FULLY DESCRIBED ON SAID DEED OF  
TRUST The property heretofore described is being sold "as is". The street address  
and other common designation, if any, of the real property described above is  
purported to be: 1550 WARD FRONTIER LANE, HENDERSON, NV 89015 The  
undersigned Trustee disclaims any liability for any incorrectness of the street  
address and other common designation, if any, shown herein. Said will be made, but  
without covenant or warranty express or implied, regarding title, possession or  
encumbrances, to pay the remaining unpaid balance of the obligations secured by  
the property to be sold and reasonably estimated costs, expenses and advances as  
of the first publication date of this Notice of Trustee's Sale, to wit: \$130,481.31  
estimated. Accrued interest and additional advances, if any, will increase the figure  
prior to sale. The property offered for sale excludes all funds held on account by the  
property receiver, if applicable. Beneficiary's bid at sale may include all or part of  
said amount. In addition to cash, the Trustee will accept, all payable at time of sale  
in lawful money of the United States a Cashier's check drawn by a state or national  
bank, a check drawn by a state or federal credit union, or a check drawn by a state  
or federal savings and loan association, savings association, or savings bank  
specified in the applicable sections of the Nevada Administrative Code and  
authorized to do business in the State of Nevada, or other such funds acceptable to  
the Trustee. The beneficiary under the Deed of Trust heretofore executed and  
delivered to the undersigned, a written Declaration of Default and Demand for Sale.  
The undersigned caused said Notice of Breach and Default and of Election to Cause  
Sale of Real Property Under Deed of Trust to be recorded in the County where the  
real property is located and more than three months have elapsed since such  
recording. If the Trustee is unable to convey title for any reason, the successful  
bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee  
and the successful bidder shall have no further recourse. SALE INFORMATION  
CAN BE OBTAINED ON LINE AT [www.lpsasap.com](http://www.lpsasap.com) AUTOMATED SALES  
INFORMATION PLEASE CALL 714-289-7860 Dated: February 4, 2011 MTC  
FINANCIAL INC dba Trustee Corps TS No. NV09003796-10-1 17100 Gillette Ave  
Irvine, CA 92614 949-252-8300 Clarissa Gaskelem, Authorized Signature ASAP/  
3905217 02/09/2011, 02/16/2011, 02/23/2011

04105236 00258575

AGENCY SALES & POSTING-2011  
3210 EL CAMINO REAL #200  
IRVINE, CA 92602

RA000454

# EXHIBIT N

A.P.N. 179-34-614-164

[Recording Requested By:

(WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO:)  
THE PREM DEFERRED TRUST  
8350 W. SAHARA AVE. #150  
LAS VEGAS, NV 89117

Inst #: 201103310003069

Fees: \$15.00 N/C Fee: \$0.00

RPTT: \$260.10 Ex: #

03/31/2011 12:35:30 PM

Receipt #: 724306

Requestor:

NATIONAL TITLE COMPANY

Recorded By: OSA - Page 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

[Space above this line for recorder's use only]

Trustee Sale No. NV09003798-10-1, Loan No. REDACTED Title Order No. 100427843-NV-  
LPI

## TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

- 1) The Grantee herein was not the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was: **\$133,586.50**
- 3) The amount paid by the grantee at the trustee sale was: **\$81,000.00**
- 4) The documentary transfer tax is: **\$ 260.10**
- 5) Said property is in the city of: **HENDERSON**

and **MYC FINANCIAL, Inc., dba TRUSTEE CORPS**, herein called "Trustee", as Trustee (or as Successor Trustee) of the Deed of Trust hereinafter described, hereby grants and conveys, but without covenant or warranty, express or implied, to **THE PREM DEFERRED TRUST**, herein called "Grantee", the real property in the County of **Clark**, State of **Nevada**, described as follows:

Parcel 1:

Lot Two (2) in Block Fifty-Five (55) of the Plat of OLD VEGAS RANCH UNIT 1 (HIGH NOON), a Common Interest Community, as shown by map thereof on file in Book 108 of Plats, Page 61, in the

Office of the County Recorder of Clark County, Nevada.

Together with associated Garage Unit as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of High Noon at Old Vegas Ranch, recorded October 09, 2002 in Book 20021008 as Document No. 00581

Parcel 11:

A non-exclusive easement of reasonable ingress, egress and use in, to and over the common elements as set forth and subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for OLD VEGAS RANCH recorded October 3, 2002 in Book 20021003 as Document No. 01555, Official records.

This deed is made pursuant to the authority and powers given to Trustee (or to Successor Trustee) by law and by that certain Deed of Trust dated January 27, 2004, made to RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE and recorded on January 30, 2004, as Instrument No. 03803 of Official Records in the office of the Recorder of Clark County,

Nevada, Trustee (or Successor Trustee) having complied with all applicable statutory provisions and having performed all of his duties under the said Deed of Trust. All requirements of law and of said Deed of Trust relating to this sale and to notice thereof having been complied with. Pursuant to the Notice of Trustee's Sale, the above described property was sold by Trustee (or Successor Trustee) at public auction, on 03/09/2011 at the place specified in said Notice, to Grantee who was the highest bidder therefor, for \$51,000.00 cash, in lawful money of the United States, which has been paid.

Dated: 03/09/2011

MTC FINANCIAL, INC dba TRUSTEE CORPS

  
GLORIA JUAREZ

THIS INSTRUMENT IS RECORDED  
AS AN ACCOMMODATION ONLY  
AND WITHOUT LIABILITY

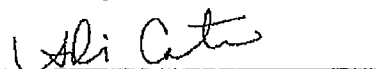
State of CALIFORNIA

County of ORANGE

On 3/15/11 before me, Adriana Contreras, a notary public personally appeared Gloria Juarez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Notary Public In and for said County and State



STATE OF NEVADA  
DECLARATION OF VALUE FORM

## 1. Assessor Parcel Number(s)

a. 179-34-614-164

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

## 2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.c. ☐ Condo/Twnhse d. ☐ 2-4 Plexe. ☐ Apt. Bldg f. ☐ Comm'l/Ind'lg. ☐ Agricultural h. ☐ Mobile Home☐ Other \_\_\_\_\_

## FOR RECORDER'S OPTIONAL USE ONLY

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

## 3. a. Total Value/Sales Price of Property

\$81,000.00

## b. Deed in Lieu of Foreclosure Only (value of property)

(\$81,000.00)

## c. Transfer Tax Value:

\$ 2,600.10

## d. Real Property Transfer Tax Due

## 4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: \_\_\_\_\_

Capacity: Trustee Sale OfficerSignature: GLORIA SUAREZCapacity: Grantor

## SELLER (GRANTOR) INFORMATION

## (REQUIRED)

Print Name: Trustee Corps.Address: 17100 Gillette AvenueCity: IrvineState: CA Zip: 92614

## (REQUIRED)

Print Name: THE PREM DEFERRED TRUSTAddress: 8360 W. SAHARA AVE #160City: LAS VEGASState: NV Zip: 89117

## BUYER (GRANTEE) INFORMATION

## COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: NATIONAL TITLE CO Esrow #: 2892266PAddress: 7252 W. Sahara Blvd State: NVCity: LAS VEGAS Zip: 89128

# EXHIBIT O



OUTSIDE WIRE  
DOMESTIC or INTERNATIONAL - US FUNDS ONLY

Branch Number: 2004 Date: 03/14/11

Sender ABA: REDACTED	Name: PACIFIC WESTERN BANK
Receiver ABA: REDACTED	Rec Bank Name: Wells Fargo Bank NA
Amount: \$ 51,000.00	Template ID:

Receiving Bank: Wells Fargo Bank NA  
 ADR: THOME CAMPUS  
 ADR: DES MOINES, IA 50328

Originator:	Acct# REDACTED
Name: TRUSTEE CORPS	
ADR: 17100 GILLETTE AVE.	
ADR: IRVINE, CA 92614	

Beneficiary:	Acct# REDACTED
Name: WELLS FARGO BANK, N.A.	
ADR:	
ADR:	

Beneficiary's Bank: COMPLETE THIS SECTION ONLY IF THE BENEFICIARY BANK DIFFERS FROM THE REFERRING BANK	
SWIFT Code / Acct # / ABA REDACTED	
IBAN / Sort Code:	
Name: WELLS FARGO BANK, N.A.	
ADR: THOME CAMPUS	
ADR: DES MOINES, IA 50328	
ADR:	

Orig to Benef info:	APPLY FUNDS TO LOAN REDACTED
Borrower:	SANSOTA, RAYMOND R / 3RD PARTY
FI to FI Info:	

BRANCH USE ONLY:		WIRE RECAP:	
Fee: \$ 0.00	Debit Account # REDACTED	Wire Amount	\$ 51,000.00
If analyzed or waived, fee should be \$0.		Fee:	\$
<input type="radio"/> Collected <input checked="" type="radio"/> Analyzed <input type="radio"/> Waived		Total Amount:	\$ 51,000.00

Pacific Western Bank is not responsible for delays, errors, claims or damages occasioned by the fault or negligence of correspondents through whose hands it may pass, once PWB has delivered the transfer to its correspondent. If any transfer is to any point outside the United States and a refund is necessary for any reason, the refund is to be made at First National Bank's current buying rate for exchange at the time of such refund. I/We hereby request Pacific Western Bank to effect this transfer at my/our risk to such person as the receiving bank believes to be the within named payee.

AUTHORIZATION: <input checked="" type="radio"/> Customer Authorization on File <input type="radio"/> Bank Use	
Customer: TRUSTEE CORPS	Signature: [Signature]
Phone #: 949-252-8330 XT. 150/180	Name/Title: OWNER/ TERRY JOHNSON
SSN/EIN #	Signature:
	Name/Title:

BRANCH USE - CUSTOMER CALLBACK & OFFICER APPROVAL				
Name & Telephone # of Customer Contact	Time Contacted	Response <input type="checkbox"/> OK to process <input type="checkbox"/> Discrepancy noted	Check Performed By	
Prepared By <input type="checkbox"/> Bank Employee - Initials: <input type="checkbox"/> Customer - Initials:	Print Name of Approving Officer	Signature of Approving Officer		
WIRE DEPT USE				
Input By	Verified By	Approved By	Ref #	Control #

REVISION DATE 05/08/2005 - NML

# EXHIBIT P

View File	Edit File	File History	File Mags	File Notes	Add File Note	File Docs	File Sendout		
Parties	Entities	Title	File Calendar	Fees/Payables	File Checks	Inv Hist			
View Case	Edit Case	Case History	Case Mags	Case Notes	Add Case Note	Case Docs	Case Sendout		
Affidavit	Sale Info	Vendors	Client Cont	Entity Cont	Case Calendar	Fees/Payables	Case Checks		
	Case Time	Financial Info	Loss Mit	VS Late	Sale PP	Case Values			

## Case NV09003798-10-1 - Notes

User: Gomez, Johnelle  
2 New Messages, 0 Calendar, 0 To Do  
Set Available - Yes Export Logout

File: NV09003798-10, Client: Wells Fargo Bank, N.A., Loan: REDACTED , Property: 1559 WARD FRONTIER LANE, HENDERSON, NV 89015, Clark

Module: Default Servicing, File Type: Default Servicing

Case: NV09003798-10-1, Ref Num: 100427843-NV-LPI, Type: Foreclosure, Seq: NV - TC, User: Lemus, Amy

Case Vendors: Agency Sales and Posting, LSI Title Company, as Agent, Sale Date: 03/09/2011

[Summary View](#) [Add Note](#) Category: All

# Redacted

# Redacted

File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10			General	Quezada, Carlos	03/14/2011 11:01:35	N/A
Note						Action
DEED GENERATED AND SENT OUT						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Diaz, Maria	03/14/2011 09:46:15	Yes
Note						Action
FUNDS WIRED TO WELLS FARGO						Edit Delete
AMOUNT: 51,000.00						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	03/09/2011 14:24:47	No
Note						Action
ASAP Update Received						Edit Delete
Transaction Date: 03/09/2011 Transaction Type: SaleScheduling - ResultOfSale Order Number: NV09003798101 Reference Number: 3905217 Sale Date: 03/09/2011 Sale Result: SOLDTOTHIRDPARTY Sale Amt: \$51000.00 Purchaser Name: THE PREM DEFERRED TRUST Purchaser Vesting: THE PREM DEFERRED TRUST Purchaser Address: 8360 W. SAHARA AVE. #160 Purchaser City: LAS VEGAS Purchaser State: NV Purchaser Zip: 89117 Purchaser Phone: 7029682907 Purchaser Rep: FEGIEL LOPEZ-ARREOLA						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Velasquez, Rosa	03/09/2011 12:34:45	Yes
Note						Action
BID RELEASED / 90% NPV						Edit Delete
10:00 AM 3905217 NV09003798101 NV Clark (NV) Clear \$50,814.20 SPECIFIED						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Slep Check List Item: 850. Presale	Anderson, Bukala	03/08/2011 16:15:22	N/A

			Audit, List: Pre Sale Audit - NV, Item: Confirm Correct Bid			
Note						Action
NO MI- 90% NPV- \$50,814.20						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880, Presale Audit, List: Pre Sale Audit - NV, Item: Sub Recorded	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
10/7/10						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880, Presale Audit, List: Pre Sale Audit - NV, Item: Notice of Sale Recorded Date	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/8/11						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880, Presale Audit, List: Pre Sale Audit - NV, Item: Note of Sale Posted	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/7/11						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880, Presale Audit, List: Pre Sale Audit - NV, Item: IRS Liens (Yes/No)	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
NO						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880, Presale Audit, List: Pre Sale Audit - NV, Item: Certificate Recorded	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/8/11						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880, Presale Audit, List: Pre Sale Audit - NV, Item: Confirm First Assignment Recorded	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
10/7/10						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 880, Presale Audit, List: Pre Sale Audit - NV, Item: NOS Mailings Sent	Anderson, Bukeka	03/08/2011 15:49:51	N/A
Note						Action
2/9/11						
File	Case	Sequence	Category	Created by	Date	Private

NV09003798-10	NV09003798-10-1	NV - TC	Pop Up Alert	Papadopoulos, Nicole	02/28/2011 09:03:56	No
Note						Action
<p>From: Rebecca Denise Fauble [mailto:rebecca_fauble@freddiemac.com] On Behalf Of External_FCP  Sent: Monday, February 28, 2011 4:51 AM  To: Brandon.W.Snyder@wellsfargo.com  Cc: Post Ponement Request  Subject: Re: FM# REDACTED Sale Date: 03/07/2011</p> <p>Postponement request denied. FC timelines are severely aged and have been exhausted with no successful loss mit. Proceed to sale.</p> <p>Thank you</p> <p>Freddie Mac Servicer Postponement Requirements:</p> <p>Please make sure that all postponement requests are sent to External_FCP at least 5 Business days prior to foreclosure sale date.</p> <p>In the subject line please include the following:</p> <ol style="list-style-type: none"> <li>1) The 9 digit Freddie Mac loan number ex. FM #123456789</li> <li>2) The foreclosure sale date in the following format (mm/dd/yyyy)</li> <li>3) If the sale date is within 5 days from the request please include the word URGENT in the subject line.</li> </ol> <p>Please ensure the following template is filled out when submitting a request:</p> <p>Freddie Mac Loan #:  Servicer Loan #:  Borrower's Last Name:  DDLPI:  Foreclosure Sale Date: (mm/dd/yyyy)  Attorney Name:  Attorney Phone#:  Complete Workout Package received (Y/N):  Shortsale closing date (if app.):  Reason for Postponement Request:</p> <p>For Emergency Requests ( those within 24 hours of sale) the following team members may be contacted by phone in addition to a written request to External_FCP@freddiemac.com:</p> <p>Rebecca Fauble 703-762-4048  Benjamin Gothelm 703-762-4114  Ingrid Robinson 703-388-7507</p> <p>If the sale is occurring in the state of "Florida" please include the word "Florida" in the subject line. Please note some jurisdictions require up to 14 days prior notification.</p> <p>Loans that are being reviewed or qualify under HAMP are to be directed to the Attorney Firms to establish the appropriate amount of time to postpone the foreclosure sales. Do not send HAMP/MHA requests to Freddie Mac, for we encourage the Servicers to work directly with the Attorney/Trustee Firms. Please provide the explanation of HAMP Review (only a 60 day period will be granted), or HAMP Trial Period, reporting the 1st date of the payment applied and when the last expected payment is to be made under the plan.</p> <p>&lt;Brandon.W.Snyder@wellsfargo.com&gt;  02/25/2011 09:30 AM To: &lt;External_FCP@freddiemac.com&gt;  cc: &lt;postponementrequest@trustee corps.com&gt;  Subject: FM# 385243529 Sale Date: 03/07/2011</p>						Edit Delete

Requesting investor approval to postpone this foreclosure sale date to allow for short sale reviews. Thank You.  
 Freddie Mac Loan #: REDACTED  
 Servicer Loan #: REDACTED  
 Borrower's Last Name: SANSOTA  
 DDLPT: 11/2008  
 Foreclosure Sale Date: 03/07/2011  
 Attorney Name: Malcolm Cisneros  
 Attorney Phone#: 848-252-9400  
 Complete Workout Package received (Y/N): Y  
 Shortsale closing date (if app.):  
 Reason for Postponement Request: SS REVIEWS

Brandon Snyder  
 Loan Servicing Specialist  
 Loss Mitigation  
 Wells Fargo Home Mortgage | 3476 Stateview Blvd | Fort Mill, SC 29715  
 MAC X7801-01K  
 Tel: 803-835-9121 | Fax: 866-612-6547  
 Brandon.W.Snyder@wellsfargo.com

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File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/24/2011 10:57:01	No
Note						Action
ASAP Update Received						Edit Delete
Transaction Date: 02/24/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/16/2011 05:19:12	No
Note						Action
ASAP Update Received						Edit Delete
Transaction Date: 02/16/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: \$348.75 Setup Fee: \$45.00 Newspaper: Nevada Legal News (NV) Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/11/2011 13:21:51	No
Note						Action
ASAP Update Received						Edit Delete
Transaction Date: 02/11/2011 Transaction Type: NOSPosting Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: \$0.00 Posting Date: 02/07/2011						
File	Case	Sequence	Category	Created by	Date	Private

NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/11/2011 13:21:51	No
Note						Action
ASAP Update Received						Edit Delete
Transaction Date: 02/11/2011 Transaction Type: NOSPosting Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: \$120.00 Posting Date: 02/07/2011						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 820: NOS RECORDED	KMICS, Support	02/08/2011 16:19:58	N/A
Note						Action
Completed via FND S TSG Integration						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/08/2011 08:52:38	No
Note						Action
ASAP Update Received						Edit Delete
Transaction Date: 02/08/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/04/2011 13:39:35	No
Note						Action
ASAP Update Received						Edit Delete
Transaction Date: 02/04/2011 Transaction Type: SaleScheduling - Confirmation Order Number: NV09003798101 Reference Number: 3905217 Sale Location: At the front entrance to Nevada Legal News located at 930 S. 4TH Street, Las Vegas, NV 89101 Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/04/2011 13:39:35	No
Note						Action
ASAP Update Received						Edit Delete
Transaction Date: 02/04/2011 Transaction Type: Publication Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: \$0.00 Setup Fee: \$0.00 Newspaper: Nevada Legal News (NV) Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	02/04/2011 13:39:35	No
Note						Action
ASAP Update Received						Edit Delete
Transaction Date: 02/04/2011 Transaction Type: NOSPosting Order Number: NV09003798101 Reference Number: 3905217 Pub Order: 3905217 Fee: \$0.00 Posting Date: 02/09/2011 Pub Date: 02/09/2011 Pub Date: 02/16/2011 Pub Date: 02/23/2011						



File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	Romero, Estaban	02/04/2011 13:11:35	Yes
Note						Action
Step Prepare and Proof Sale Notice (End) triggered charge Publication (Cost) for \$1500.00.						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 680. Prepare and Proof Sale Notice, List: Assignment, Item: Confirm First Assignment Recd	System	01/27/2011 11:10:25	N/A
Note						Action
N/A						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 150: Military Check	Padilla, Bobby	01/24/2011 08:18:55	N/A
Note						Action
Completed via batch text file upload by Padilla, Bobby						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Gonzalez, Jorge	01/23/2011 16:12:58	Yes
Note						Action
NV Cert placed in Cert folder						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 800: CONFIRM IF MEDIATION REQUIRED	Gonzalez, Jorge	11/09/2010 08:54:48	N/A
Note						Action
PREPARED MEDIATION TRUSTEE AFFIDAVIT.						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 500. CONFIRM IF MEDIATION REQUIRED, List: Mediation, Item: Borrower Returned Election to Mediate Form	Gonzalez, Jorge	11/09/2010 08:54:48	N/A
Note						Action
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Mediation	Gonzalez, Jorge	11/09/2010 09:51:33	Yes
Note						Action
PREPARED MEDIATION TRUSTEE AFFIDAVIT.						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step 580: Receive Sub	Muro, Sandy	10/05/2010 12:53:18	N/A
Note						Action
NOT RECEIVED SENT TO RECORD.						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Step Check List Item: 580. Receive Assignment, List: Docs, Item: Military Aff Received	Salazar, Sonita	08/25/2010 16:19:39	N/A
Note						Action
NON-MIL RECEIVED SENT TO FILING						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Coriopassi, Kimberly	08/20/2010 09:44:57	Yes

Note	Action																																										
<p>*ASSIGNMENT (MERS to WELLS FARGO) RECORDED JULY 28, 2010</p> <p>TITLE SUMMARY NV09003798-10</p> <p>CURRENT LIEN HOLDER: WELLS FARGO BANK*</p> <p>IS ASSIGN NEEDED *Assignment needed from WELLS current lien holder to FHLMO</p> <p>Other Assignment from N/A to N/A</p> <p>LIEN POSITION: FIRST</p> <p>Title Grade: UNKNOWN</p> <p>PRIOR LIENS SHOWING ON TITLE: None</p> <p>DOT (s): 1st In the amount of \$128,900.00 (WELLS - OURS) 2nd In the amount of \$104,900.00 (MERS - JR)</p> <p>Judgment (s): Lien position: JR /judgments/figures/plaintiff</p> <p>DELINQUENT PROPERTY TAXES:</p> <p>Year: Amt:</p> <p>IRS LIENS: Yes or None Amt:</p> <p>LIS PENDENS AND/OR FORFEITURE ACTIONS:</p> <p>Filed by Respondent/Defendant</p> <p>Copy of TSG Imaged/Attached for your reference</p> <p>Documents Imaged/Attached for execution: Substitution, Assignment(s) and Military Affidavit</p> <p>*ASSIGNMENT (MERS to WELLS FARGO) RECORDED JULY 28, 2010</p> <p>** A HOMESTEAD DECLARATION RECORDED APRIL 10, 2007</p> <p>From: Kimberly Cortopassi Sent: Friday, August 20, 2010 8:44 AM To: 'affidavitsdoc@wellsfargo.com' Subject: NV09003798-10 ----- REDACTED ----- FHLMO ----- NEED BY 9/3/2010</p>	<p>Edit Delete</p>																																										
<table border="1"> <thead> <tr> <th>File</th> <th>Case</th> <th>Sequence</th> <th>Category</th> <th>Created by</th> <th>Date</th> <th>Private</th> </tr> </thead> <tbody> <tr> <td>NV09003798-10</td> <td>NV09003798-10-1</td> <td>NV - TC</td> <td>Client</td> <td>KMICS, Support</td> <td>07/28/2010 17:02:55</td> <td>Yes</td> </tr> </tbody> </table> <p>Note</p> <p>Step FIRST LEGAL RECORDED (End) triggered charge PACER (Cost) for \$0.00.</p> <table border="1"> <thead> <tr> <th>File</th> <th>Case</th> <th>Sequence</th> <th>Category</th> <th>Created by</th> <th>Date</th> <th>Private</th> </tr> </thead> <tbody> <tr> <td>NV09003798-10</td> <td>NV09003798-10-1</td> <td>NV - TC</td> <td>Step 300: FIRST LEGAL RECORDED</td> <td>KMICS, Support</td> <td>07/28/2010 17:02:55</td> <td>N/A</td> </tr> </tbody> </table> <p>Note</p> <p>Completed via FNDS TSG integration</p> <table border="1"> <thead> <tr> <th>File</th> <th>Case</th> <th>Sequence</th> <th>Category</th> <th>Created by</th> <th>Date</th> <th>Private</th> </tr> </thead> <tbody> <tr> <td>NV09003798-10</td> <td>NV09003798-10-1</td> <td>NV - TC</td> <td>General</td> <td>Yamami, Allison</td> <td>07/28/2010 13:48:49</td> <td>Yes</td> </tr> </tbody> </table> <p>Note</p> <p>From: Allison Yamami Sent: Wednesday, July 28, 2010 1:46 PM To: FIDELITY Subject: NOD NV09003798-10-1 CLARK</p>	File	Case	Sequence	Category	Created by	Date	Private	NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	07/28/2010 17:02:55	Yes	File	Case	Sequence	Category	Created by	Date	Private	NV09003798-10	NV09003798-10-1	NV - TC	Step 300: FIRST LEGAL RECORDED	KMICS, Support	07/28/2010 17:02:55	N/A	File	Case	Sequence	Category	Created by	Date	Private	NV09003798-10	NV09003798-10-1	NV - TC	General	Yamami, Allison	07/28/2010 13:48:49	Yes	<p>Action</p> <p>Edit Delete</p> <p>Action</p> <p>Edit Delete</p> <p>Action</p> <p>Edit Delete</p>
File	Case	Sequence	Category	Created by	Date	Private																																					
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	07/28/2010 17:02:55	Yes																																					
File	Case	Sequence	Category	Created by	Date	Private																																					
NV09003798-10	NV09003798-10-1	NV - TC	Step 300: FIRST LEGAL RECORDED	KMICS, Support	07/28/2010 17:02:55	N/A																																					
File	Case	Sequence	Category	Created by	Date	Private																																					
NV09003798-10	NV09003798-10-1	NV - TC	General	Yamami, Allison	07/28/2010 13:48:49	Yes																																					

PLEASE RECORD NOD						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Dei Rio, Lizeth	07/28/2010 13:28:10	Yes
Note						Action
Pending Order#: 1597705						Edit Delete
Client: (TCORPS) - Trustee Corps Client Reference#: NV09003798101 Loan Number: REDACTED Trustor/Borrower Name: SANSOTA State: NV Post On Date: 07/28/10						
Service(s) requested: Post						
Instructions:						
Documents attached: DNCR (doc) LEGAL (pdf) NOD (doc) NOTE (pdf)						
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Tapia, Enrique	07/27/2010 10:03:37	Yes
Note						Action
EXECUTED ASSIGNMENT RECEIVED. SENT TO RECORD. OK TO PROCEED						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Oregon, Adrian	07/27/2010 08:21:32	Yes
Note						Action
asst received mers to wrl sent to bobby						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Pop Up Alert	Aragon, Gina	07/19/2010 12:11:40	Yes
Note						Action
PLEASE BRING EXECUTED ASSIGNMENT TO FIRST LEGAL DEPT. Dismissed by Tapia, Enrique on 07/27/2010 at 10:03 AM						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	General	Aragon, Gina	07/19/2010 12:11:16	Yes
Note						Action
WAITING FOR MERS ASSIGNMENT TO BE SIGNED AND RETURN BEFORE WE ARE ABLE TO RECORD THE FIRST LEGAL ACTION						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	Sagrero, Madeline	07/16/2010 08:32:05	Yes
Note						Action
Step Complete Case Setup/Order Bene check/Title (End) triggered charge Trustees Sale Guarantee (Cost) for \$0.						Edit Delete
File	Case	Sequence	Category	Created by	Date	Private
NV09003798-10	NV09003798-10-1	NV - TC	Client	KMICS, Support	07/14/2010 08:44:13	No
Note						Action
VendorScape Referral Load.						Edit Delete
Referral info:						
Type: FC Process: Foreclosure Client: Wells Fargo Home Mortgage File Type: Default Servicing Vendorscape Id: Redacted						
Loan info:						

Loan Number: REDACTED  
Type: FHLMC  
Vendor Type: Conventional-No PMI  
Portfolio: 708  
Lien Position: 1  
Orig Amount: 128900  
Loan Balance: 118356.97  
Late Charge Amount: 38.64  
Origination Date: 01/27/2004  
Maturity Date: 02/01/2034  
Duration: 0  
Interest Rate: 6  
Interest Method: Fixed  
Per Diem: 19.46  
Last Payment Date: 12/01/2009  
Next Payment Date: 12/01/2009  
Default Date: 12/01/2009  
Current Payment: 956.52

## Property Info:

Type: Condo/Townhouse  
Units: 0  
Legal Description: Client: SEE ATTACHED  
Tax Id: REDACTED  
Addr1: 1559 WARD FRONTIER LANE  
City: HENDERSON  
State: NV  
Zip: 89015  
County: CLARK

## Party Info:

Type: Borrower  
Ssn: - Redacted  
First Name: RAYMOND  
Last Name: SANSOTA  
Military: N  
Deceased: N  
Home Ph: 9999999999  
Addr1: 1559 WARD FRONTIER LN  
City: HENDERSON  
State: NV  
Zip: 89002-9392

Type: Borrower  
Ssn: - Redacted  
First Name: FRANCINE  
Last Name: SANSOTA  
Military: N  
Deceased: N  
Home Ph: 9999999999  
Addr1: 1559 WARD FRONTIER LANE  
City: HENDERSON  
State: NV  
Zip: 89015  
County: CLARK

Type: Investor  
Co Name: FHLMC  
Ref Number: REDACTED

## Foreclosure Info:

## Case Info:

## Arrearage Info:

Type: Late Charges  
Start Date: 01/20/2009  
Amount: 38.64

Type: Late Charges

Start Date: 01/26/2009 Amount: -38.64
Type: Late Charges Start Date: 06/18/2009 Amount: 38.64
Type: Late Charges Start Date: 07/16/2009 Amount: 38.64
Type: Late Charges Start Date: 08/17/2009 Amount: 38.64
Type: Late Charges Start Date: 12/16/2009 Amount: 38.64
Type: Late Charges Start Date: 03/16/2010 Amount: 38.64
Type: Late Charges Start Date: 04/16/2010 Amount: 38.64
Type: Late Charges Start Date: 05/17/2010 Amount: 38.64
Type: Late Charges Start Date: 06/14/2010 Amount: -270.48
Type: Late Charges Start Date: 06/16/2010 Amount: 38.64
Type: Escrow Advance Amount: 319.49
Type: Inspection Fee Start Date: 06/25/2010 Amount: 15
Type: LATE PAYMENT Start Date: 12/01/2009 Amount: 956.52
Type: LATE PAYMENT Start Date: 01/01/2010 Amount: 956.52
Type: LATE PAYMENT Start Date: 02/01/2010 Amount: 956.52
Type: LATE PAYMENT Start Date: 03/01/2010 Amount: 954.73
Type: LATE PAYMENT Start Date: 04/01/2010 Amount: 954.73
Type: LATE PAYMENT Start Date: 05/01/2010 Amount: 954.73
Type: LATE PAYMENT Start Date: 06/01/2010 Amount: 954.73
Type: LATE PAYMENT

Start Date: 07/01/2010 Amount: 954.73
Status Info:
Date: 07/14/2010 Val: Open
Event Info:
Src Event Id: 1 Name: Accept Referral Due Date: 07/14/2010 Comp Date: 07/14/2010
Src Event Id: 41 Name: FIRST LEGAL ACTION Due Date: 07/21/2010
Src Event Id: 488 Name: Title Received Due Date: 08/28/2010
Src Event Id: 95 Name: Presale Redemption Expires Due Date: 10/21/2010
Src Event Id: 7 Name: First Pub Date Plan Due Date: 10/26/2010
Src Event Id: 8 Name: Sale Date Due Date: 11/20/2010
Src Event Id: 382 Name: Accept Referral Due Date: 07/14/2010 Comp Date: 07/14/2010
File: NV09003798-10, Client: Wells Fargo Bank, N.A., Loan: REDACTED, Property: 1559 WARD FRONTIER LANE, HENDERSON, NV 89015, Clark Module: Default Servicing, File Type: Default Servicing Case: NV09003798-10-1, Ref Num: 100427843-NV-LPI, Type: Foreclosure, Seq: NV - TC, User: Lamus, Amy Case Vendors: Agency Sales and Posting, LSI Title Company, as Agent, Sale Date: 03/09/2011

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# EXHIBIT Q

Invoice Date

03/09/2011

Invoice Number

119416

Trustee Corps  
17100 Gillette Ave  
Irvine, CA 92614

Wells Fargo Bank, N.A.  
3476 Stateview Blvd.  
Fort Mill, SC 29715

TS #: NV09003798-10-1

Loan #: REDACTED

Investor #: REDACTED

Homeowner: SANSOTA, FRANCINE M., SANSOTA, RAYMOND R.

Address: 1559 WARD FRONTIER LANE, HENDERSON, NV 89015

Open Date: 07/14/2010

Closed Date: 03/09/2011

Closed Reason: Sold to Third Party-Invoice

## BILLING SUMMARY:

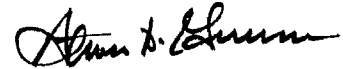
COSTS		
DATE	COST DESCRIPTION	AMOUNT
07/16/2010	Trustees Sale Guarantee	\$225.00
07/16/2010	Recording Notice of Default	\$216.00
07/26/2010	Posting NOD	\$85.00
07/28/2010	Invoice Processing Fee	\$5.00
08/20/2010	Recording Substitution of Trustee	\$14.00
08/20/2010	Recording Assignment	\$15.00
02/04/2011	Recording Assignment	\$15.00
02/04/2011	Certified Mailing Cost - One Month	\$118.86
02/04/2011	Recording Notice of Sale	\$15.00
02/04/2011	Publication	\$466.75
02/04/2011	Recording - Certificate of Mediation	\$14.00

FEES		
DATE	FEE DESCRIPTION	AMOUNT
07/26/2010	Trustees Fee 1	\$425.00
02/04/2011	Trustees Fee 2	\$125.00
03/09/2011	Trustees Fee 3	\$150.00

TOTALS		
DESCRIPTION		AMOUNT
Total Costs Since Last Billing		\$1189.41
Total Fees Since Last Billing		\$700.00
Total Amount Due		\$1889.41

Thank you for the opportunity to be of service.





CLERK OF THE COURT

1 RJND  
2 Richard J. Reynolds  
3 Nevada Bar No. 11864  
4 E-mail: rreynolds@bwsllaw.com  
5 BURKE, WILLIAMS & SORESENSEN, LLP  
6 1851 East First Street, Suite 1550  
7 Santa Ana, CA 92705-4067  
8 Tel: 949.863.3363 Fax: 949.863.3350

9 Michael R. Brooks, Esq.  
10 Nevada Bar No. 7287  
11 E-mail: mbrooks@brookshubley.com  
12 BROOKS HUBLEY, LLP  
13 1645 Village Center Circle, Suite 60  
14 Las Vegas, NV 89134  
15 Tel: 702.851.1191 Fax: 702.851.1198

16 Attorneys for DEFENDANT MTC FINANCIAL  
17 INC. dba TRUSTEE CORPS

18 **DISTRICT COURT**  
19 **CLARK COUNTY, NEVADA**

20 JEFFREY BENKO, a Nevada resident;  
21 CAMILO MARTINEZ, a California  
22 resident; ANA MARTINEZ, a California  
23 resident; FRANK SCINTA, a Nevada  
24 resident; JACQUELINE SCINTA, a Nevada  
25 resident; SUSAN HJORTH, a Nevada  
26 resident; RAYMOND SANSOTA, a Ohio  
27 resident; FRANCINE SANSOTA, a Ohio  
28 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;  
SUS 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;

Case No. A-11-649857-C

Dept. No.: XXIX

(ELECTRONIC FILING CASE)

**REQUEST FOR JUDICIAL NOTICE IN  
SUPPORT OF DEFENDANT MTC  
FINANCIAL INC. dba TRUSTEE  
CORPS':**

**(1) CROSS-MOTION FOR SUMMARY  
JUDGMENT OR, IN THE  
ALTERNATIVE, PARTIAL SUMMARY  
JUDGMENT AGAINST PLAINTIFFS  
RAYMOND SANSOTA AND FRANCINE  
SANSOTA; AND**

**(2) OPPOSITION TO MOTION FOR  
PARTIAL SUMMARY JUDGMENT OF  
PLAINTIFFS RAYMOND SANSOTA AND  
FRANCINE SANSOTA**

Hearing Date: March 14, 2017  
Time: 9:00 a.m.

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

13 Defendants.

14 Defendant MTC Financial Inc. dba Trustee Corps ("Trustee Corps"), respectfully requests  
15 that this Court, and any department to which this hearing is assigned, take judicial notice of the  
16 following official records, which were recorded in the Office of the County Recorder for Clark  
17 County, Nevada, copies of which are attached hereto, and referred to in the accompanying Motion  
18 for Summary Judgment:

19 1. Deed of Trust from plaintiffs Raymond Sansota and Francine Sansota, as  
20 Borrowers, in favor of CH Mortgage Company I, Ltd. Limited Partnership, as Beneficiary and  
21 Lender, referring to and securing a Promissory Note dated January 27, 2004, in the amount of  
22 \$128,900, recorded in the Official Records of Clark County, Nevada on January 30, 2004  
23 (Exhibit "1").

24 2 Substitution of Trustee substituting Trustee Corps as trustee in place of United  
25 Title of Nevada, executed on July 27, 2010 and recorded in the Official Records of Clark County,  
26 Nevada on October 7, 2010 (Exhibit "2").

27 3. Assignment of Deed of Trust assigning to Wells Fargo Bank, N.A. all beneficial  
28 interest in the above-referenced Deed of Trust, recorded in the Official Records of Clark County,  
Nevada on July 28, 2010 (Exhibit "3").

4. Notice of Breach and Default and of Election to Cause Sale of Real Property  
Under Deed of Trust pursuant to the above-referenced Deed of Trust, recorded in the Official

1 Records of Clark County, Nevada on July 28, 2010 (Exhibit "4").

2 5. Notice of Trustee's Sale, recorded in the Official Records of Clark County,  
3 Nevada on February 8, 2011 (Exhibit "5").

4 6. Trustee's Deed Upon Sale, recorded in the Official Records of Clark County,  
5 Nevada on March 31, 2011 (Exhibit "6").

6 7. Plaintiffs' Opposition to Defendants' Joint Motion to Dismiss the Second  
7 Amended Complaint, pp. 7 and 25 (Exhibit "7").

8 8. Transcript Re: Defendants' Joint Motion to Dismiss Plaintiffs' Second Amended  
9 Complaint, February 22, 2016 (Exhibit "8").

10 The Court is authorized to take judicial notice of the above official records based on the  
11 following authorities:

12 Judicial notice may be taken of facts not subject to reasonable dispute and either generally  
13 known in the community or capable of accurate and ready determination by reference to sources  
14 whose accuracy cannot be reasonably questioned. *See* N.R.S. 47.150.

15 Taking judicial notice of officially-recorded documents, such as deeds, trust deeds,  
16 CC&Rs, and the like, has been well-established. For example, in a local union's action for  
17 declaratory and injunctive relief to enforce a collective bargaining agreement covering hotel  
18 employees, judicial notice was taken of a quitclaim deed, grant deeds, and a cancellation of a  
19 lease and memorandum of lease covering hotel property, under Fed. Rules Evid., Rule 201. *Hotel*  
20 *Employees and Restaurant Employees Local 2 v. Vista Inn Management Co.*, 393 F. Supp. 2d  
21 972, 977-978 (N.D. Cal. 2005); *U.S. v. Crisp*, 1999 WL 1398780 (E. D. Cal. 1999) (taking  
22 judicial notice of a deed of trust); *Western Federal Sav. & Loan Ass'n v. Heflin Corp.*, 797 F.  
23 Supp. 790, 792 (N. D. Cal. 1992) (Court took judicial notice of deeds of trust). *See also Evans v.*  
24 *California Trailer Court, Inc.*, 28 Cal. App. 4th 540, 549 (1994) (recorded deeds and trust deeds),  
25 *citing Maryland Casualty Co. v. Reeder*, 221 Cal. App. 3d 961, 977 (1990); *Cal-American*  
26 *Income Property Fund II v. County of Los Angeles*, 208 Cal. App. 3d 109, 112, n. 2 (1989).

27 A Court may also consider "documents 'whose contents are alleged in a complaint and  
28 whose authenticity no party questions, which are not physically attached to the [plaintiff s]

1 pleading.” *Parrino v. FHP, Inc.*, 146 F.3d 699, 705 (9th Cir. 1998) (quoting *Branch v. Tunnell*,  
2 14 F.3d 449, 454 (9th Cir. 1994); *Vargas v. Reconstruct Company*, 2008 W.L. 5101557, at \*3  
3 (E.D. Cal. 2008).

4 Trustee Corps therefore respectfully requests that the Court take judicial notice of the  
5 above officially-recorded records.

6 **AFFIRMATION**

7 **Pursuant to NRS 239B.030**

8 \* \* \* \* \*

9 The undersigned does hereby affirm that this document does not contain the Social  
10 Security Number of any person.

11 DATED this 24th day of February, 2017.

12 BROOKS HUBLEY, LLP  
13 1645 Village Center Circle, Suite 60  
14 Las Vegas, NV 89134

15 By: 

16 Michael R. Brooks  
17 Attorneys for Defendant  
18 MTC FINANCIAL INC. dba TRUSTEE  
19 CORPS  
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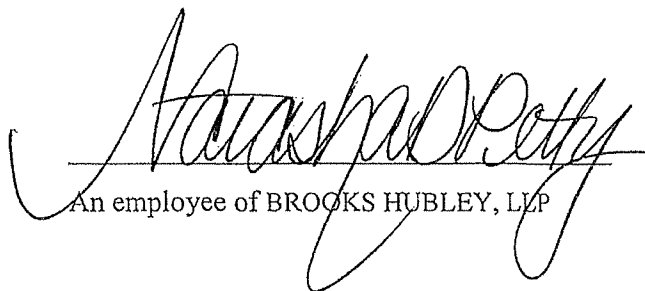
1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of BROOKS HUBLEY, LLP, and  
3 that on February 24, 2017, that a true copy of the **REQUEST FOR JUDICIAL NOTICE IN**  
4 **SUPPORT OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS': (1)**  
5 **CROSS-MOTION MOTION FOR SUMMARY JUDGMENT OR, IN THE**  
6 **ALTERNATIVE, PARTIAL SUMMARY JUDGMENT AGAINST PLAINTIFFS**  
7 **RAYMOND SANSOTA AND FRANCINE SANSOTA; AND (2) OPPOSITION TO**  
8 **MOTION FOR PARTIAL SUMMARY JUDGMENT OF PLAINTIFFS RAYMOND**  
9 **SANSOTA AND FRANCINE SANSOTA** was E-Served, e-mailed and/or by placing an original  
10 or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United  
11 States mail at Las Vegas, addressed to:

- 12 • Bryan Cave, LLP – Jessica R. Maziarz, Julie Martin, Kathryn Brown, Lawrence G.  
13 Scarborough, Lisa Kirkeby, Mary Ann Vila, and Sarah Burwick  
14 • Christopher Legal Group - Shawn Christopher, Esq.  
15 • Law Office of Nicholas A. Boylan, APC – Nicholas A. Boylan, Esq., Marina Vaisman  
16 • McCarthy & Holthus - Kristin A. Schuler-Hintz, Esq., Thomas N. Beckom, Esq.  
17 • Smith Larsen & Wixom – Elise Fossum, Katie Weber, and Kent F. Larsen, Esq.  
18 • Tiffany & Bosco, P.A. - Gregory L. Wilde, Esq., Kevin S. Soderstrom, Esq.

19 Via U.S. Mail to:

20 Antoinette Gill  
21 4754 Deer Forest  
22 Las Vegas, NV 89139  
23 PRO SE

24   
25 An employee of BROOKS HUBLEY, LLP  
26  
27  
28

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**INDEX OF EXHIBITS**

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7. Plaintiffs' Opposition to Defendants' Joint Motion to Dismiss the Second Amended Complaint, pp. 7 and 25.

8. Transcript Re: Defendants' Joint Motion to Dismiss Plaintiffs' Second Amended Complaint, February 22, 2016.

# EXHIBIT 1

CLARK COUNTY, NEVADA  
FRANCES DEANE, RECORDER

20040130  
03803

RECORDED AT THE REQUEST OF:  
UNITED TITLE OF NEVADA

01-30-2004 14:02 SUG

OFFICIAL RECORDS

BOOK/INSTR: 20040130-03803

PAGE COUNT: 19

FEE: 32.00  
RETT: .05

Assessor's Parcel Number:

179-34-614-164

Return To: CH Mortgage Company

Post Closing Department

12357 Riata Trace Pkwy, Suite C150

Austin, TX 78727

Prepared By:

Recording Requested By: CH Mortgage Company

Post Closing Department

12357 Riata Trace Pkwy, Suite C150

Austin, TX 78727

[Space Above This Line For Recording Data]:

## DEED OF TRUST

MIN

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 27, 2004 together with all Riders to this document.

(B) "Borrower" is Raymond R Sansota and Francine M Sansota, husband and wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is CH Mortgage Company I, Ltd., Limited Partnership

Lender is a Limited Partnership organized and existing under the laws of Texas

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
WITH MERS

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VMP Mortgage Solutions (800)521-7291

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Lender's address is 12357 Rinta Trace Pkwy, Suite C150  
Austin, TX 78727  
(D) "Trustee" is United Title of Nevada.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated January 27, 2004.  
The Note states that Borrower owes Lender one hundred twenty-eight thousand nine

hundred and 00/100 Dollars  
(U.S. \$128,986.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2034.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

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time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Clark [Name of Recording Jurisdiction]:

See Exhibit A attached hereto and made a part hereof

Parcel ID Number: 179-34-614-164  
1559 Ward Frontier Lane  
Henderson  
("Property Address"):

which currently has the address of  
[Street]  
[City], Nevada 89015 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

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of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives

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Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be

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Form 3029 1/01

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one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$0.00

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
Raymond R. Samsota (Seal)  
-Borrower

\_\_\_\_\_  
Francine M. Samsota (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

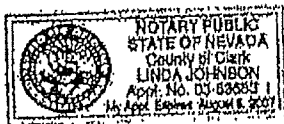
\_\_\_\_\_  
(Seal)  
-Borrower

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STATE OF NEVADA  
COUNTY OF Clark

January 27, 2004 by

This instrument was acknowledged before me on  
Raymond R Sansota & Francine M Sansota



*Linda Johnson*

Malt Tax Statements For:

*Therpeia*

# EXHIBIT 2

179-34-614-184

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO  
MTC FINANCIAL Inc., dba Trustee Corps  
30 Corporate Park, Suite 400  
Irvine, CA 92606

Inst #: 201010070002406

Fees: \$14.00

N/C Fee: \$0.00

10/07/2010 11:07:54 AM

Receipt #: 532002

Requestor:

FIDELITY NATIONAL DEFAULT S

Recorded By: OSA Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

Trusted Sale No. NV09008798-10-1 Order No. 100427843-NV-LPI Loan No. REDACTED

### SUBSTITUTION OF TRUSTEE

WHEREAS, RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, was the original Trustor, UNITED TITLE OF NEVADA, was the original Trustee, and CH MORTGAGE COMPANY I, LTD., LIMITED PARTNERSHIP, was the original Lender and Mortgage Electronic Registration Systems Inc. as the original Beneficiary under that certain Deed of Trust dated 01/27/2004 and Recorded on 01/30/2004 as Instrument No. 03809 of official records in the Office of the Recorder of Clark County, Nevada.

WHEREAS, the undersigned, the current beneficiary, desires to substitute a new Trustee under said Deed of Trust in place of and instead of said original Trustee, or Successor Trustee, thereunder in the manner in said Deed of Trust provided.

Now, THEREFORE, the undersigned hereby substitutes MTC FINANCIAL Inc., dba Trustee Corps, whose address is 30 Corporate Park, Suite 400, Irvine, CA 92606, as Trustee under said Deed of Trust.

DATE: 07/27/2010

By: WELLS FARGO BANK, N.A. by MTC FINANCIAL Inc dba Trustee Corps as its Attorney in Fact

By:

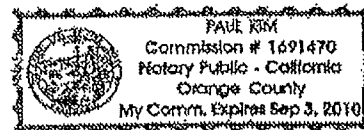
STATE OF: CA  
COUNTY OF: Orange

On 7/27/10 before me, Paul Kim, Notary Public, personally appeared Juan Camille, authorized signatory, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Signature



-326-  
BENKO



# EXHIBIT 3

IN THE SUPREME COURT OF THE STATE OF NEVADA

JEFFREY BENKO, a Nevada resident,  
et al.,

Appellants,

vs.

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

Respondents.

Supreme Court Case No. 73484

Electronically Filed  
May 10 2018 08:16 a.m.  
Eighth Judicial District Court  
Case No. A-11-649875-1  
Elizabeth A. Brown  
Clerk of Supreme Court

On Appeal from an Order Dismissing  
Case as A Matter of Law and  
Directing Judgment in Defendants'  
Favor with Prejudice in Connection  
with Plaintiffs' Third Amended  
Complaint

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**RESPONDENTS' APPENDIX**  
**(VOLUME 2 of 8)**

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

Lawrence G. Scarborough  
Admitted *Pro Hac Vice*  
Jessica R. Maziarz  
Admitted *Pro Hac Vice*  
Kathryn E. Bettini  
Admitted *Pro Hac Vice*  
Bryan Cave Leighton Paisner LLP  
Two North Central Avenue, Suite 2100  
Phoenix, Arizona 85004

*Attorneys for Respondent California Reconveyance Company*

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Declaration of Gloria Juarez in Support of Defendant MTC Financial Inc. dba Trustee Corps' Objections to Additional Evidence Filed Beladtely by Plaintiffs Raymond Sansota and Francine Sansota in Support of Their Motion for Partial Summary Judgment	03/10/17	4	RA000901-903
Declaration of Jerett T. Yan in Support of Defendant MTC Financial Inc. dba Trustee Corps' Cross-Motion for Summary Judgment	03/13/17	4	RA000907-1202
Declaration of Jerett T. Yan in Support of Defendant MTC Financial Inc. dba Trustee Corps' Objections to Additional Evidence Filed Belatedly by Plaintiffs Raymond Sansota and Francine Sansota in Support of Their Motion for Partial Summary Judgment	03/10/17	3	RA000567-900
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Omitted)			
Defendant MTC Financial Inc. dba Trustee Corps' Cross-Motion 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	02/24/17	2	RA000317-392
Defendant MTC Financial Inc. dba Trustee Corps' Joinder to California Reconveyance Company's Motion for Summary Judgment	04/07/17	8	RA001824-1826
Defendant MTC Financial Inc. dba Trustee Corps' Joinder to Quality Loan Service Corporation's Motion for Summary Judgment	04/07/17	8	RA001821-1823
Defendant MTC Financial Inc. dba Trustee Corps' Memorandum in Opposition to Motion for Partial Summary Judgment of Plaintiffs Raymond Sansota and Francine Sansota; Declaration of Allan E. Ceran in Support Thereof	02/24/17	1	RA000212-292
Defendant MTC Financial Inc. dba Trustee Corps' Objections to Additional Evidence Filed Belatedly by Plaintiffs Raymond Sansota and Francine Sansota in Support of Their Motion for Partial Summary Judgment	03/10/17	3	RA000517-524
Discovery Commissioner's Report and Recommendations	10/05/16	1	RA000156-164
Federal Court Order Granting Motions to Dismiss with Prejudice	01/02/13	1	RA000122-136
MTC Financial Inc. dba Trustee Corps' Evidentiary Objections to Declaration of Nicholas A. Boylan Filed in Support of Sansota's Motion for Partial Summary Judgment	02/24/17	2	RA000393-400
MTC Financial Inc. dba Trustee Corps' Objections to the Separate Statement in Support of Sansota's Preliminary Opposition to Trustee Corps' Cross-Motion for Summary	03/10/17	3	RA000525-556



<b>DESCRIPTION</b>	<b>FILE DATE</b>	<b>VOLUME</b>	<b>PAGE</b>
MTC Financial Inc. dba Trustee Corps' Objections to the Supplemental Separate Statement in Support of the Reply Memorandum of Raymond Sansota and Francine Sansota in Support of Motion for Partial Summary Judgment	03/10/17	3	RA000557-566
National Default Servicing Corporation's Joinder to Defendant California Reconveyance Company's Motion for Summary Judgment	04/14/17	8	RA001837-1839
Notice of Appeal (Attachments Omitted)	01/29/13	1	RA000137-138
Notice of Department Reassignment	10/26/16	1	RA000165
Notice of Entry of Discovery Commissioner's Report and Recommendations	12/13/16	1	RA000198-211
Notice of Entry of Discovery Commissioner's Report and Recommendations	03/17/17	5	RA001203-1217
Notice of Entry of Discovery Commissioner's Report and Recommendations	03/31/17	5	RA001218-1229
Notice of Entry of Discovery Commissioner's Report and Recommendations	04/12/17	8	RA001827-1836
Notice of Entry of Discovery Commissioner's Report and Recommendations from Hearing on July 20, 2016	11/15/16	1	RA000166-178
Notice of Entry of Discovery Commissioner's Report and Recommendations for Hearing on September 21, 2016	11/15/16	1	RA000179-197
Opposition to the Plaintiffs' Motion to Remand	04/02/12	1	RA000067-80
Plaintiffs' Memorandum of Points and Authorities in Support of Plaintiffs Motion for Order Granting Leave to File Second Amended Complaint (Exhibits Omitted)	04/12/12	1	RA000081-110

<b>DESCRIPTION</b>	<b>FILE DATE</b>	<b>VOLUME</b>	<b>PAGE</b>
Plaintiffs' Motion to Remand to Nevada State Court, Pursuant to the "Local Controversy Exception" to the Class Action Fairness Act (Plaintiffs' Request for Judicial Notice, Related Exhibits, and Certification of Service Omitted)	03/14/12	1	RA000001-66
Quality Loan Service Corporation's Motion for Summary Judgment on Amended Complaint	04/03/17	5, 6, 7	RA001230-1634
Quality Loan Service Corporation's Opposition to the Motion for Partial Summary Judgment	02/24/17	2	RA00293-316
Request for Judicial Notice in Support of Defendant MTC Financial Inc. dba Trustee Corps': (1) Cross-Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment Against Plaintiffs Raymond Sansota and Francine Sansota; and (2) Opposition to Motion for Partial Summary Judgment of Plaintiffs Raymond Sansota and Francine Sansota (Exhibit 8 Omitted)	02/24/17	2, 3	RA000476-516

1 involvement in a forbearance agreement that Laghaei entered into with Bank of America.

2 4. On February 10, 2017, I caused to be served upon Laghaei a series of written  
3 discovery requests (requests for production of documents, requests for admission, and  
4 interrogatories) to determine the bases of his allegations. To date, I have not received responses  
5 to these requests. In addition, Laghaei has not provided Trustee Corps with his mandatory initial  
6 disclosures. Mr. Boylan had included some information regarding Laghaei in plaintiffs'  
7 supplemental disclosures sent to Trustee Corps on July 21, 2016, but Laghaei was not a named  
8 plaintiff at that time and there is no indication that these materials satisfy the requirements of  
9 NRCP 16.1(a)(1).

10 5. I plan to schedule a deposition of Laghaei once I receive his initial disclosures and  
11 responses to Trustee Corps' written discovery requests. I may also need to conduct further  
12 discovery on behalf of Trustee Corps, depending on the information that I receive in response to  
13 my initial discovery requests, which may include interviews of Trustee Corps' current and former  
14 employees and clients to determine the bases and validity Laghaei's claims.

15 6. I asked Mr. Boylan in writing several times before filing this opposition to enter  
16 into a stipulation on behalf of Sansota to continue or vacate the hearing date on his motion until  
17 Trustee Corps had completed its discovery into Laghaei's claims, but Mr. Boylan refused to so  
18 stipulate. In my opinion, based on my familiarity with and participation in this action over the  
19 past ten months, hearing Sansota's motion before I am able to complete discovery into Laghaei's  
20 allegations would be prejudicial to Trustee Corps' ability to oppose Sansota's motion to the  
21 extent that the Court decides to consider the Laghaei materials over my objections to their  
22 relevance to Sansota's individual claim that Trustee Corps acted as a debt collector as to Sansota.

23 7. Attached hereto as Exhibit A and incorporated by reference herein are true and  
24 correct copies of the following pages of the transcript of the deposition of plaintiff Raymond  
25 Sansota, taken on November 17, 2016: 14, 31-33, 47, 49, 51-52, 54-57, and 81.

26 8. Attached hereto as Exhibit B and incorporated by reference herein are true and  
27 correct copies of the following pages of the transcript of the deposition of plaintiff Francine  
28 Sansota, taken on November 17, 2016: 29-32.

1           9.       Attached hereto as Exhibit C and incorporated by reference herein are true and  
2 correct copies of the following pages of the transcript of the deposition of Cathe Cole-Sherburn,  
3 taken on November 1, 2016; 7, 9, and 77-78.

4           I declare under penalty of perjury under the laws of Nevada that the foregoing is true and  
5 correct and that this declaration is executed this 24th day of February, 2017 at Los Angeles,  
6 California.



Allan E. Ceran

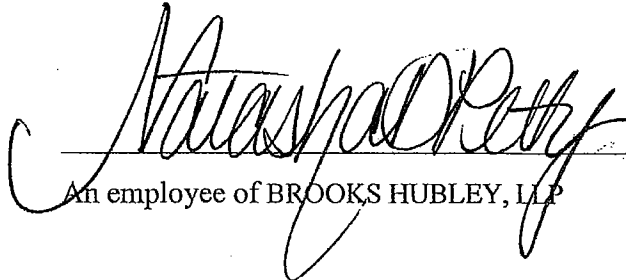
1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of BROOKS HUBLEY, LLP, and  
3 that on February 24, 2017, that a true copy of the **DEFENDANT MTC FINANCIAL INC. dba**  
4 **TRUSTEE CORPS' MEMORANDUM IN OPPOSITION TO MOTION FOR PARTIAL**  
5 **SUMMARY JUDGMENT OF PLAINTIFFS RAYMOND SANSOTA AND FRANCINE**  
6 **SANSOTA; DECLARATION OF ALLAN E. CERAN IN SUPPORT THEREOF** was E-  
7 Served, e-mailed and/or by placing an original or true copy thereof in a sealed envelope, with  
8 sufficient postage affixed thereto, in the United States mail at Las Vegas, addressed to:

- 9 • Bryan Cave, LLP – Jessica R. Maziarz, Julie Martin, Kathryn Brown, Lawrence G.  
10 Scarborough, Lisa Kirkeby, Mary Ann Vila, and Sarah Burwick  
11 • Christopher Legal Group - Shawn Christopher, Esq.  
12 • Law Office of Nicholas A. Boylan, APC – Nicholas A. Boylan, Esq., Marina Vaisman  
13 • McCarthy & Holthus - Kristin A. Schuler-Hintz, Esq., Thomas N. Beckom, Esq.  
14 • Smith Larsen & Wixom – Elise Fossum, Katie Weber, and Kent F. Larsen, Esq.  
15 • Tiffany & Bosco, P.A. - Gregory L. Wilde, Esq., Kevin S. Soderstrom, Esq.

16 Via U.S. Mail to:

17 Antoinette Gill  
18 4754 Deer Forest  
19 Las Vegas, NV 89139  
20 PRO SE

21   
22 An employee of BROOKS HUBLEY, LLP  
23  
24  
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# EXHIBIT A

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DISTRICT COURT  
CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; )  
CAMILLO 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 )  
GILLE, a Nevada resident, )  
JESSE HENNIGAN, a Nevada resident, )  
KIM MOORE, a Nevada resident, )  
THOMAS MOORE, a Nevada resident; )  
SUS KALLEN, a Nevada resident; )  
ROBERT MANDARICH, a Nevada resident; )  
JAMES ICO, a Nevada resident and )  
PATRICIA TAGLIAMONTE, a Nevada resident )  
Plaintiff, )  
vs. ) Case No. A-11-649857-C  
QUALITY LOAN SERVICE CORPORATION, a )  
California Corporation; )  
///

VIDEO DEPOSITION OF RAYMOND SANSOTA,  
taken at 2520 Saint Rose Parkway, Suite 316,  
Henderson, Nevada 89074, beginning at 10:26 A.M.  
and ending at 12:44 P.M. on Thursday, November 17, 2016

Reported by:  
Sarah Padilla, CCR NO. 929  
Job No. 2479160A  
Pages 1 - 86

1     ///  
2     APPLETON PROPERTIES, LLC, a  
3     Nevada Limited Liability Company;  
4     MTC FINANCIAL, INC. dba TRUSTEE  
5     CORPS, a California Corporation  
6     MERIDIAN FORECLOSURE SERVICE,  
7     a California and Nevada Corporation  
8     dba MTDS, Inc., dba MERIDIAN TRUST  
9     DEED SERVICE; NATION DEFAULT  
10    SERVICING CORPORATION, an Arizona  
11    Corporation; CALIFORNIA RECONVEYANCE  
12    COMPANY, a California Corporation;  
13    and DOES 1 through 100, inclusive,  
14  
15                   Defendants.

17                   -oOo-



1 other than Exhibit 2? Is that your testimony?

2 A I think now only through a document like  
3 this that we know -- we realize, you know, it was  
4 taken -- the house was taken away.

5 MR. BOYLAN: Question, please.

6 MR. CERAN: There is a question.

7 MR. BOYLAN: He answered it.

8 MR. CERAN: I don't think so.

9 MR. BOYLAN: What was the question and  
10 answer?

11 MR. CERAN: Read the answer, please.

12 (Record read.)

13 MR. CERAN: Can you read that again and a  
14 little more loudly now that you know what it is,  
15 because it didn't make sense to me.

16 (Record read.)

17 MR. CERAN: Thank you. It wasn't your  
18 reading.

19 BY MR. CERAN:

20 Q So do you remember when you found out that  
21 your house was being foreclosed on?

22 A It was years after, way after we left.

23 Q And did you and your wife ever discuss  
24 that your house was being foreclosed on?

25 A Yes.

1 Q And do you remember when you and her --  
2 when you and she first had a conversation about  
3 that?

4 A I believe after we -- I believe after we  
5 already were in Ohio 20 -- 2011.

6 Q Okay. So did you learn at some point that  
7 your house was going to be sold at foreclosure?

8 A No.

9 Q When did you learn -- at some point did  
10 you learn that your house had in fact been sold?

11 A No, not really. We didn't know that at  
12 all.

13 Q So to this day you don't have any  
14 understanding that your -- the property that you  
15 were living in has been sold at a foreclosure sale;  
16 is that correct?

17 A We found out later through our lawyers  
18 that it was eventually --

19 Q I don't want you -- I just want to caution  
20 you, I want don't want you to tell me about any  
21 confidential communications, you know, with your  
22 lawyers. So I guess my question is when did -- I am  
23 asking for a date. I am not asking about what your  
24 lawyers told you.

25 When did you learn that your property had

1 been sold at a foreclosure sale?

2 A Just -- well, I would say several months  
3 ago.

4 Q Okay. What do you remember about the  
5 foreclosure process?

6 A Foreclosure --

7 MR. BOYLAN: Foundation. Speculation.  
8 Vague as to foreclosure process. Can you explain or  
9 lay a foundation for that, please, Counsel?

10 BY MR. CERAN

11 Q Sure.  
12 You understand that at a certain point  
13 your -- you were told that your -- you were in  
14 default under your obligations under your first  
15 mortgage; right?

16 A Yes.

17 Q Okay. And from that point on until the  
18 time a few months ago when you learned that your  
19 house had been sold, do you remember anything about  
20 what happened during that foreclosure process?

21 A No, I don't.

22 Q Okay.

23 A No, I don't know what went on.

24 Q Okay. Well, do you know -- do you know  
25 who Trustee Corp. is or what Trustee Corp. is?

1 talking about all day.

2 A No.

3 Q Oh, you had already left?

4 A Yes.

5 Q Okay. So I want to go back to Exhibit 2,  
6 which you don't have to look at it really.

7 A Oh, yes.

8 Q Because you said you never saw it before.  
9 But it indicates it was recorded in late July of  
10 2010. Is it possible that you had already moved out  
11 of the property by late July, by July 28th of 2010?

12 MR. BOYLAN: Speculation. Also question  
13 lacks foundation.

14 BY MR. CERAN:

15 Q Let me rephrase it.

16 Do you remember whether you had moved out  
17 of the property by July 28 of 2010?

18 MR. BOYLAN: Asked and answered as to move  
19 out date, several times.

20 THE WITNESS: What's that again? The move  
21 out date or what?

22 BY MR. CERAN:

23 Q No. My question is do you remember  
24 whether you moved out of the property by July 28,  
25 2010?

1 A Yes.

2 Q And did you?

3 A Yes.

4 Q Okay. Thank you.

5 So when you left for Ohio in 2010, did you  
6 have any understanding as to what was going to  
7 happen to your property?

8 A We knew it is going to be taken back.

9 Q Okay.

10 A Taken back by the company, yes.

11 Q Is that because you would stop making  
12 payments?

13 A Well, we didn't want to get behind on our  
14 payments and lose the house. Eventually it happened  
15 anyhow.

16 Q Well, why did you stop making payments?

17 A Because they said in order to get  
18 refinanced we would have to be behind on our  
19 payments, in order to -- instead of foreclosing on  
20 that house, they would want to renegotiate with a  
21 lower mortgage rate in order to keep the house,  
22 lower house payments.

23 Q Well, we went over those conversations  
24 already. And correct me if I am wrong, but you  
25 don't remember any particular conversation with

1 anybody at a lender about refinancing; isn't that  
2 right?

3 MR. BOYLAN: Foundation.

4 Mischaracterization. Lacks foundation.

5 THE WITNESS: My wife, Francine, does all  
6 the negotiations with the finances. I hear  
7 secondhand.

8 BY MR. CERAN:

9 Q Right. I was just talking about your  
10 personal participation in that was something that --  
11 well, strike that.

12 So when you -- before you left town, did  
13 you have any conversations with your lender, the  
14 holder -- the company that held your first mortgage?

15 A I don't know. You'd have to refer to  
16 Francine. I don't know about that.

17 Q Okay. How many months delinquent were you  
18 when you left town?

19 A I believe three or four, three or four  
20 payments. Because at that time, after I lost my  
21 job, I had another job at Binions and I was making  
22 about half the amount of money, half, so it was  
23 difficult to keep up. And at that time we were  
24 distraught over our son because he was in trouble  
25 and in jail for a while. So it was not easy for us

1 that we have to be behind on payments, we will do it  
2 in order to get refinanced at a lower interest rate.  
3 Because we didn't want to lose the house. So that's  
4 what we did, we said, "Okay. We will try it."  
5 Because our friend did the same thing. They said,  
6 "Well, You can't get refinanced unless you get  
7 behind on your payments." But they said, "Don't go  
8 too far or they will take the house off of you or  
9 foreclosure."

10 Q What was the problem with your son that he  
11 was having?

12 A He got hooked on drugs. Athlete, got  
13 hurt, football, operation, Oxycontin, escalated,  
14 heroin, jail, prison, Las Vegas jail, Henderson  
15 jail, back to prison, hooked on heroin, and he  
16 went -- moved back home with us in Ohio, try to get  
17 rehab, and then the overdose in 2014.

18 Q I'm sorry.

19 FRANCINE SANSOTA: He was our only son.  
20 And this brings everything back. I'm sorry.

21 MR. CERAN: I'm sorry, too.

22 BY MR. CERAN:

23 Q So did you ever receive any letters from  
24 MTC?

25 A No.

1 Q Do you want to take a break?

2 A No.

3 FRANCINE SANSOTA: No. I'm fine. We did  
4 everything to save the house. We wanted to save our  
5 house. We didn't get assistance, so we had to  
6 leave.

7 MR. BOYLAN: Yeah, let's go off for a  
8 minute.

9 THE VIDEOGRAPHER: We are now going off  
10 the record. The time is approximately 11:54 A.M.

11 (A short recess was taken.)

12 THE VIDEOGRAPHER: We are now back on the  
13 record. The time is approximately 11:56 A.M.

14 BY MR. CERAN:

15 Q I may have just asked you this, but I  
16 don't remember if I got an answer. Did you receive  
17 any letters from MTC?

18 A No.

19 Q Did you receive any e-mails from MTC?

20 A No, because we don't do that much e-mail.

21 Q Did you ever have any face-to-face  
22 meetings, any in-person meetings with anyone from  
23 MTC?

24 A No.

25 Q When -- strike that.



1 BY MR. CERAN:

2 Q Okay. Did it matter to you at the time  
3 that your house was being foreclosure upon whether  
4 or not MTC had a debt collector's license?

5 A At that time I didn't know they had a  
6 license at all. I didn't know. I didn't know their  
7 background or what all the details like a lawyer  
8 does. I don't remember about that.

9 Q Yeah. When did you learn that they didn't  
10 have a debt collector's license?

11 A Just recently, very recently.

12 Q Meaning in months?

13 MR. BOYLAN: Again, you can't disclose  
14 context of communications. Let's say your first  
15 conversation with Sean, you can't disclose that.

16 MR. CERAN: Hold on. Hold on, Counsel.  
17 You are coaching. I am not asking for that. I  
18 asked him when. That is all I asked him for.

19 MR. BOYLAN: Okay. Don't interrupt me.  
20 Okay. There is privilege issues here. We are  
21 entitled to take a break. Okay? Because we are not  
22 going to have communications with counsel exposed.

23 MR. CERAN: I am not asking for them. I  
24 am asking for when. And you are coaching the  
25 witness as to how to answer the question.

1 MR. BOYLAN: That's not true.

2 MR. CERAN: We are going to talk to the

3 commissioner about it.

4 MR. BOYLAN: You want to call her right

5 now?

6 MR. CERAN: I would hesitate to --

7 MR. BOYLAN: We can do that.

8 MR. CERAN: Does it really raise to that

9 level? I mean, can't you just stop it?

10 MR. BOYLAN: You have seen the way he

11 testifies. Okay? And he has given more information

12 than called for a thousand times. So I have

13 legitimate concerns that he is going to answer more

14 than when. Okay?

15 MR. CERAN: Okay. Now -- I think he

16 understands by now that we have both been talking

17 about it that all I am asking for is a date. And he

18 said it was recently. And all I am asking for is

19 what month. You know, how does that translate in

20 terms of months? I am not even near any

21 attorney-client privilege issues.

22 MR. BOYLAN: What is your question?

23 BY MR. CERAN:

24 Q The question was when did you learn that

25 MTC did not have a debt collector's license? And

1     you had answered me already. You said recently.  
2     And I am trying to pinpoint that down. What does  
3     recently mean? How many months? How many weeks?

4             A     I would say the last month.

5             Q     Okay. Did you ever receive any writing  
6     from MTC that indicated on its face that MTC was a  
7     debt collector?

8                     MR. BOYLAN: It's vague.

9                     MR. CERAN: I'm sorry?

10                    MR. BOYLAN: Vague.

11     BY MR. CERAN:

12             Q     Oh, okay.

13                    You can answer. You can answer that  
14     question.

15             A     I don't know.

16             Q     Did you ever receive any kind of  
17     communication from MTC in which it gave you wire  
18     instructions on how to wire money?

19             A     No. I don't believe so, no.

20             Q     Did you ever receive a notice from MTC  
21     that said in words or substance, "This is an attempt  
22     to collect a debt and any information obtained will  
23     be used for that purpose"?

24             A     I believe -- I believe we found that out  
25     afterwards through the lawyers found that after,

1     yeah, after the fact.

2             Q     But you never received any such document  
3     from MTC, did you?

4             A     I don't believe so, no. Unless -- yeah.  
5     No, I don't believe so.

6             Q     Mr. Sansota, were you ever deceived by  
7     anything that MTC did to you?

8                     MR. BOYLAN: Calls for a legal conclusion.  
9     It's vague.

10            BY MR. CERAN:

11            Q     You can answer.

12            A     I felt we were deceived by all of them,  
13     all that we had had any contact with that couldn't  
14     help us at all in our situation. They did not act  
15     in good faith.

16            Q     Well, let's just limit your answer now to  
17     MTC. Because I am not interested -- I don't  
18     represent those other entities.

19                     What did MTC do to deceive you?

20                     MR. BOYLAN: Calls for a legal conclusion.  
21     Lacks foundation of definition of deceit, whether  
22     statutory or otherwise. Calls for legal contentions  
23     by a lay witness. Object on all those grounds.

24            BY MR. CERAN:

25            Q     You can answer.

1 Q If what didn't happen?

2 A All the stuff with the house.

3 Q What stuff are you referring to  
4 specifically?

5 A We had to move out and leave the property,  
6 that's what.

7 Q Did MTC do anything to interfere with your  
8 ability to pay your first mortgage?

9 A No.

10 Q Have you now told me about all of the  
11 money damages that you believe you have suffered by  
12 reason of what MTC did?

13 MR. BOYLAN: Calls for legal contentions.  
14 Vague and overbroad. Violates Rifkind contention.  
15 Interrogatory, not a deposition question to a lay  
16 witness as phrased. Vague as to the word damages  
17 for a lay witness.

18 BY MR. CERAN:

19 Q You can answer. Do you want to hear it  
20 again?

21 A No. I told you all the damages, all the  
22 damages what occurred.

23 Q Okay.

24 A I can't make nothing else up.

25 Q Yeah. I just want to make sure you have

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I, Raymond Sansota, witness herein, do hereby  
certify and declare under penalty of perjury the within  
and foregoing transcription to be my deposition in said  
action; that I have read, corrected and do hereby affix  
my signature to said deposition.

\_\_\_\_\_  
Raymond Sansota

Witness

\_\_\_\_\_  
Date

1 STATE OF NEVADA)

) Ss

2 COUNTY OF CLARK )

3  
4 I, Sarah Padilla, a duly commissioned and  
5 licensed court reporter, Clark County, State of Nevada,  
6 do hereby certify: That I reported the taking of the  
7 deposition of the witness, Raymond Sansota, commencing  
8 on Thursday, November 17, 2016, at 10:26 A.M.; That  
9 prior to being examined, the witness was, by me, duly  
10 sworn to testify to the truth; That thereafter I  
11 transcribed my shorthand notes into typewriting and  
12 that the typewritten transcript of said deposition is a  
13 complete, true, and accurate record of said shorthand  
14 notes. I further certify that I am not a relative  
15 or employee of any attorney or counsel of any of the  
16 parties nor a relative or employee of an attorney or  
17 counsel involved in said action, nor a person  
18 financially interested in the action; that a request  
19 [x] has [] has not been made to review the transcript.

20 IN WITNESS WHEREOF, I have hereunto set my  
21 hand in the County of Clark, State of Nevada, this 22nd  
22 day of December.

23  
24 <%signature%>

25 SARAH PADILLA, CCR 929

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# EXHIBIT B



DISTRICT COURT  
CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; ) Case No.: A-11-649857-C  
CAMILLO MARTINEZ, a California ) Dept.No.: XXIX  
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 )  
GILLE, a Nevada resident, )  
JESSE HENNIGAN, a Nevada resident, )  
KIM MOORE, a Nevada resident, )  
THOMAS MOORE, a Nevada resident; )  
SUS KALLEN, a Nevada resident; )  
ROBERT MANDARICH, a Nevada resident; )  
JAMES ICO, a Nevada resident and )  
PATRICIA TAGLIAMONTE, a Nevada resident )  
Plaintiff, )  
vs. )  
QUALITY LOAN SERVICE CORPORATION, a )  
California Corporation; )  
/// )

VIDEO DEPOSITION OF FRANCINE SANSOTA,  
taken at 2520 Saint Rose Parkway, Suite 316  
Henderson, Nevada 89074, beginning at 1:42 P.M.  
and ending at 3:04 P.M. on Thursday, November 17, 2016

Reported by:  
Sarah Padilla, CCR NO. 929  
Job No. 2479160B  
Pages 1 - 65

1     ///  
2     APPLETON PROPERTIES, LLC, a  
3     Nevada Limited Liability Company;  
4     MTC FINANCIAL, INC. dba TRUSTEE  
5     CORPS, a California Corporation  
6     MERIDIAN FORECLOSURE SERVICE,  
7     a California and Nevada Corporation  
8     dba MTDS, Inc., dba MERIDIAN TRUST  
9     DEED SERVICE; NATION DEFAULT  
10    SERVICING CORPORATION, an Arizona  
11    Corporation; CALIFORNIA RECONVEYANCE  
12    COMPANY, a California Corporation;  
13    and DOES 1 through 100, inclusive,  
14  
15                   Defendants.  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

-oOo-

1 They took us under our feet and took our home away  
2 from us is what we felt.

3 Q The bank did?

4 A The bank did.

5 Q Yeah.

6 A We didn't get to make any provisions. If  
7 we could have made better provisions and payments to  
8 make our home, we would have stayed.

9 Q Uh-huh. Who told you to leave?

10 A That was our decision to leave, actually.  
11 But we knew we were losing our home.

12 Q So you -- had you received an eviction  
13 notice of any kind?

14 A The eviction notice came up two months  
15 after we left, our neighbor said, the yellow sign  
16 and eviction on it. And I didn't want to stay to  
17 see that because it was very distraught for me.

18 Q So did you have any written communication  
19 with MTC Financial?

20 A No, we didn't receive anything from them  
21 until after it was all done.

22 Q Did you --

23 A They never contacted us to make any  
24 arrangement.

25 Q Did you have any e-mail communications

1     with MTC Financial?

2           A     No.

3           Q     So did you ever telephone them for any  
4     information?

5           A     I didn't know who they were.

6           Q     When did you first learn who they were?

7           A     When it was all over.

8           Q     When you say all over, you mean after the  
9     foreclosure sale?

10          A     After the foreclosure.

11          Q     Yeah.

12          A     It might have been different if they --  
13               MR. BOYLAN: Let's wait, Francine, for a  
14     question.

15               THE WITNESS: I'm sorry.

16               MR. BOYLAN: That's okay. Take your time.  
17     We have to let him ask the questions. Take your  
18     time.

19               THE WITNESS: I know.

20     BY MR. CERAN:

21           Q     So when you left town, left Las Vegas to  
22     move back to Ohio, had you already -- had you become  
23     informed that the -- that you were in default under  
24     the first mortgage? Had the bank declared a notice  
25     of default on the mortgage?

1 MR. BOYLAN: It is vague. Calls for  
2 speculation. It is ambiguous for a lay witness as  
3 phrased.

4 THE WITNESS: I don't understand.

5 BY MR. CERAN:

6 Q Well, when you left town, did you know  
7 that you were already in default under the mortgage?

8 MR. BOYLAN: Same objection as to default.

9 BY MR. CERAN:

10 Q Do you understand the question?

11 A Uh-huh.

12 Q Okay.

13 A We knew we were in default.

14 Q Yeah. And did you ever receive from  
15 Trustee Corp. any kind of a writing that said that  
16 it was a debt collector?

17 MR. BOYLAN: Excuse me. Can you use MTC  
18 so we don't confuse the witness?

19 BY MR. CERAN:

20 Q I'm sorry. I always use Trustee Corp.  
21 And this morning I heard for the first time people  
22 referring to it as their formal company name. So I  
23 will try to use MTC. I apologize. I don't mean to  
24 confuse you.

25 Did you ever see any document that said

1 MTC was a debt collector?

2 MR. BOYLAN: Anytime up until today,  
3 Counsel, can you clarify?

4 BY MR. CERAN:

5 Q Sure.

6 A No.

7 Q Okay. Well, let me ask you. Did you ever  
8 receive any wire instructions from MTC as to how to  
9 wire money to it?

10 A No, I don't recall.

11 Q Did you ever receive any kind of a notice  
12 from MTC that stated in words or in substance, "This  
13 is an attempt to collect a debt and any information  
14 obtained will be used for that purpose"?

15 A No.

16 Q Did you know anybody at MTC?

17 A No.

18 Q Did you ever have any reason to find out  
19 anything about the people who work at MTC?

20 A No. And they never contacted us, so we  
21 didn't know anything. No one ever made  
22 communication.

23 Q Okay. Now, I am going to subject you to  
24 the same thrill that I subjected your husband to  
25 this morning, and I'm going to ask you about a bunch

1 I, Francine Sansota, witness herein, do hereby  
2 certify and declare under penalty of perjury the within  
3 and foregoing transcription to be my deposition in said  
4 action; that I have read, corrected and do hereby affix  
5 my signature to said deposition.  
6  
7  
8  
9  
10  
11  
12

13 \_\_\_\_\_  
Francine Sansota

14 Witness

\_\_\_\_\_  
Date

1 STATE OF NEVADA)

) Ss

2 COUNTY OF CLARK)

3  
4 I, Sarah Padilla, a duly commissioned and  
5 licensed court reporter, Clark County, State of Nevada,  
6 do hereby certify: That I reported the taking of the  
7 deposition of the witness, Francine Sansota, commencing  
8 on Thursday, November 17, 2016, at 1:42 P.M.; That prior  
9 to being examined, the witness was, by me, duly sworn to  
10 testify to the truth; That thereafter I transcribed my  
11 shorthand notes into typewriting and that the typewritten  
12 transcript of said deposition is a complete, true, and  
13 accurate record of said shorthand notes. I further  
14 certify that I am not a relative or employee of any  
15 attorney or counsel of any of the parties nor a relative  
16 or employee of an attorney or counsel involved in said  
17 action, nor a person financially interested in the action;  
18 that a request [x] has [] has not been made to review the  
19 transcript.  
20

21  
22 IN WITNESS WHEREOF, I have hereunto set my  
23 hand in the County of Clark, State of Nevada, this 22nd  
24 day of December..  
25

<%signature%>

SARAH PADILLA, CCR 929

Page 65



# EXHIBIT C

DISTRICT COURT  
CLARK COUNTY NEVADA

JEFFREY BENKO, A NEVADA RESIDENT;  
ET AL.,

Plaintiffs,

vs.

Case No. A-11-649857-C

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

Defendants.

---

VIDEOTAPED DEPOSITION OF CATHE COLE-SHERBURN

Tuesday, November 1, 2016

10:42 a.m.

1851 East First Street, Suite 1550

Santa Ana, California

REPORTED BY:

Brenda Pauley

CSR No. 6335

1 APPEARANCES:

2  
3 For Plaintiffs:

4 LAW OFFICES OF NICHOLAS A. BOYLAN, A.P.C.

5 BY: NICHOLAS A. BOYLAN, ESQ.

6 444 West "C" Street

7 Suite 405

8 San Diego, California 92101

9 (619) 696-6344

10 nablawfirm@gmail.com

11  
12 For Defendant MTC Financial:

13 BURKE, WILLIAMS & SORENSEN, LLP

14 BY: ALLAN E. CERAN, ESQ.

15 444 South Flower Street

16 Suite 2400

17 Los Angeles, California 90071

18 (213) 236-0600

19 aceran@bwsllaw.com

20  
21 Also present:

22 TOM CAVANAUGH, VIDEOGRAPHER

1 MR. BOYLAN: Nicholas Boylan representing the  
2 plaintiffs in the case.

3 THE VIDEOGRAPHER: Thank you.

4 The certified court reporter is Brenda  
5 Pauley. Would you please swear in the witness.  
6

7 CATHE COLE-SHERBURN,  
8 having been first duly sworn, was examined and  
9 testified as follows:  
10

11 EXAMINATION  
12

13 BY MR. BOYLAN:

14 Q Thank you. And good morning.

15 A Good morning.

16 Q Please state your name again.

17 A Cathe Cole-Sherburn.

18 Q How are you employed?

19 A I am the senior vice-president of Trustee  
20 Corps.

21 Q How long have you held that position?

22 A April 5th, 2011.

23 Q How are you feeling today?

24 A Fantastic.

25 Q Excellent.

1 A No.

2 Q Very good.

3 What was your date of first employment with  
4 what we call Trustee Corps or MTC during the deposition  
5 today?

6 A April 5th.

7 Q 2011?

8 A Correct.

9 Q So you had no prior position with that  
10 entity?

11 A Correct.

12 Q What was your immediately prior employer?

13 A Prior to Trustee Corps?

14 Q Yes.

15 A First American.

16 Q What is that?

17 A It's a title agency, title company.

18 Q How long were you with that company?

19 A Approximately one year.

20 Q What was your position there?

21 A Senior vice-president.

22 Q With what duties?

23 A Over the trustee division.

24 Q What does that mean?

25 A Oversaw the non-judicial foreclosure

1. positions. I'm not trying to start an argument. But  
2. they don't comply with the court's order because we need  
3. all of policies and procedures, particularly during the  
4. critical period of 2007 to 2012. And I will not be able  
5. to complete this witness's deposition without those.

6. We think they should have been disclosed in  
7. June of this year. As you know -- again, I mean this  
8. respectfully. I'm not trying to start an argument.  
9. These documents have been leaking out over a period of  
10. months.

11. In our view this doesn't comply with the  
12. court's order. So this is just a part of my meet and  
13. confer. I don't want to belabor the record.

14. I will assume you disagree, if you want me  
15. to, but it's a real problem when we don't have documents  
16. from 2007 to 2012.

17. MR. CERAN: I'm happy to meet and confer with  
18. you, but, you know, not -- obviously not during a  
19. deposition.

20. MR. BOYLAN: Okay.

21. Q Where it says revised -- well, it says  
22. R-E-V period 12 dash 2015 on the lower left-hand corner  
23. on page 307. What does that mean?

24. A There was a revision done on December of  
25. 2015.

1 Q As you sit here today, do you know what was  
2 revised?

3 A I do not.

4 Q Do you know whether -- I apologize if I  
5 have already asked this, ma'am. Do you know whether  
6 there was a borrower communication policy when you  
7 joined in 2011?

8 A I do not.

9 Q Could you estimate when you first became  
10 aware that such a policy existed?

11 A I don't know if there was one, so I can't  
12 answer that question.

13 Q No. But, for example, you might say,  
14 "Well, I know in 2013 we had one because we had this  
15 meeting and we wanted to revise it." I am just trying  
16 to swab out when you might have become aware of it.

17 A 2014, 2015 when I took over -- when they  
18 created compliance and audit at that point, definitely.

19 Q Okay. But were you over all of the  
20 foreclosure work when you joined in 2011?

21 A Yes.

22 Q And you don't think you would have become  
23 aware of it in your duties at that time?

24 A I wasn't overseeing that part of it.

25 Q Who was?

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

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

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

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

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

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

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

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

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



1           A     Non-judicial foreclosure actions, that's  
2     it.

3           Q     Is there any -- to your knowledge -- and  
4     you're the expert, not me -- is there any written  
5     articulation of what all the specific types of acts  
6     related to non-judicial, foreclosure that MTC is  
7     authorized by -- to pursue in its business by Freddie or  
8     Fannie?

9           A     Yes.

10          Q     Where is that?

11          A     There is a contract, a specific servicing  
12     agreement.

13          Q     Okay. And those are annual renewals?

14          A     Yes.

15          Q     So they date back to your 2011 arrival?

16          A     They should.

17          Q     As far as you know they predate that;  
18     correct?

19          A     Yes.

20          Q     So they should exist for 2007 to 2012 as  
21     well?

22          A     Correct.

23          Q     Okay. Thank you very much.

24                     Counsel, we are going to need those  
25     immediately. Can't finish this deposition without

DECLARATION UNDER PENALTY OF PERJURY

I, CATHE COLE-SHERBURN, do hereby certify  
under penalty of perjury that I have read the foregoing  
transcript of my deposition taken on November 1, 2016;  
that I have made such corrections as appear noted on the  
Deposition Errata Page, attached hereto, signed by me;  
that my testimony as contained herein, as corrected, is  
true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_,  
2016, at \_\_\_\_\_,  
California.

\_\_\_\_\_  
Cathe Cole-Sherburn

1 STATE OF CALIFORNIA )  
 )  
2 COUNTY OF ORANGE )

3

4 I, Brenda Pauley, a Certified Shorthand  
5 Reporter, do hereby certify:

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

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

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

17 In witness whereof, I have hereunto subscribed  
18 my name.

19

20 Dated: November 11, 2016

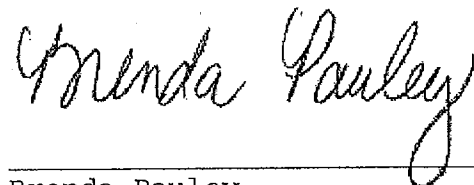
21

22

23

24

25



Brenda Pauley  
CSR No. 6335

1 **CERTIFICATE OF SERVICE**

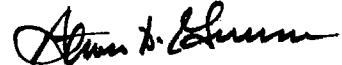
2 Pursuant to NRCP 5(b), I certify that I am an employee of BROOKS HUBLEY, LLP, and  
3 that on February 24, 2017, that a true copy of the **DEFENDANT MTC FINANCIAL INC. dba**  
4 **TRUSTEE CORPS' MEMORANDUM IN OPPOSITION TO MOTION FOR PARTIAL**  
5 **SUMMARY JUDGMENT OF PLAINTIFFS RAYMOND SANSOTA AND FRANCINE**  
6 **SANSOTA; DECLARATION OF ALLAN E. CERAN IN SUPPORT THEREOF** was E-  
7 Served, e-mailed and/or by placing an original or true copy thereof in a sealed envelope, with  
8 sufficient postage affixed thereto, in the United States mail at Las Vegas, addressed to:

- 9 • Bryan Cave, LLP -- Jessica R. Maziarz, Julie Martin, Kathryn Brown, Lawrence G.  
10 Scarborough, Lisa Kirkeby, Mary Ann Vila, and Sarah Burwick  
11 • Christopher Legal Group - Shawn Christopher, Esq.  
12 • Law Office of Nicholas A. Boylan, APC -- Nicholas A. Boylan, Esq., Marina Vaisman  
13 • McCarthy & Holthus - Kristin A. Schuler-Hintz, Esq., Thomas N. Beckom, Esq.  
14 • Smith Larsen & Wixom -- Elise Fossum, Katie Weber, and Kent F. Larsen, Esq.  
15 • Tiffany & Bosco, P.A. - Gregory L. Wilde, Esq., Kevin S. Soderstrom, Esq.

16 Via U.S. Mail to:

17 Antoinette Gill  
18 4754 Deer Forest  
19 Las Vegas, NV 89139  
20 PRO SE

21 \_\_\_\_\_  
22 An employee of BROOKS HUBLEY, LLP  
23  
24  
25  
26  
27  
28



CLERK OF THE COURT

**McCARTHY & HOLTHUS, LLP**  
Kristin A. Schuler-Hintz (NSB# 7171)  
Thomas N. Beckom, Esq (NSB# 12554)  
9510 West Sahara Avenue, Suite 200  
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Telephone: (702) 685-0329  
Facsimile: (866) 339-5691

Attorneys for  
QUALITY LOAN SERVICE CORPORATION

**IN THE EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF CLARK**

JEFFREY BENKO; a Nevada resident;  
CAMILO MARTINEZ; a California resident;  
ANA MARTINEZ; a Nevada resident; FRANK  
SCINTA, a Nevada resident; JACQUELINE  
SCITA, 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;  
ANOTOINETTE GILL; a Nevada resident;  
JESSE HENNIGAN, a Nevada resident; KIM  
MOORE; a Nevada resident; THOMAS  
MOORE; a Nevada resident; SUSAN  
KALLEN, a Nevada resident; ROBET  
MANDARICH, a Nevada resident, JAMES  
NICO, a Nevada resident; and PATRICIA  
TAGLIAMONTE a Nevada resident

Plaintiff,

v.

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

Case No. A-11-649857-C

Dept. No. 19

**QUALITY LOAN SERVICE  
CORPORATION'S OPPOSITION TO  
THE MOTION FOR PARTIAL SUMMAY  
JUDGMENT**

**McCARTHY & HOLTHUS, LLP**  
ATTORNEYS AT LAW  
9510 WEST SAHARA AVENUE, SUITE 200  
LAS VEGAS, NV 89117  
TELEPHONE (702) 685-0329/Facsimile (866) 339-5691

COMES NOW QUALITY LOAN SERVICE CORPORATION ("QLS") by and through their attorney of record Thomas N. Beckom, Esq and Kristin Schuler Hintz, Esq of the law firm of McCarthy Holthus LLP and hereby file this Opposition to Plaintiff Sansota's Motion for Summary Judgment against MTC Financial, Inc ("MTC"). QLS opposes this motion to the extent that Plaintiffs seek a judicial determination as to whether certain activities conducted by the foreclosure trustee constitute "debt collection." As will be later briefed in full., regardless of Plaintiff's request, QLS is not required to have a debt collection license by operation of law as QLS fully litigated the issue of whether its activities constituted debt collection and as a matter of law QLS activities as a foreclosure trustee do not constitute debt collection and QLS does not have to maintain a debt collection license.

However, QLS opposes the instant motion as many of Plaintiff Sansota's contention are patently incorrect. QLS takes no position as to many of the facts as alleged against MTC, however when the Sansota's apply the facts to the law, their legal conclusions are incorrect. As long as a foreclosure trustee is following the mandates of NRS Chapter 107, it is not a collection agency. The facts as contended against MTC by Sansota are either collateral to express statutory duties and/ or are blatantly statutory duties of a foreclosure trustee. Accordingly, the Motion for Partial Summary Judgment must be denied.

### INTRODUCTION

Quality Loan Service Corporation is a foreclosure trustee that conducts nonjudicial foreclosure activities in the State of Nevada. QLS does not have a "dog in the hunt" regarding the partial summary judgment against MTC Financial. However, the pending motion seeks an order making legal determinations as to whether certain activities are either debt collection or the duties of a foreclosure trustee; Plaintiff's seek such an order to obtain a judicial determination that foreclosure activities are actually debt collection to later use against all other defendants in the pending case. QLS files this opposition to rebut several legal contentions by the Plaintiff's.

1 First, the Sansotas go on at length about extremely standard, statutorily compliant, duties  
2 of a Nevada Foreclosure Trustee as being a “secondary object”, yet what is conveniently omitted,  
3 from their briefing is that “Secondary Collection Agency” is expressly defined and limited by the  
4 Nevada Administrative Code and has been for over 40 years. Moreover, this limitation was a  
5 requirement of NRS Chapter 649 via the enabling regulation contained in that Chapter. This  
6 argument is without merit by the plain language of the administrative regulations, and QLS  
7 objects to this over broad reading of the collection licensing statute. “Secondary Collection  
8 Agencies” dun people with form letters which only change the name and address of the individual  
9 as contemplated by the NAC, not this broad expansive reading of Sansota.

10 Second, everything discussed in the briefings by the Plaintiff is compliant with NRS  
11 Chapter 107. This matters because NRS §107.028 lists no less 10 types of people and entities  
12 whom can be foreclosure trustees and only *one* on them is “a person who engages in the business  
13 of a collection agency pursuant to Chapter 649.” To rule that standard practices of a foreclosure  
14 trustee require a licensure under NRS Chapter 649 would render NRS §107.028 completely  
15 superfluous to the point of rendering the statute nonsensical. Out of the remaining 9 entities listed  
16 in Chapter 107 whom may serve as foreclosure trustee, only one (attorneys) would be able to  
17 perform that task. That is clearly not the intention of the statute.

18 Third, the Plaintiffs attempt to inject the statutory definition of “knowingly” from NRS  
19 Chapter 281A (entitled “Ethics in Government”) and Chapter 624 (“Contractors”) despite the fact  
20 that almost all jurisdiction that have consider the “knowingly” component of deceptive trade  
21 practice have uniformly held a lack of actual knowledge provides a complete defense to a  
22 Deceptive Trade Practice complaint within the meaning of that act. Various provisions of  
23 Nevada Unfair and Deceptive Trade Practices Act (“NUDTPA”) requiring a “knowingly” mens  
24 rea while other do not. This is simply an express indication that while there may indeed be  
25

1 sections of NUDTPA which are strict liability actions, if the phrase “knowingly” is inserted there  
2 is a “good faith” defense which the Plaintiff’s will simply not be able to get around.

3 Finally, Sansota’s attempt to distinguish the Federal Fair Debt Collection Practices Act is  
4 unequivocally incorrect and the 9<sup>th</sup> Circuit has already found that Foreclosure Trustee are not  
5 “debt collectors.”

## 6 **II. FACTUAL BACKGROUND**

7 The main purpose of this opposition is that QLS takes objection to many of the “powerful  
8 things” the Sansota’s contend are evidence of liability. These include:

- 9 1. Collecting Money from Nevada debtors to reinstate defaulted loans. (MSJ p. 2 ¶5-6)
- 10 2. Process Pay Offs on behalf of Nevada borrowers. *Id* at ¶7-8;
- 11 3. Forwarding pay offs received from homeowners. *Id.* at p. 12
- 12 4. Delivering marketable title following non-judicial foreclosure *Id.*
- 13 5. Proffering a Statutory Warning Under the Fair Debt Collection Practices Act due to  
14 uncertainty in the law. (MSJ p. 2 ¶15-25)
- 15 6. Maintaining a phone bank. (MSJ p. 2 ¶15-17)

16 QLS understands, this is the entire basis for finding that MTC is a “Collection Agency.”  
17 Plaintiffs are incorrect..

18 All of Sansota’s readings are over-broad; and moreover, expressly required in the  
19 furtherance of the trustee’s duty is the duty to act neutrally and for the benefit of the law. A  
20 Trustee does not act on behalf of either the beneficiary or the trustor, but instead acts on behalf of  
21 the law. The law in Nevada expressly favors foreclosure prevention alternatives over foreclosure.  
22 There are 10 different entities that may act as a foreclosure trustee in the state of Nevada for the  
23 benefit of the statutes and public, the fact that one of those entities is one that also holds a  
24 collection agency license is not a “smoking guns.” None of the actions cited by Plaintiffs are  
25 anything other than compliance with foreclosure law and trustee duties as outlined below.



### III. LEGAL STANDARD

Summary judgment should be granted when the pleadings, discovery responses, and affidavits before the Court demonstrate there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. *Wood v. Safeway, Inc.*, 121 Nev. 724, 731 (2005). Only issues of material fact will preclude summary judgment; “other factual disputes are irrelevant.” *Id.* The moving party bears the initial burden of producing evidence to demonstrate the absence of a genuine issue of material fact. *Id.* at 732. Once this burden is met, the burden then shifts to the nonmoving party to produce evidence demonstrating a genuine issue for trial. *Id.*

Put frankly, the Motion as to MTC should be denied as Sansota has patently not met his burden of production. None of the acts listed by Plaintiffs are debt collection.

### IV. ARGUMENT

The Sansota’s have brought an action for “consumer fraud” under NRS §41.060 for deceptive trade practices under NRS Chapter 598. Plaintiffs in a consumer fraud action are entitled to any damages that the claimant has sustained, equitable relief where appropriate, and reasonable costs and attorney’s fees. NRS §41.060(3). The Sansotas contend that MTC violated NRS §598.0923(1) by knowingly conducting their business or occupation without all required state, county, or city licenses<sup>1</sup>. Specifically they contend that MTC is a “collection agency” under NRS §649.020 and therefore failed to obtain their license as required by NRS §649.075. Sansota then outlines a myriad of actions that MTC has purportedly taken which “obviously” is debt collection. QLS takes issue with Plaintiff’s attempt to define what does or does not constitute debt collection in this motion. As outlined below, there is no claim for consumer fraud based on

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<sup>1</sup> As will be briefed at a later date, and is skirted around by the Plaintiff in this matter, this claim fails as a matter of law because these Plaintiffs have \$0.00 dollars in damages and their purported non restitutionary disgorgement remedy encompassed in their unjust enrichment claim is entirely displaced by statute and fails as a matter of law.

1 these facts. QLS cannot and will not be estopped down the line based on a ruling against MTC  
2 today as the Plaintiff's law is specious and inaccurate.

3 **A. THE PLAINTIFFS MISAPPREHEND THE SCOPE OF "SECONDARY OBJECT"**  
4 **WHICH IS GOVERNED BY REGULATION AND AS SUCH NEITHER MTC**  
5 **NOR ANYONE ELSE IS A "SECONDARY COLLECTION AGENCY"**

6 First, Sansota contends that the term "secondary object" is dispositive of this case and clearly  
7 expands out past the definition as included in the FDCPA under Nevada definition of "collection  
8 agency". Sansota goes on at length about the broad and more comprehensive scope of Nevada's  
9 licensing statute being broad that the FDCPA based on this "secondary" language. This is  
10 inaccurate and wrong. As is often the case in the practice of law, definitions can be equally as  
11 insightful as the words used in the statute. "Secondary collection agency" is governed and  
12 defined by Nev. Adm. Code §649.030 and states:

13 "Secondary collection agency" means a collection agency which engages directly or  
14 indirectly in the solicitation or encouragement of debtors to pay delinquent debts directly to  
15 the debtors' creditors through the use of machine-derived form letters."

16 Moreover, "Machine-derived form letters" are not merely any run of the mill letter but  
17 instead are "letters which are automatically prepared by a machine and which are designed to be  
18 mailed without the addition of any further words to them, except for the addition of the  
19 appropriate names and addresses." NAC §649.020.

20 Repeatedly Sansota harangue's MTC about how they are engaged in secondary debt  
21 collection. See MSJ p. 19 ¶18-20 (Quoting from Plaintiff's brief: "By its plain language, NRS  
22 chapter 649 is not limited to the collection of debts being the primary purpose, and includes the  
23 soliciting of payments and obtaining in any manner the payment of a claim, even as a secondary  
24 object of activity, and even if indirectly! Here, according to Plaintiffs' evidence, including  
25 MTC's own documents, it is shown that, at an absolute minimum debt collection was a secondary  
26 object of Defendants' business activities."). Yet "Secondary Collection Agency" has been a  
27 defined term in Nevada since 1974. Despite the fact that none of the below activities qualify as

1 secondary debt collection based on the definition contained in NAC 649.020, Sansota argues that  
2 the following is evidence of a secondary object by MTC:

- 3 1. Delivering good and marketable title following foreclosure sales;
- 4 2. Attempting to solicit loss mitigation work outs;
- 5 3. Forwarding payments

6 Sansota couches this in multiple different ways, yet ultimately this is the only evidence  
7 Sansota has. This does not render MTC, a "Secondary Collection Agency;" none of these  
8 activities, involves machine derived letters in which only the name and address of the borrower is  
9 being altered. NRS §649.053 specifically provides an enabling statute for The Commissioner of  
10 the Financial Institutions Division to promulgate regulations interpreting the Collection licensing  
11 scheme and none of these regulations have ever been directed at the activities of foreclosure  
12 trustee's under NRS §107.080. The Sansotas have only illustratively demonstrated that (1) MTC  
13 was following NRS Chapter 107 and (2) that MTC did not send out a machine derived form letter  
14 which only alters the name and the address. MTC is not engaged in secondary claim collection  
15 but was following the mandates of NRS Chapter 107. The Plaintiffs has alleged nothing in this  
16 regard as outlined below.

17 **B. THE PLAINTIFF'S INTERPRETATION OF THE TRUSTEE STATUTES WHEN**  
18 **READ IN COMBINATION WITH THE FID STATUTES IS SIMILARLY**  
19 **OVERBROAD**

20 A Trustee can be one of any myriad of entities from attorney's, to trustee companies, and in  
21 fact any business licensed to do business in this state may serve as a foreclosure trustee by plain  
22 application of the statute. The Plaintiff's interpretation of the statute would render 8 separate  
23 portions of NRS §107.028 completely void. This is not the law.

24 In the State of Nevada there are ten (10) different types of entities which can function as  
25 trustees. They are:

- 26 1. An attorney

2. A title insurer
3. A Trust Company
4. Any domestic or foreign entity which holds a current state business registration issued by the Secretary of State
5. All banks and related entities;
6. Court appointed fiduciaries;
7. Registered Agents;
8. The trustee of a trust holding company;
9. Collection agencies licensed under Chapter 649
10. Any entity engaged in the business of escrow.

NRS §107.028(1)

QLS notes, between subsections (i) and (j) of NRS §107.028 is the word “or.” The Nevada Supreme Court has noted that the disjunctive “or” as opposed to the conjunctive “and”, means one or the other but not necessarily all. *Anderson v. State* 109 Nev. 1129, 1134 (1993). By Plaintiffs interpretation, any entity which engages in the basic duties of a foreclosure trustee automatically becomes a Chapter 649 Collection Agency, yet this would not make sense statutorily. Excluded from the term “collection agency” are the following 7 individuals or entities:

1. The Individual Employees of “Credit Men” or businesses attempting to collect debts owed
2. Banks
3. Nonprofit cooperatives
4. Homeowners Associations
5. Abstract companies
6. Real Estate Brokers
7. Attorneys

NRS §649.020(2)

There are no less than 8 various types of entities and people, over and above NRS Chapter 649 collection agencies, which are specifically allowed by statute and are not expressly exempt from the FID licensing scheme. The only over lap is “attorney’s”. If all trustees were required to be licensed Debt Collectors then at a minimum then NRS §107.028 would merely say “attorneys” and collection agencies licensed under NRS Chapter 649. It does not. It is worth noting that

1 when the legislature defined foreclosure trustees they had the opportunity to require foreclosure  
2 trustees to hold debt collection licenses, and the legislature opted otherwise.

3 The Plaintiff's attempt to harangue MTC in their motion by acknowledging people over  
4 and above collection agencies can be foreclosure trustees<sup>2</sup> yet then patently ignores NRS  
5 §107.028(1)(d) which expressly states that a foreclosure trustee may be "a domestic or foreign  
6 entity which holds a current state business registration issued by the Secretary of State pursuant to  
7 chapter 76 of NRS." It worth noting that NRS §76.020 defines "business" as "any person, except  
8 a natural person, that performs a service or engages in a trade for profit." MTC Financial has  
9 been licensed in this state since February 24, 2006<sup>3</sup>.

10 This leads to a common sense finding that as long as any of the 8 remaining entities are  
11 following the foreclosure statutes and nothing more than they cannot, under a basic common  
12 sense approach, be a "collection agency" under NRS Chapter 649. A brief overview of the  
13 Plaintiff's contentions in this Motion against MTC are appropriate, as a predicate matter, there is a  
14 rebuttable presumption that a trustee as acted "impartially and in good faith" as long as a Trustee  
15 complies with NRS Chapter 107. Nothing outlined in the Plaintiff's motion is anything but  
16 compliant with NRS Chapter 107.

17 **1. Collecting Money and Acting as the "Middle Man" to Pay Off Deeds of Trust is a**  
18 **Basic Duty of A Foreclosure Trustee and as such No FID License is Required**

19 "The Trustee does not have a fiduciary obligation to the grantor or any other person  
20 having an interest in the property which is subject to the deed of trust." NRS §107.028(6) In fact  
21 a foreclosure trustee is statutorily mandated to act for neither the benefit of the homeowner nor  
22

23 <sup>2</sup> "It seems significant that Defendants, while contending they are not collection agencies, have thus far failed to state  
24 which category among the ten express categories list in NRS §107.028 they fall under, if not the licensed collection  
agency category!" MSJ p. 23 ¶11-14

25 <sup>3</sup> Available at  
<http://nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=dm5HntzJN79hHYUNDhcp3g%253d%253d&nt7=0> (Last  
Visited February 23, 2017)

1 the mortgage beneficiary. *Id.* Logically and by statute this means that foreclosure trustee an  
2 innately the “middle man.”

3 Nevada Foreclosure Trustee, at their option, may involve themselves in the reinstatement  
4 process. NRS §107.080(2)(c)(3) (Stating that a foreclosure trustee may sent a written statement  
5 of the amount of payment required to make good the deficiency in perform, avoid the exercise of  
6 the power of sale, and reinstate the terms and conditions). NRS §107.080(2) states that the trustee  
7 has an affirmative duty to monitor the restatement process prior to exercising the power of sale in  
8 the performance of their neutral good faith duties to both the beneficiary of the deed of trust and  
9 the grantor/ obligaor. NRS §107.080(2)(stating that the power of sale may not be exercised by a  
10 trustee until either the conclusion of a 15 or 35 day period has run from the notice of sale). In fact  
11 the Foreclosure Trustee must monitor this reinstatement process up until 5 days before the sale.  
12 NRS §107.080(2)(b).

13 Additionally, the Plaintiff in this instance ignores the plan mandates of the foreclosure  
14 mediation program in Nevada regarding collection of fees. For example, Nevada Foreclosure  
15 Mediation Rule 5 provides that provides that the Grantor/ Debtor may pay the trustee fees for the  
16 foreclosure mediation program and if the fees are paid directly to the trustee, then the trustee is to  
17 deposit the fees into their account and forward the fees to the mediator. The Plaintiffs also decry  
18 MTC involvement in deed in lieu yet NFMP 11 specifically contemplates that a borrower may  
19 surrender the property and deliver keys to the property to the trustee. NFMR 11(1)(a). In fact  
20 NFMR 8 specifically provides that foreclosure trustees are involved in loan workouts.

21 There is one key difference here throughout all of this. At a minimum NRS §649.020  
22 requires that a collection agency be collecting payment of a claim owed or due or asserted to be  
23 owed or due to another. MTC, nor any other party to this action, in this specific instance has done  
24 any such thing. Foreclosure trustee do not have a fiduciary obligation to anyone and are actually  
25 not allowed to act for the mortgage beneficiary by operation of statute. In this regard, assuredly

1 they are the “middle men” in a very awkward, but economically necessary, process. Trustees are  
2 required to track and facilitate the reinstatement process in a neutral fashion and in a manner that  
3 protects both the homeowner as well as the beneficiary. Foreclosure Trustees are required to  
4 collect this money and apply it as appropriate and/ or foreclose on the property. In fact it would  
5 make little sense for an entity acting for the benefit of the laws of State of Nevada, the  
6 beneficiary, and the trustor, to ensure a foreclosure was only completed on an unpaid debt.

7 The key difference between a foreclosure trustee and a debt collector is that foreclosure  
8 trustee is operating pursuant to an agreement contained in a deed of trust to process a foreclosure  
9 in accordance with state law. If MTC, for example, pursued deficiency actions against borrower  
10 over and above simply foreclosing on the property this would be a markedly different story. Yet  
11 as long a foreclosure trustee is operating within the confines of NRS Chapter 107, then there is  
12 simply no basis for a finding that they are a “collection agency” (in accord with the existing  
13 unchallenged ruling of the 8<sup>th</sup> Judicial District Court, specifically as to QLS). There is simply  
14 nothing alleged in the pending Motion that is outside the confines of normal trustee duties as  
15 contemplated by NRS 107.080 et. seq. This motion should be denied.

16 **2. Senior Lien Monitoring is a Basic Duty of A Foreclosure Trustee and as such No**  
17 **FID License is Required**

18 In a similar vein, a foreclosure trustee is required to monitor all encumbrances of record  
19 for multiple different reasons. This is not some “butler” service provided to beneficiaries, but a  
20 necessary statutory duty delineated by Nev. Rev. St. Chapter 107. Trustee lien monitoring is  
21 merely a necessary part of the foreclosure process, to wit, determining whether the lien to be  
22 foreclosed has been wiped out. All interests of record must be protected by the neutral  
23 foreclosure trustee under Nevada law. This is not “collection.” For example trustees monitor  
24 reinstatements under NRS §107.080 (2) for all encumbrances against the property. Logically, in  
25 the furtherance of neutral trustee duties Foreclosure Trustees must monitor senior lien activity to

1 assure there is still a valid security interest to foreclose on. A trustee acting in their neutral  
2 position could simply not, in good faith, foreclose on a security interest which had been wiped out  
3 by a previous foreclosure of a senior lien as has been seen multiple times by in the post *SFR* in  
4 Nevada HOA litigation. Moreover, a senior lien may have requested notice pursuant to NRS  
5 §107.090. Monitoring liens is a necessary and indispensable party of foreclosure trustee work.  
6 This does not elevate any of this into collection activity.

7 **3. Post-Foreclosure Sale Conveyances and Delivering Marketable Title is a Basic**  
8 **Duty of A Foreclosure Trustee and as such No FID License is Required**

9 Again, as the Plaintiff concedes in their brief “not all trustees under deeds of trust are  
10 collection agencies.” MSJ p. 23 ¶14-16. The Plaintiffs repeatedly argue in their motion that  
11 because Foreclosure Trustees file deeds and deliver title that somehow they are agents of the  
12 beneficiary. This is entirely inaccurate and delivery of the deed is required by statute.

13 NRS §107.080(10) requires that after the sale of the property is conducted, either within  
14 30 days after the date of the sale, the trustee themselves must record the trustee’s deed upon sale  
15 in the office of the county record of the county in which the property is located. In the alternative  
16 a trustee must, again by statute, deliver the trustee’s deed upon sale to the successful bidder at the  
17 auction whom thereafter is required to record the deed within 10 days. *Id.* In fact, if the trustee  
18 records the deed they are additionally required to post the deed on the Property at issue. *Id.* at (11)  
19 In reality, if a Foreclosure Trustee *did not* convey title they would be subject to the penalties  
20 delineated in NRS §107.080(12)&(13) which assess large monetary fines and attorney’s fees  
21 against trustee’s for failure to deliver and record a deed. The Plaintiff’s argument that somehow,  
22 recording of a foreclosure deed constitutes collection activity is simply inaccurate as the  
23 Foreclosure Trustee is merely following the statute.



1           **4. The Plaintiff's Have Alleged Nothing that is Over and Above the Basic Duties of a**  
2           **Foreclosure Trustee**

3           Again, as the Plaintiff concedes in their brief "not all trustees under deeds of trust are  
4 collection agencies" and in fact there are at least 9 different entities that are not collection  
5 agencies. MSJ p. 23 ¶14-16. An entity licensed to do business in this state may be a foreclosure  
6 trustee and is not required to have a collection license as long as they are following the  
7 foreclosure statutes. The Plaintiff has alleged nothing against MTC which is over and above  
8 merely the work of a trustee. These arguments are without merit.

9           **C. THE PLAINTIFF'S WILL NEVER BE ABLE TO PROVE THE REQUISITE**  
10           **MENS REA OF "KNOWINGLY"**

11           The Plaintiffs skirt the fact that the question of the licensure of foreclosure trustee's as  
12 debt collectors has no less than 13 times been litigated in this state and every single time,  
13 (including 7 involving QLS), it has been found that Trustees are not required to be a licensed debt  
14 collector. Generally the purpose of any Deceptive Trade Practices action is to provide consumers  
15 a cause of action for deceptive trade practices without having to engage in the burden of issues  
16 and numerous defenses encountered in the prior common law causes of action for fraud and  
17 breach of warranty. *Smith v. Baldwin* 611 S.W.2d 611 (Tx 1980). No defendant to this action has  
18 breached any type of warranty or committed any type of fraud. As such the defense of "intent"  
19 under Nevada's statutory scheme comes into play. However based on case law alone and history  
20 none of the intended "intent" can be imputed to Trustees.

21           NRS 598.0923 provides that a person only engages in a "deceptive trade practice" when  
22 he "**knowingly** . . . [c]onducts the business or occupation without all required state, county or city  
23 licenses." NRS 598.0923(1) (emphasis added). The "knowing" requirement requires the  
24 defendant to have acted intentionally in violation of its legal requirements. *Sobel v. Hertz, Corp.*,  
25 698 F. Supp. 2d 1218, 1230 (D. Nev. 2010). For example in *Sobel*, the court refused to find the

1 defendant had engaged in deceptive trade practices where there was “substantial uncertainty”  
2 regarding what obligations were imposed upon it by the applicable statute, and as a result, the  
3 defendant could not be found to have intentionally circumvented the statutory requirements.  
4 *Sobel*, 698 F. Supp. 2d at 1230. Here, as set forth above, the weight of substantial authority  
5 confirms that nonjudicial foreclosure is not the same as debt collection, and thus a trustee such as  
6 MTC is not required to hold a debt collector’s license as long as they are compliant with NRS  
7 107. In addition, given the numerous rulings holding that Trustees do not require a license, the  
8 Court Order holding that a foreclosure trustee (as to QLS specifically) does not require a license,  
9 the lack of history with the FID related to the activities of a foreclosure trustee, the lack of  
10 regulation by the FID related to foreclosure and the legislative record and statutes placing  
11 governance of the foreclosure process with the Nevada Mediation program governed by the  
12 Nevada Supreme Court, no trustee can found to have knowingly violated a licensing requirement  
13 when the work of a trustee is governed by the statutes and the court.

14 Nevada Deceptive Trade Practices Act does not define “knowingly.” Black Law  
15 Dictionary defines “knowingly” as an act which is done and is “the product of conscious design,  
16 intent, or plan that it be done, and is done with awareness of probable consequences and is done  
17 with awareness of probable consequences. *Blacks Law Dictionary* 6<sup>th</sup> Ed. P. 872 (1990). Texas  
18 has a statutory definition in their own deceptive trade practices act and states that “knowingly”  
19 means “actual awareness of the falsity, deception, or unfairness of the act or practice giving rise to  
20 the consumer’s claim.” *Gulf Ins. Co. v. Burns Motors* 22 S.W.3d 417 (Tx 2000). The Alabama  
21 Supreme Court has noted that their own Deceptive Trade Practices was intended to replace  
22 common law and statutory causes for fraud and on that basis Deceptive Trade Practices require  
23 knowledge of the wrongdoing in question. *Sam v. Beaird* 685 So.2d 742 (Al. 1996). The  
24 Colorado Deceptive Trade Practices act creates an “absolute defense” to actions which result from  
25 negligence or an honest mistake.” *Crowe v. Tull* 126 P.3d 196(2006). Even District Courts in

1 Nevada have noted the intent requirement of our deceptive trade practices act numerous times.  
2 *Sobel v. Hertz. Corp.*, 698 F. Supp. 2d 1218, 1230 (D. Nev. 2010); *Phillips v. Dignified Transition*  
3 *Solutions* 2014 U.S. Dist. LEXIS 120221 (D.nev. 2014).

4 Based on the Plaintiff's proffered interpretation that as long as a Defendant is aware of  
5 their own actions, they are liable for a Deceptive Trade Practice would lead to strict liability on all  
6 deceptive trade practices and would completely negate the words "knowingly" which is  
7 selectively placed throughout the act. QLS encourages the Court to read NRS Chapter 598 with  
8 an eye towards where the term "knowingly" is placed and where it is not. It is extremely  
9 selective. Interpreting the NUDTPA to make all these actions strict liability would lead to an  
10 absurd result

11 For example, NRS §598.092(3) states that it is a deceptive trade practice to "knowingly  
12 state that services, replacement part or repairs are needed when no such services, replacement  
13 parts, or repairs are actually needed." By the Plaintiffs definition the electrician whom replaces a  
14 power outlet has committed a deceptive trade practice because there may be an electrical engineer  
15 with a Ph.D. somewhere whom can repair the damaged outlet. This is simply not an intended  
16 result.

17 NRS §598.092 states that it is a deceptive trade practice to "Knowingly takes advantage of  
18 another person's inability reasonably to protect his or her own rights or interests in a consumer  
19 transaction when such an inability is due to illiteracy, or to a mental or physical infirmity or  
20 another similar condition which manifests itself as an incapability to understand the language or  
21 terms of any agreement." By Plaintiff's definition, all sales must be followed by literacy,  
22 physical, and mental exam because the 92 year old woman at the store may have some form of  
23 dementia which is not readily apparent at the check-out Counter at IKEA. This is not an intended  
24 result.

1 NRS §598.0913 provides that if a merchant present false information in an application for  
2 credit for a merchant card to a finance company that this is a deceptive trade practice. By  
3 Plaintiff's definition of this term, if some genre of fraudster comes and presents false social  
4 security numbers and drivers license in order to obtain a Best Buy Credit Card then *Best Buy* has  
5 committed a deceptive trade practice. This not an intended result.

6 There are apparently some *per se* Deceptive Trade Practices contained in the act which  
7 would fall in line with the Plaintiff broad interpretation. Using profanity in a solicitation or sale  
8 call is a *per se* Deceptive Trade practice that is not subject to a good faith defense because the  
9 word "knowingly" is omitted. NRS §598.0918(1). Failing to return security deposits and failing  
10 to cancel a security interest when a contract provides for the same is a *per se* Deceptive Trade  
11 Practice because the word "knowingly" is omitted. NRS 598.092(9). Finally, as everyone whom  
12 has ever been shopping has seen, you must publically post that no refunds or exchanges are  
13 allowed and if you do not this is a *per se* Deceptive Trade Practice because the word "knowingly"  
14 is omitted. NRS §598.092(10).

15 As outlined below, assuming *arguendo* that FID licensing was required, no Trustee was on  
16 notice that FID licensing was required; though as has consistently been held, FID licensure is  
17 simply not required for any of these parties. If anything, the Court should be granting Summary  
18 Judgment to MTC on this point.

19 **2. Assuming *Arguendo* that a Debt Collection License was required for MTC,**  
20 **The Substantial History Holding the Trustees are Not Debt Collectors and Licesning**  
21 **is not Required Creates Uncertainty Surrounding Licensing Requirements and**  
22 **Vitiates the Requisite Mens Rea.**

23 In October, 2016; the 9<sup>th</sup> Circuit Court of Appeal ruled that foreclosure trustees are not  
24 debt collectors for purposes of the Fair Debt Collection Practices Act. *Vien-Phuon Ho. V.*  
25 *Recontrust Co. N.A.* 840 F.3d 618 (2016). The ruling following a 2002 ruling out of Oregon,  
again states that foreclosure trustees are not Debt collectors. *Hulse v. Ocwen Federal Bank* 195  
F.Supp.2d 11, 1204 (D.Or. 2002).

Even Federal Courts in Nevada have consistently held that a foreclosure trustee does not have to be licensed as a Debt Collector. Judge Navarro in 2010 ruled that a foreclosure trustee is not a debt collector. *Charov v. Perry* 2010 U.S. Dist. LEXIS 65798 (D.Nev. 2010). Judge Hicks later that same year specifically ruled that QLS did not commit a deceptive trade practice on the licensing grounds because QLS is simply not a Debt Collector. *Maves v. First First Horizon Home Loans* 2010 U.S. Dist. LEXIS 973878 (D.Nev. 2010) (“QLS acted as a the foreclosure trustee in this matter. A foreclosure trustee does not have to be licensed to record a notice of default because a foreclosure trustee is not a debt collector.”). In fact Judge Hicks ruled the very same way, as to QLS, later that same year. *Contreras v. Master Fin. Inc* 2010 U.S. Dist. LEXIS 118017 (D.Nev. 2010). Judge Hicks ruled the exact same way the very next year in again dismissing another NUFDTA complaint. *Barlow v. BNC Mort. Inc.* 2011 U.S. Dist. LEXIS 96327 (D.Nev. 2011) Judge Mahan has ruled this way. *Gillespie v. Countrywide Bank FSB* 2011 U.S. Dist. LEXIS 93118 (D.Nev. 2011)(“a foreclosure trustee does not have to be a licensed debt collector in the state of Nevada”). In 2010, prior to this case being filed, Judge Jones ruled that QLS “is not a debt collector and does not have to be licensed as a debt collector in Nevada to act as a foreclosure trustee.” *Martinez v. Bank of Am. Bat'l Ass'n* 2010 U.S. Dist LEXIS 113378 (D.Nev. 2010). Judge Jones has in fact ruled this way twice. *March v. Pinnacle Mortg. Of Nev.* 2011 U.S. Dist. LEXIS 117185 (D.Nev. 2011).

This writer is loath to string cite, but there are so many cases in which foreclosure trustee have been held not to be debt collectors for purposes of state licensing law that it is overwhelming. *Rinehold v. Indymac BankFSB* 2011 U.S. Dist. LEXIS 896 (D.Nev. 2011)(Expressly finding that QLS is not required to be licensed by the state as a debt collector); *Kenneweg v. Indymac Bank* 2011 U.S. Dist. LEXIS 661 (D.Nev. 2011)( Expressly finding that QLS is not required to be licensed by the state as a debt collector). *Contreras v. Master Fin. Inc.* 2011 U.S. Dist. LEXIS 996 (D.Nev. 2011); *Regas v. Freemont Invs. Loan* 2010 U.S. Dist.

1 LEXIS 132925 (D.Nev. 2010); *Erickson v. PNC Mortg.* 2011 U.S. Dist. LEXIS 46387 (D.Nev.  
2 2011).

3 To be clear, including the litigation with the actual Financial Institution Division, QLS  
4 alone, has been to Court over licensing 7 times. All 7 times, the final outcome has been that QLS  
5 is not required to be a licensed debt collector under Nevada law. In fact the cases QLS has been  
6 able to find, at least 13 times individuals have made allegations against foreclosure trustees that  
7 they must be licensed as a debt collector through the FID. There is no possible way *ever* that the  
8 named Plaintiffs will ever be able to prove that any of these foreclosure trustee knew that they  
9 were required to be licensed as a debt collector when they have at least 7 orders stating they are  
10 required to have license and in fact they are not required to be licensed. No intent can be  
11 established as to Trustees who were acting in accord with court orders, and this is not a strict  
12 liability statute.

13 **D. THE PLAINTIFFS CANNOT MEET THE “DOING BUSINESS” ELEMENT OF**  
14 **THE NUDTPA AS THEY HAVE NOT ESTABLISHED THE TRUSTEE WAS**  
15 **DOING BUSINESS IN NEVADA**

16 NRS §598.0923(1) requires that a person engages in a deceptive trade practice when in the  
17 court of his or her business or occupation he or she knowingly conducts business or occupation  
18 without all required state, county, or city licenses. This requires that the entity be engaged in or  
19 doing business in this state. Yet, the Nevada legislature true to form has listed certain activities  
20 which do not constitute doing business in this state. Specifically, NRS §80.015 states that:

21 “The following activities do not constitute doing business in this state....

22 (g) Creating or acquiring indebtedness, mortgages, and security interest in real or personal  
23 property;

24 (h) securing or collecting debts or enforcing mortgages and security interest in property  
25 securing debts

26 The Nevada Federal District Court has dismissed NUDTPA claims under the premise that  
27 they cannot meet the “doing business” requirement of the statute by operation of law. *March v.*

1 *Pinnacle Mortg. Of Nev.* 2011 U.S. Dist. LEXIS 117185 (D.Nev. 2011). In fact, the ruling of  
2 Judge Williams as to QLS specifically adopted the exact same reasoning. Enforcing a mortgage  
3 or security interest is not “doing business” sufficient for the NUDTPA to apply due to acts a  
4 trustee.

5 **E. THE STATUTORY WARNING UNDER THE FDCPA HAVE NO BEARING ON**  
6 **THIS MATTER AND MOREOVER THE FDCPA ADDITIONALLY FOUND**  
7 **THAT FORECLOSURE TRUSTEE AREN'T DEBT COLLECTORS**

8 Finally, the Plaintiff points out that since this matter has been filed, the 9<sup>th</sup> Circuit has  
9 specifically held that foreclosure trustee are **not** debt collectors for the purposes of the Fair Debt  
10 Collection Practices Act. Sansota in this instance decries that there have been numerous actions  
11 over and above mere “foreclosure” that are outside of the scope of Nevada’s trustee duties and  
12 thereby making MTC a “debt collector.” As outlined *supra* this is inaccurate, when the trustees  
13 duties are run through both NRS Chapter 107 and Nevada’s Foreclosure Mediation Rules and  
14 judged by the offices of the court, nothing Sansota has alleged is over and above the basic duties  
15 of a foreclosure trustee. Under the FDCPA however two points must be made clear. First the  
16 foreclosure activity alleged against MTC, without more such as pursuing a deficiency, is simply  
17 not debt collection. Second, Plaintiff’s string citations clearly highlight a circuit split which has  
18 lead trustee’s to be abundantly cautious in their activities under Federal Law and a “Mini  
19 Miranda” is simply good risk manage practice and not dispositive of this matter. Finally,  
20 Sansota’s citations are worth inspection because the bulk of them simply have nothing to do with  
21 foreclosure trustees.

21 **1. *Ho* is the Correct Interpretation of the Statute and the Correct Interpretation Here**  
22 **and the Actions as Alleged Have Simply Not Risen to the Level of Collecting a**  
23 **Deficiency**

24 *Ho* is a large point of contention here for the Plaintiffs because *Ho* holds that foreclosure  
25 trustees are not debt collectors for purposes of the Fair Debt Collection Practices Act. *Ho v.*  
26 *Recontrust Co. N.A.* 840 F.3d 618 (9<sup>th</sup> Cir. 2016). The California System of Foreclosure is very

1 similar to the Nevada System (absent oversight by the offices of the Supreme Court). The  
2 California System is designed to provide the beneficiary with an inexpensive and efficient remedy  
3 against a defaulting borrower while protecting the borrower from wrongful loss of the property  
4 and ensuring the sale is properly conducted. *Yvanova v. New Century Mortgage Corp* 62 Cal. 4<sup>th</sup>  
5 919 (Cal Sup. 2016). The California Foreclosure trustee acts as agent *both* for the borrower as  
6 well as for the lender in the foreclosure, in the exact same manner as Nevada. *Id.* California  
7 Foreclosure Trustee file notices of default and election to sell as well as notices of sale. *Id.*  
8 California Foreclosure Trustee convey deeds to sellers after the sale has been completed. *Id.*

9 The *Ho* Court correctly pointed out that in order to be a debt collector, an entity must be  
10 collecting *money*. *Ho v. Recontrust Co. N.A.* 840 F.3d 618 (9<sup>th</sup> Cir. 2016). The 9<sup>th</sup> Circuit  
11 repeatedly states that a foreclosure trustee that follow the statute is simply not collecting any debt.  
12 *Id.* Moreover the decision was consistent with the large majority of opinions in the 9<sup>th</sup> Circuit.  
13 *Ananuiiev v. Aurora Loan Servs. LLC* 2012 U.S. Dist. LEXIS 95441 (N.D. Cal 2012)(Trustees  
14 merely following statutes are not debt collectors); *Aniel v. T.D. Serv.* 2010 U.S. Dist. LEXIS  
15 92018 (N.D. Cal 2010); *Gallegos v. Recontrust Co.* 2009 U.S. Dist. LEXIS 6365 (S.D. Cal.  
16 2009); *Izenberg v. ETS Servs. LLC* 589 F.Supp.2d 1193 (C.D.Cal 2008); *Hulse v. Ocwen Federal*  
17 *Bank FSB* 195 F.Supp. 2d 1188(D.Or. 2002).

18 The Plaintiffs cites a myriad of cases to make the 9<sup>th</sup> Circuit seem like some type of outlier in  
19 this position. The Plaintiff's misstate the holding in almost all of their citations.

20 For example, Sansota cites *Pier v. Portnoff Law Assocs* out of the 3<sup>rd</sup> Circuit for the  
21 proposition that foreclosure trustees are debt collectors. *Piper v. Portnoff Law Assocs* 393 F.3d  
22 227 (3<sup>rd</sup> Cir. 2005). Yet in *Piper* the City of Bethlehem contract a private law firm to collect  
23 payment for over water and sewer obligations. *Id.* It is unclear how collecting water and sewer  
24 bills in Pennsylvania is foreclosing under a deed of trust. A Foreclosure trustee was not involved  
25 *at all*. This is inaccurate. Counsel doubts that sewer and water bills specifically appoint a Trustee



1 for the purpose of enforcing a security interest pursuant to state law and exercising the power of  
2 sale contained therein.

3 While *Reese* does involve a mortgage, *Reese* involves a law firm sending dunning letters to a  
4 overdue borrower which were not in compliance with the FDCPA. *Reese v. Ellis Painter Ratteree*  
5 & *Adams LLP* 678 F.3d 1211 (11<sup>th</sup> Cir. 2012). . A Foreclosure trustee was not involved *at all*.  
6 This is inaccurate.

7 Similarly, Sansota misconstrues the holding in *Romea*. *Romea* was a class action against a  
8 law firm involving the law firm attempting to collect back rent from past due tenants and did not  
9 involve a foreclosure trustee. *Romea v. Heiberger* 163 F.3d 111 (2<sup>nd</sup> Cir. 1998). *Gburek v. Litton*  
10 *Loan Servicing* involved a direct creditor and not a foreclosure trustee. 614 F.3d 380 (7<sup>th</sup> Cir.  
11 2010). *Kaltenbach* involved an attorney sending a dunning letter in anticipation of foreclosing on  
12 a mobile home in Louisiana, again not a foreclosure trustee. *Kaltenbach v. Richards* 464 F.3d  
13 524 (5<sup>th</sup> Cir. 2006). *Glazer* involved a law suit for foreclosure by an attorney, not a foreclosure  
14 trustee. *Glazer v. Chase Home Fin. LLC* 704 F.3d 453 (6<sup>th</sup> Cir. 2013). Inexplicably, the  
15 Plaintiffs cites *Rowe* for the proposition that foreclosure trustees are debt collectors when *Rowe*  
16 concerns student loan debt. *Rowe v. Educa Credit Mgmt Corp* 559 F.3d 1028 (9<sup>th</sup> Cir. 2009).  
17 Additionally, Sansota cites *Mashiri* which involves a law firm collecting debts for a homeowners  
18 association, not a foreclosure trustee under a deed of trust. *Mashiri v. Epstein Grinnell & Howell*  
19 2017 U.S. App. LEXIS 665 (9<sup>th</sup> Cir. 2017).

20 In reality what the Plaintiffs cites as “near-uniform” appellate authority and the persuasive  
21 content of those near-uniform decision” for the proposition that they “completely over whelm the  
22 erroneous prior unpublished federal trial court order in Nevada” *in toto* have almost *zero* to do  
23 with a mortgage foreclosure by a neutral foreclosure trustee under Nevada law with fiduciary  
24  
25

1 duties to no one<sup>4</sup>. Both the NRS Chapter 649 licensing scheme as well as the Fair Debt  
2 Collection Practices Act contemplate that a Foreclosure trustee, whom is merely following statute,  
3 is simply not engaged in debt collection. The Plaintiff are misstating the law which is why this  
4 opposition by QLS was filed.

5 **2. A Mini Miranda is Merely Risk Management Where the Law may be Uncertain and**  
6 **Not an Omission**

7 The Plaintiff additionally puts forth that MTC has capitulated that they are a Debt Collector by  
8 inserting language and making verbal statements that they are a “debt collector and that any  
9 information obtained is for the purposes of debt collection.” This language is required by the Fair  
10 Debt Collection Practices Act. 15 U.S.C. §1692e(11)( Stating that under the FDCPA it is *per se*  
11 misleading to fail “to disclose in the initial written communication with the consumer and, in  
12 addition, if the initial communication with the consumer is oral, in that initial oral communication,  
13 that the debt collector is attempting to collect a debt and that any information obtained will be  
14 used for that purpose, and the failure to disclose in subsequent communications that the  
15 communication is from a debt collector, except that this paragraph shall not apply to a formal  
16 pleading made in connection with a legal action.”). This language is what is referred to generally  
17 as a “Mini-Miranda” in commercial litigation under the FDCPA. *Gatter v. Richarland Holdings*  
18 *Inc*2016 U.S. Dist. LEXIS 47194 (D.Nev. 2016). By way of their briefing, Sansota contends that  
19 this Mini-Miranda means that somehow MTC has capitulated to the fact they are debt collectors.

20 As has been clearly highlighted by Sansota in this instance, a state foreclosure trustee’s  
21 compliance with the FDCPA was a highly disputed issue. As noted by a Federal Court in  
22 California:

23 “Plaintiffs’ insistence that First American [a California Foreclosure Trustee] was engaged in  
24 debt collection activity because the notice of default states “First American [] MAY BE

25 <sup>4</sup> Misstating holdings and rulings as well as other facts and law has been a persistent issue for the Plaintiffs, and QLS  
26 would encourage the court to look carefully at any and all authority and trial holdings cited by Sansota as the  
27 Plaintiffs have been prone to misstatements, intentionally or otherwise throughout the entirety of this case.

1 ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY  
2 INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE" is unpersuasive.  
3 Rather than establishing that First American was engaged in debt collection activity, this  
warning is consistent with the inconsistency in the case law regarding a mortgage foreclosure  
trustee's FDCPA liability."

4 *Natividad v. Wells Fargo Fargo Bank N.A.* 2013 U.S. Dist. LEXIS 74067 (N.D. Cal 2013)

5 Using a Mini-Miranda has never been held to capitulate to anything and is merely a risk  
6 manage tactic to hedge against a finding that foreclosure trustee were covered under the FDCPA,  
7 which is clearly now not the case. *Ho v. Rencontrust co. N.A.* 840 F.3d 618 (9<sup>th</sup> Cir. 2016)  
8 (holding foreclosure trustees are not debt collectors in the 9<sup>th</sup> Circuit) *also Rockridge Trust v.*  
9 *Wells Fargo N.A.* 985 F.Supp.2d 1110 (2013)(ruling that irrespective of a "Mini Miranda", a  
10 foreclosure trustee that follows state statute is not a debt collector); *Gonzalez v. CAN Foreclosure*  
11 *Serv.* 2011 U.S. Dist. LEXIS 70029 (S.D. Cal 2011) (Same) *Akil v. Carrington Mrotg. Sers. LLC*  
12 2013 U.S. Dist. LEXIS 100113 (E.D. Cal. 2013).

13 In Sum a mini Miranda is not some type of judicial admission but a wise risk management  
14 tactic, based on an issue which has now been resolved. There is no substance to the Defendants  
15 argument here.

16 /.../.../

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**CONCLUSION**

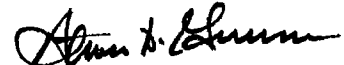
For the foregoing reasons, the Court should deny Sansota's Motion. Foreclosure Trustee acting in compliance with Nevada Law is simply not a collection agency which must be licensed. While the Plaintiffs proffer numerous allegations in support of the contention that MTC was engaged in collection agency, the actions alleged in the Motion are those required and expected of a foreclosure trustee by either statute or Nevada's Foreclosure Mediation program. For the reasons discussed *supra* this motion should be denied.

Dated: February 24, 2017

**McCARTHY & HOLTHUS, LLP**

By: /s/ Thomas N. Beckom Esq

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CLERK OF THE COURT

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16 resident; ANA MARTINEZ, a California  
17 resident; FRANK SCINTA, a Nevada  
18 resident; JACQUELINE SCINTA, a Nevada  
19 resident; SUSAN HJORTH, a Nevada  
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21 resident; FRANCINE SANSOTA, a Ohio  
22 resident; SANDRA KUHN, a Nevada  
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28 resident; KIM MOORE, a Nevada resident;  
THOMAS MOORE, a Nevada resident;  
SUS KALLEN, a Nevada resident;  
ROBERT MANDARICH, a Nevada  
resident; JAMES NICO, a Nevada resident  
and PATRICIA TAGLIAMONTE, a  
Nevada resident

Plaintiffs,

vs.

///

Case No. A-11-649857-C

Dept. No.: XXIX

(ELECTRONIC FILING CASE)

**DEFENDANT MTC FINANCIAL INC. dba  
TRUSTEE CORPS' CROSS-MOTION  
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**

[Declaration of Rande Johnsen and Request for  
Judicial Notice filed concurrently herewith]

Hearing date: March 14, 2017

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

15 Defendants.

16  
17 **TO: PLAINTIFFS RAYMOND SANSOTA AND FRANCINE SANSOTA AND TO**  
18 **THEIR ATTORNEYS OF RECORD, AND TO THE PARTIES HEREIN AND TO**  
19 **THEIR RESPECTIVE ATTORNEYS OF RECORD:**

20 Defendant MTC Financial Inc. dba Trustee Corps ("Trustee Corps"), by and through its  
21 counsel of record, hereby cross-moves for summary judgment or, in the alternative, partial  
22 summary judgment against plaintiffs Raymond Sansota and Francine Sansota (jointly, "Sansota")  
23 under NRCP Rule 56 as follows:

24 1. Sansota cannot establish the first cause of action for statutory consumer fraud  
25 against Trustee Corps. Trustee Corps was exempt from having to obtain a collection agency  
26 license or registering as a foreign collection agency under Nevada law and, as a matter of  
27 undisputed fact, never acted as a collection agency. Therefore, it cannot be held liable under a  
28 consumer fraud theory for not having such a license. Moreover, the undisputed facts demonstrate  
that Sansota cannot establish two essential elements of his claim: scienter and damages.

29 2. Sansota cannot establish the second cause of action for unjust enrichment against  
30 Trustee Corps. A claim for unjust enrichment is unavailable where, as here, an express contract  
31 governs the relationship between the parties. Further, an essential component of a claim for  
32 unjust enrichment is that the plaintiff bestowed some benefit upon defendant, which would be  
33 unjust for the defendant to retain. Here, the undisputed facts establish that Sansota did not bestow  
34 any benefit upon Trustee Corps which Trustee Corps could possibly return, and, thus, Sansota's

1 claim against Trustee Corps for unjust enrichment fails.

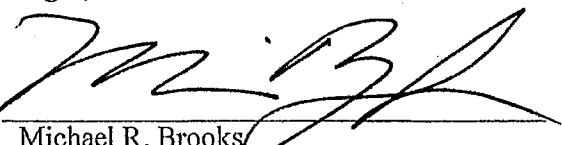
2 Rule 2.20(f) of the Rules of Practice for the Eighth Judicial District Court of the State of  
3 Nevada provides: "An opposition to a motion which contains a motion related to the same subject  
4 matter will be considered as a counter-motion. A counter-motion will be heard and decided at the  
5 same time set for the hearing of the original motion and no separate notice of motion is required."  
6 Trustee Corps' cross-motion for summary judgment should be considered a counter-motion under  
7 this rule because it relates to the same subject matter as the pending Motion for Partial Summary  
8 Judgment of Plaintiffs Raymond Sansota and Francine Sansota.

9 This cross-motion will be made pursuant to Rule 56 of the Nevada Rules of Civil  
10 Procedure on the grounds that there is no genuine issue as to any material fact, and Trustee Corps  
11 is entitled to a judgment as matter of law.

12 This cross-motion will be based on this Motion, the attached Memorandum of Points and  
13 Authorities and Declaration of Allan E. Ceran, the Declaration of Rande Johnsen and Request for  
14 Judicial Notice, filed concurrently herewith, the complete court record on file in the above-  
15 captioned matter, and upon such oral and/or documentary evidence or argument as may be  
16 submitted at or before the hearing on the motion.

17 DATED this 24th day of February, 2017.

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21 By:   
22 Michael R. Brooks  
23 Attorneys for Defendant  
24 MTC FINANCIAL INC. dba TRUSTEE  
25 CORPS  
26  
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28

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. PRELIMINARY STATEMENT**

This motion should be granted. The material facts are not in dispute and the law applicable to the two causes of action asserted in the Second Amended Complaint ("SAC") by plaintiffs Raymond R. Sansota and Francine M. Sansota (jointly, "Sansota") – for statutory consumer fraud and for unjust enrichment – mandates that summary judgment be granted in favor of defendant MTC Financial Inc. dba Trustee Corps ("Trustee Corps").

Sansota's claims arise from the non-judicial foreclosure of certain real property located at 1559 Ward Frontier Lane, Henderson, Nevada (the "Property").<sup>1</sup> The facts are straightforward and not subject to good faith dispute. Sansota borrowed substantial monies secured by a deed of trust on the Property, went bankrupt, received a discharge of all debts, and defaulted on his obligation to repay his loan. Consequently, the beneficiary of the deed of trust retained Trustee Corps to initiate the foreclosure process and, if necessary, sell the Property at a foreclosure sale.

Trustee Corps began the foreclosure process, based on the provisions in the deed of trust (agreed to by Sansota) and Nevada law, by recording a notice of default. More than six months passed, and Sansota did not cure his default. Trustee Corps recorded a notice of trustee's sale and ultimately sold the Property to a third-party at foreclosure for an amount far less than the amount owed by Sansota.

Sansota has not alleged any complaints about Trustee Corps' conduct of the foreclosure process. Rather, his two claims are based entirely on the single premise that Trustee Corps' failure to have obtained a collection agency license renders Trustee Corps liable under Nevada law for (a) statutory consumer fraud and (b) unjust enrichment.

As set forth below, neither cause of action has merit, in law or fact. Sansota's contention that Trustee Corps was required to obtain a collection agency license or register as a foreign collection agency is incorrect. To the contrary, Trustee Corps was exempt from having to obtain

---

<sup>1</sup> In this putative class action, Sansota, who is a resident of Ohio, is the only named-plaintiff who purports to assert claims in the operative Second Amended Complaint against Trustee Corps. Thus, the resolution of this motion in favor of Trustee Corps will dispose of all current claims against it.

1 such a license or to register as a foreign collection agency and, therefore, cannot be held liable for  
2 not doing so. Moreover, the undisputed facts demonstrate that Trustee Corps' non-judicial  
3 foreclosure of the Property adhered to the requirements of Sansota's deed of trust and N.R.S.  
4 Chapter 107 (regulating the conduct of foreclosures), and Trustee Corps never attempted to  
5 collect a debt from Sansota.<sup>2</sup> Thus, Trustee Corps did not act as a "collection agency" within the  
6 meaning of N.R.S. 649.020. Indeed, in connection with plaintiffs' opposition to defendants' joint  
7 motion to dismiss the Second Amended Complaint, *Sansota's counsel conceded that a*  
8 *foreclosure trustee which limits its actions to those authorized by law is not acting as a collection*  
9 *agency.* Now that Trustee Corps has established that it so limited its actions, Sansota's counsel  
10 should not be permitted to withdraw this admission in connection with the instant summary  
11 judgment motion.

12 Even if Trustee Corps, as a real estate foreclosure trustee, was required to have obtained a  
13 collection agency license (and it was not), a cause of action for consumer fraud requires that  
14 Trustee Corps **knew** that it was conducting business without having acquired a mandated license.  
15 In fact, Trustee Corps did not know, believe, or understand that its actions as a foreclosure trustee  
16 required it to acquire a collection agency license, and, accordingly, it cannot be held liable for  
17 consumer fraud.

18 Summary judgment on the first cause of action also should be granted because Sansota  
19 cannot establish that he has incurred damages, which is another essential element of a consumer  
20 fraud claim. Here, the undisputed facts demonstrate that Sansota never paid anything to Trustee  
21 Corps or lost anything because Trustee Corps was unlicensed. Sansota's inability to prove that he  
22 incurred damages is fatal to his consumer fraud claim. Summary judgment on the first cause of  
23 action is appropriate on each and every of the foregoing independent grounds.

24 The second cause of action for unjust enrichment also is subject to summary judgment.  
25 Unjust enrichment is a form of quasi-contract, which comes into play only in the absence of an  
26 express contract. In this case, the deed of trust, signed by Sansota, appointed a trustee who was

27  
28 <sup>2</sup> Trustee Corps could not possibly have acted as a debt collector in this case because Sansota had  
no debt; his debts were discharged in bankruptcy. SAC, ¶ 5.

1 empowered to conduct a foreclosure sale in the event that Sansota defaulted on his obligations.  
2 Thus, no implied contract can be imposed, and the doctrine of unjust enrichment is inapplicable  
3 as a matter of law. Even assuming that Sansota somehow can avoid this obstacle, Sansota  
4 nonetheless cannot establish that he bestowed a benefit upon Trustee Corps that would be unfair  
5 or unjust for Trustee Corps to retain, which is a required element of an unjust enrichment claim.  
6 In fact, the undisputed record reveals that Sansota bestowed nothing upon Trustee Corps, so there  
7 is nothing for Trustee Corps to return. For both of these independent reasons, an award of  
8 summary judgment on the second cause of action in favor of Trustee Corps and against Sansota is  
9 appropriate. This motion should be granted.

## 10 **II. FACTS**

11 The undisputed facts in this matter demonstrate that Trustee Corps did nothing to collect  
12 any money from Sansota directly and that Trustee Corps merely acted, in accordance with  
13 Nevada Revised Statutes, Chapter 107, as a foreclosure trustee which was charged by the  
14 beneficiary under a deed of trust to proceed to sell the property in issue that had been posted as  
15 security on a loan that was in default.

16 At all relevant times in this case, Trustee Corps acted in the capacity of a foreclosure  
17 trustee under a deed of trust with a power of sale to sell the property in issue at a duly conducted  
18 foreclosure sale in the state of Nevada. Declaration of Rande Johnsen ("Johnsen Decl."), ¶ 3. In  
19 this capacity, Trustee Corps published, mailed, and recorded foreclosure notices, and conducted a  
20 public, non-judicial foreclosure sale in the State of Nevada. *Id.* Trustee Corps sends foreclosure  
21 notices only upon express written authority and direction to do so from a deed of trust lender or  
22 beneficiary, or from their agents. *Id.* Trustee Corps is not, and was never, a lender, trust deed  
23 beneficiary, or loan servicer. *Id.* at ¶5. It neither makes nor negotiates, and has neither made nor  
24 negotiated, loans, trial loan modifications, permanent loan modifications, or agreements of  
25 forbearance. *Id.* Such tasks are conducted by lenders, trust deed beneficiaries, or loan servicers.  
26 *Id.*

27 Trustee Corps rendered non-judicial foreclosure services with respect to the property of  
28 plaintiffs Raymond Sansota and Francine Sansota (jointly, "Sansota"), located at 1559 Ward

1 Frontier Lane, Henderson, Nevada (the "Property"). Johnsen Decl., ¶ 6. On January 27, 2004,  
2 Sansota signed a promissory note for \$128,900 (the "Note") in favor of CH Mortgage Company I,  
3 Ltd. ("CH Mortgage"). Johnsen Decl., ¶ 9 and Exh. A thereto. On January 30, 2004, a Deed of  
4 Trust in favor of CH Mortgage and its nominee, Mortgage Electronic Registration Systems, Inc.  
5 (the "Deed of Trust"), by which Sansota pledged the Property as security for the debt represented  
6 by the Note, was recorded in the Official Records of Clark County, Nevada. *Id.* at ¶ 10 and Exh.  
7 A thereto; Request for Judicial Notice ("RJN"), Exh. 1.

8 Sansota filed a Chapter 7 bankruptcy petition on August 14, 2008 and received a  
9 discharge in bankruptcy on or about January 25, 2009. SAC, ¶ 5. His bankruptcy case was  
10 closed on December 16, 2009. *Id.*

11 On July 27, 2010, Wells Fargo Bank executed a Substitution of Trustee whereby Trustee  
12 Corps was substituted in as trustee under the Deed of Trust. Johnsen Decl., ¶ 14 and Exh. I  
13 thereto; RJN, Exh. 2. The Substitution of Trustee was recorded in the Official Records of Clark  
14 County, Nevada, on October 7, 2010. *Id.*

15 On July 28, 2010, an Assignment of Deed of Trust, granting Wells Fargo Bank, N.A. the  
16 beneficial interest under the Deed of Trust, and a Notice of Breach and Default and of Election to  
17 Cause Sale of Real Property Under Deed of Trust ("Notice of Default") were recorded in the  
18 Official Records of Clark County, Nevada. Johnsen Decl., ¶¶ 11 and 12, and Exhs. B and C  
19 thereto; RJN, Exhs. 3 and 4. The Notice of Default informed Sansota that he should contact  
20 Wells Fargo to determine if reinstatement was possible and the amount, if any, to cure the default.  
21 Johnsen Decl., ¶ 12, and Exh. C thereto; RJN, Exh. 4. The Notice of Default did not state in  
22 whole or to the effect that: "This is an attempt to collect a debt and any information obtained will  
23 be used for that purpose." *Id.* The Notice of Default contained the information that the Deed of  
24 Trust stated would be provided to Sansota in the event of default. *See* RJN, Johnsen Decl., ¶¶ 9  
25 and 12, and Exhs. A and C thereto; RJN, Exhs. 1 and 4. On July 30, 2010, Sansota was served  
26 with the Notice of Default, a Danger Notice, and a copy of the Note by posting the same in a  
27 conspicuous place at the Property. Johnsen Decl., ¶ 12 and Exhs. D, E, and F thereto. Trustee  
28 Corps also served Sansota with the required mediation forms around that time. *Id.* at ¶ 12. On



1 August 4, 2010, Trustee Corps sent to Sansota by certified mail a copy of the Notice of Default.  
2 *Id.* at ¶ 12 and Exh. G thereto. On August 24, 2010, Wells Fargo completed a Declaration of  
3 Non-Military Service with regard to Sansota. *Id.* at ¶ 13 and Exh. H thereto.

4 On February 8, 2011, a Notice of Trustee's Sale with respect to the Property was recorded  
5 in the Official Records of Clark County, Nevada. Johnsen Decl., ¶ 15 and Exh. J thereto; RJN,  
6 Exh. 5. The Notice of Trustee's Sale did not state generally or to the effect that Sansota should  
7 send a cashier's check payable to Trustee Corps and submit it directly to Trustee Corp's  
8 accounting office. *See* Johnsen Decl., Exh. J; RJN, Exh. 5. A copy of the Notice of Trustee's  
9 Sale was mailed by Trustee Corps to Sansota on February 9, 2011. Johnsen Decl., ¶ 15 and Exh.  
10 K thereto. In addition, on February 7, 2011, the Notice of Trustee's Sale was posted on the  
11 Property in a conspicuous place, in the manner prescribed by the Nevada Revised Statutes.  
12 Johnsen Decl., ¶ 16 and Exh. L thereto. Trustee Corps also arranged for publication of the Notice  
13 of Trustee's Sale on three separate occasions, February 9, 16, and 23, 2011. *Id.* at ¶ 17 and Exh.  
14 M thereto.

15 On March 9, 2011, in compliance with the Notice of Trustee's Sale and in exercise of the  
16 power of sale under the Deed of Trust, Sansota's Property was sold at public auction to a third  
17 party, Prem Deferred Trust, for \$51,000. Johnsen Decl., ¶ 18 and Exh. N thereto; RJN, Exh. 6.  
18 At the time of the foreclosure sale, the amount of the debt secured by the Property was  
19 \$133,586.50. Johnsen Decl., ¶ 19 and Exh. N thereto; RJN, Exh. 6. Trustee Corps forwarded to  
20 Wells Fargo Bank the \$51,000 that it received from the purchaser at the foreclosure sale. Johnsen  
21 Decl., ¶ 19 and Exh. O thereto. On March 31, 2011, a Trustee's Deed Upon Sale was recorded in  
22 the Official Records of Clark County, Nevada. Johnsen Decl., Exh. N; RJN, Exh. 6.

23 In discharging its duties as trustee under the Deed of Trust, Trustee Corps acted  
24 impartially in accordance with the terms of the Deed of Trust. Johnsen Decl., ¶ 20. In Trustee  
25 Corps' comment log with regard to the Sansota transaction, there is an absence of any indication  
26 that Trustee Corps received any money or property from Sansota and of any indication that  
27 Trustee Corps retained in connection with the foreclosure of the Property any benefit that  
28 belonged to Sansota. *Id.* at ¶ 21 and Exh. P thereto. In fact, Trustee Corps never received any

1 money or property of Sansota, and it never received any benefit that belonged to Sansota. *Id.* at ¶  
2 21. Trustee Corp's comment log also reflects that, between the recordation of the Notice of  
3 Default and the sale of the Property at foreclosure, Trustee Corps did not contact Sansota to  
4 attempt to collect any monies from him whether by telephone, personal contact, or letter. *Id.* and  
5 Exh. P thereto. The communications to Sansota were limited to those actions that were required  
6 to be taken by foreclosure trustees under the Nevada Revised Statutes. *Id.* The only substantive  
7 communication from Sansota during the foreclosure process appears to have been a belated  
8 request to Wells Fargo Bank by Sansota to postpone the foreclosure sale. *Id.* Wells Fargo Bank  
9 did not agree to postpone the foreclosure sale. *Id.*

10 Trustee Corps did not know, believe, or understand, during the time period beginning with  
11 the Notice of Default and continuing through the foreclosure sale of Sansota's property, that  
12 Trustee Corps was obligated to obtain a collection agency license from the State of Nevada in  
13 order to conduct foreclosures in Nevada. Johnsen Decl., ¶ 22. In fact, Trustee Corps' understood  
14 that no such license was required, based on the fact that Trustee Corps' efforts in Nevada were  
15 confined to conducting foreclosure sales pursuant to the provisions of deeds of trust and Nevada  
16 Revised Statutes, Chapter 107. *Id.* In that capacity, Trustee Corps did not engage in efforts to  
17 cause Sansota to pay any money to the holder of the deed of trust. *Id.* Trustee Corps' job was to  
18 sell in accordance with law the Property that Sansota had posted as security for the loan taken out  
19 from his lender; Trustee Corps' client did not hire Trustee Corps to negotiate a loan extension or  
20 collect money or property directly from Sansota. *Id.*

21 Thus, Trustee Corps merely completed the various steps of the foreclosure process set  
22 forth in the Nevada Revised Statutes. Johnsen Decl., ¶¶ 22 and 23, and Exhs. P and Q thereto.  
23 Absent from Trustee Corps' records is any indication that Trustee Corps contacted Sansota to  
24 attempt to collect from Sansota directly any money that Sansota may have owed Wells Fargo  
25 Bank. *See id.*<sup>3</sup>

26 For their part, Raymond Sansota and his wife, Francine Sansota, were completely  
27

28 <sup>3</sup> Notwithstanding the vague allegations about pursuing various collection agency activities. SAC,  
p. 18, lines 24-28.

1 detached from the entire foreclosure process. They were having severe financial and personal  
2 problems unrelated to anything that Trustee Corps did. They moved out of the Property before  
3 receiving a notice of default and relocated to Ohio. Declaration of Allan E. Ceran ("Ceran  
4 Decl."), ¶ 2 and Exh. A thereto, at 47:23-48:8. When they left town, they knew they were in  
5 default (*id.* at ¶ 3 and Exh. B thereto, at 31:6-13) and were three or four payments behind on their  
6 mortgage. *Id.* at Exh. A, at 49:17-25. Raymond had lost his job and found another that paid only  
7 about 50% less than his previous job. *Id.* Mr. and Mrs. Sansota also were distraught over their  
8 son because he had been in trouble and in jail for a while. *Id.*

9 Raymond Sansota only discovered that his house was being foreclosed on years after they  
10 left Las Vegas. Ceran Decl., Exh. A, at 31:20-22. He learned that the property had been sold at a  
11 foreclosure sale in the later part of 2016. *Id.* at Exh. A, at 32:25-33:3. Raymond Sansota has no  
12 recollection about anything that happened during the foreclosure process between the time that  
13 they defaulted and the time that he learned about the foreclosure sale. *Id.* at Exh. A, at 33:12-23.  
14 During the pertinent time period, they never received any letters (*id.* at Exh. A, at 51:23-25 and  
15 Exh. B, at 29:18-21) and never received any emails from Trustee Corp. *Id.* at Exh. A, at 52:19-20  
16 and Exh. B, at 29:25-30:2. They did not have any face to face meetings with anyone from  
17 Trustee Corps, and Trustee Corps never contacted them or communicated with them. *Id.* at Exh.  
18 A, at 52:21-24 and Exh. B at 32:18-22. The Sansotas never received any kind of communication  
19 from Trustee Corps which gave them wire instructions on how to wire money. *Id.* at Exh. A, at  
20 56:16-19 and Exh. B, at 32:7-10. They never received a notice from Trustee Corps that said in  
21 words or substance: "This is an attempt to collect a debt and any information obtained will be  
22 used for that purpose." *Id.* at Exh. A, at 56:20-57:5 and Exh. B, at 32:11-15. Trustee Corps did  
23 not do anything to interfere with their ability to pay their first mortgage. *Id.* at Exh. A, at 81:7-9,  
24 81:19-22. Francine Sansota did not even learn who Trustee Corp was until after the foreclosure.  
25 *Id.* at Exh. B, at 30:6-10. Raymond Sansota learned in October 2016 (five years after this suit  
26 was filed) that Trustee Corps did not have a debt collector's license. *Id.* at Exh. A, at 54:2-11,  
27 55:24-56:4.

28

1     **III.     LEGAL STANDARD ON MOTIONS FOR SUMMARY JUDGMENT**

2             Summary judgment is appropriate and shall be rendered forthwith when the pleadings and  
3     other evidence on file demonstrate that no genuine issue as to any material fact remains and that  
4     the moving party is entitled to judgment as a matter of law. *Wood v. Safeway, Inc.*, 121 Nev. 724,  
5     729, 121 P.3d 1026 (2005). Only disputes over facts that might affect the outcome of the case  
6     will properly preclude summary judgment; factual disputes that are irrelevant or unnecessary will  
7     not be counted. *Id.* at 730 (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-248, 106  
8     S.Ct. 2505).

9             While the pleadings and other proof must be construed in a light most favorable to the  
10    nonmoving party, that party bears the burden to do more than simply show that there is some  
11    metaphysical doubt as to the operative facts in order to avoid summary judgment being entered in  
12    the moving party's favor. *Wood v. Safeway, Inc., supra*, 121 Nev. at 732, 121 P.3d at 1031. The  
13    nonmoving party must, by affidavit or otherwise, set forth specific facts demonstrating that a  
14    genuine issue for trial exists or have summary judgment entered against him. *Id.* In other words,  
15    the nonmoving party is not entitled to build a case on the gossamer threads of whimsy,  
16    speculation, and conjecture. *Id.*

17            The summary judgment procedure is designed to avoid unnecessary trials when they  
18    would serve no useful purpose because there is no genuine dispute about the material facts of the  
19    case. *See Short v. Hotel Riviera, Inc.*, 79 Nev. 94, 103, 378 P.2d 979, 984 (1963). Summary  
20    judgment has been repeatedly found to be appropriate where there is "no legally sufficient  
21    evidentiary basis for a reasonable jury to find for the nonmoving party." *Maes v. Henderson*, 33  
22    F. Supp. 2d 1281, 1285-1286 (D. Nev. 1999).

23            As set forth below, this case compels entry of summary judgment in favor of Trustee  
24    Corps and against Sansota because, construing the pleadings and record in a light most favorable  
25    to Sansota, no issues of material fact remain and Trustee Corps is entitled to judgment as a matter  
26    of law. This motion should be granted.

1 **IV. ANALYSIS**

2 **A. Trustee Corps Is Entitled to Judgment on the First Cause of Action for**  
3 **Statutory Consumer Fraud**

4 The first cause of action for statutory consumer fraud fails for each and every of four  
5 independent reasons. First, Trustee Corps, as a company that is engaged exclusively in the  
6 business of acting as a foreclosure trustee, does not need to be licensed as a collection agency  
7 under Nevada law. Second, as a matter of undisputed fact, Trustee Corps' non-judicial  
8 foreclosure of the Property adhered to the requirements of the Deed of Trust and N.R.S. Chapter  
9 107 (regulating the conduct of foreclosures), and Trustee Corps never attempted to collect a debt  
10 from Sansota. Therefore, Trustee Corps did not act as a "collection agency" within the meaning  
11 of N.R.S. 649.020. Third, liability under N.R.S. 598.0923 of the Nevada Unfair and Deceptive  
12 Trade Practices Act ("NDTPA") for consumer fraud, via the private right of action enacted by  
13 N.R.S. 41.600, is triggered by a **knowing** violation of the provisions of the Act. Here, the  
14 undisputed facts demonstrate that Trustee Corps never knew, believed, or understood that its  
15 actions as a foreclosure trustee required it to be licensed as a collection agency, and, therefore,  
16 Trustee Corps cannot be held liable for statutory consumer fraud. Fourth, damages are an  
17 essential element of a private right of action for statutory consumer fraud, and the evidence before  
18 the Court establishes that Sansota did not incur any damages as a result of Trustee Corps not  
19 having obtained a collection agency license or registering as a foreign collection agency. For  
20 each of these separate reasons, the Court should enter summary judgment in favor of Trustee  
21 Corps on the first cause of action for statutory consumer fraud.

22 **1. Trustee Corps, as a Non-Judicial Foreclosure Trustee, Is Exempt from**  
23 **the Licensing Requirement of N.R.S. 649.075**

24 The claim for consumer fraud alleges that: Trustee Corps acted as a "collection agency"  
25 and did not hold the requisite license to act as a collection agency in Nevada; Trustee Corps  
26 allegedly pursued various collection agency activities against Sansota, including such actions as  
27 sending debt-related notices, demands, and collections communications, conducting foreclosure  
28 sales and processes, and collecting monies to apply to Sansota's account; these activities

1 allegedly were illegal because they were unlicensed; Trustee Corps' conduct allegedly violated  
2 N.R.S. 649.075 or N.R.S. 649.171 and, therefore, constituted a deceptive trade practice under  
3 N.R.S. Chapter 598 and statutory consumer fraud, as defined by N.R.S. 41.600; Sansota seeks  
4 damages that he allegedly incurred as a result of these acts; and, Sansota requests an award of  
5 attorney's fees and punitive damages. SAC, ¶¶33-40.

6 The statutory consumer fraud cause of action is based upon the private right of action  
7 afforded to consumers by N.R.S. 41.600, which provides in pertinent part that an action may be  
8 brought by any person who is a victim of "consumer fraud." N.R.S. 41.600(1). "Consumer  
9 fraud" means a "deceptive trade practice" as defined in N.R.S. 598.0915 to 598.0925 of the  
10 NDTPA. N.R.S. 41.600(2)(e). Further, if the claimant is the prevailing party, the claimant is  
11 entitled to any damages that he or she has sustained, any equitable relief that the Court deems  
12 appropriate, and the claimant's costs in the action and reasonable attorney's fees. N.R.S.  
13 41.600(3)(a)-(c).

14 The alleged deceptive trade practice that forms the substantive basis of Sansota's statutory  
15 consumer fraud claim arises from N.R.S. 598.0923 of the NDTPA, which states that a person  
16 engages in a "deceptive trade practice" when, in the course of his or her business or occupation,  
17 he or she **knowingly** conducts the business or occupation without all required state, county, or  
18 city licenses. N.R.S. 598.0923(1) (emphasis added).

19 The license that Trustee Corps allegedly was required to obtain is a "collection agency"  
20 license. "Collection agency means all persons engaging, directly or indirectly, and as a primary  
21 or secondary object, business or pursuit, in the collection of or in soliciting or obtaining in any  
22 manner the payment of a claim owed or due or asserted to be owed or due to another." N.R.S.  
23 649.020(1). N.R.S. 649.075, in turn, provides that a person shall not engage in the business of a  
24 collection agency without first having obtained a license. N.R.S. 649.075.

25 As an initial matter, Trustee Corps is entitled to summary judgment on the first cause of  
26 action because it is exempt from the licensing requirement of N.R.S. 649.075 and, therefore,  
27 cannot be held liable under N.R.S. 41.600, for the deceptive trade practice, as defined in N.R.S.  
28 598.0923, of conducting its business without a collection agency license. As the Court recently

1 noted in *Bailin v. Select Portfolio Serving, Inc.*, 2015 WL 4711113, at \*3 (D. Nev. 2015): “[T]he  
2 Courts of this District have routinely held that the NDTPA does not apply to most real estate loan  
3 transactions,” citing *Morris v. Green Tree Servicing, LLC*, 2015 WL 4113212, at \*15 (D. Nev.  
4 2015); *Kawahara v. Kennedy*, 2015 WL 789744, at \*5 (D. Nev. 2015); *Dowers v. Nationstar*  
5 *Mortgage LLC*, 2014 WL 7409513, at \*4 (D. Nev. 2014); *Bartello v. CitiMortgage, Inc.*, 2014  
6 WL 1514174, at \*7 (D. Nev. 2014); *Tello v. Bank of Am. N.A.*, 2014 WL 99299, at \*5 (D. Nev.  
7 2014); *Reyna v. Wells Fargo Bank, N.A.*, 2011 WL 2690087, at \*9 (D. Nev. 2011).

8 *Wensley v. First National Bank of Nevada*, 874 F. Supp. 2d 957 (D. Nev. 2012), is  
9 illustrative of the legion of cases decided in Nevada by United States District Court Judges  
10 applying Nevada law to resolve this issue adversely to the plaintiff. In *Wensley*, the trustor under  
11 a deed of trust brought an action against the beneficiary, trustee, and substitute trustee alleging a  
12 predatory lending scheme and asserting a variety of claims, including a claim for violation of the  
13 NDTPA. In granting defendants’ motion to dismiss plaintiff’s deceptive trade practices claim, the  
14 Court stated:

15 Plaintiff’s second cause of action for violation of the Nevada Unfair and Deceptive  
16 Trade Practices Act, Nev. Rev. Stat. § 598.0923, . . . fails as a matter of law. The  
17 statute provides that a person engages in deceptive trade practices when he or she  
18 knowingly conducts his or her business or occupation without all required state,  
19 county, or city licenses. NEV. REV. STAT. § 598.0923(1). **However, the**  
20 **statutes explicitly state that the following activities do not constitute doing**  
21 **business in Nevada:** (1) maintaining, defending or settling any proceeding; (2)  
22 creating or acquiring indebtedness, mortgages and security interests in real or  
23 personal property; and (3) **securing or collecting debts or enforcing mortgages**  
24 **and security interests in property securing the debts.** NEV. REV. STAT. §  
25 80.015(1)(a), (g), (h). Because Defendants are explicitly exempted from the need  
26 to acquire licenses, the Court dismisses Plaintiff’s second cause of action without  
27 leave to amend.

28 *Id.* at 963 (emphasis added). See also *Marley v. Greater Nevada Mortgage Services*, 2012 WL

1 1883476, at \*3 (D. Nev. 2012) (same); *James v. Countrywide Home Loans, Inc.*, 2012 WL  
2 607564, at \*3 (D. Nev. 2012) (same); *Marin v. Wells Fargo Bank*, 2012 WL 424564, at \*3 (D.  
3 Nev. 2012) (same); *March v. Pinnacle Mortgage of Nevada, LLC*, 2011 WL 4809198, at \*6 (D.  
4 Nev. 2011) (same) *Fitzgerald v. Clarion Mortgage Capital*, 2011 WL 2633502, at \*5 (D. Nev.  
5 2011) (same); *Quality Loan Service Corp. v. State of Nevada*, 2013 WL 6911859 (Nev. Dist. Ct.  
6 2013) (trial order).

7 The foregoing, voluminous case authorities make clear that a foreclosure trustee, such as  
8 Trustee Corps, cannot be held liable for deceptive trade practices on the sole ground that it failed  
9 to obtain a collection agency license because, under Nevada law, it is explicitly exempted from  
10 the need to acquire such a license. Indeed, Trustee Corps has been unable to find a single holding  
11 to the contrary.

12 Trustee Corps anticipates that Sansota, in the complete absence of any case authority  
13 agreeing with or adopting his position, will argue that N.R.S. 80.015(4)(b) – providing that “[t]he  
14 fact that a person is not doing business in this State within the meaning of this section . . . [d]oes  
15 not affect the applicability of any other provision of law with respect to the person and may not  
16 be offered as a defense . . . in any civil action . . . to prove that the person is not doing business  
17 in this State . . .” -- somehow can be interpreted to read N.R.S. 80.015(1) out of existence.  
18 Sansota is incorrect. Trustee Corps is not attempting to prove that it was not doing business in  
19 Nevada, but, rather, that it has been exempted from obtaining a license that it otherwise may have  
20 had to acquire. Thus, subsection (4)(b) of N.R.S. 80.015 is inapplicable to the issue before the  
21 Court. This motion should be granted.

22 2. **Trustee Corps Never Attempted to Collect a Debt from Sansota and,**  
23 **Therefore, Did Not Act as a “Collection Agency” within the Meaning**  
24 **of N.R.S. 649.020**

25 At all times pertinent to this matter, Trustee Corps acted in the capacity of a foreclosure  
26 trustee under a deed of trust with a power of sale to sell the Property at a duly conducted  
27 foreclosure sale in the state of Nevada. Johnsen Decl., ¶ 3. In this capacity, Trustee Corps  
28 published, mailed, and recorded foreclosure notices, and conducted a public, non-judicial



1 foreclosure sale in the State of Nevada. *Id.* Trustee Corps sends foreclosure notices only upon  
2 express written authority and direction to do so from a deed of trust lender or beneficiary, or from  
3 their agents. *Id.*

4 Trustee Corps is not, and was never, a lender, trust deed beneficiary, or loan servicer.  
5 Johnsen Decl., ¶ 5. It neither makes nor negotiates, and has neither made nor negotiated, loans,  
6 trial loan modifications, permanent loan modifications, or agreements of forbearance. *Id.* Such  
7 tasks are conducted by lenders, trust deed beneficiaries, or loan servicers. *Id.*

8 Trustee Corps' non-judicial foreclosure of the Property adhered to the requirements of the  
9 Deed of Trust and N.R.S. Chapter 107, and Trustee Corps never attempted to collect a debt from  
10 Sansota. The Deed of Trust expressly granted and conveyed the Property to the Trustee with the  
11 power of sale. RJN, Exh. 1, p. 3. In the Deed of Trust, Sansota specifically agreed that, upon  
12 default, the lender had the right to foreclose and sell the Property. *Id.* The Deed of Trust  
13 provides that lender shall give Sansota a notice of default specifying (a) the default, (b) the action  
14 required to cure the default, (c) a date, not less than 30 days from the date of the notice given to  
15 Sansota, by which the default must be cured, and (d) that failure to cure the default on or before  
16 the date specified in the notice may result in acceleration of the sums secured by the Deed of  
17 Trust. *Id.* at Exh. 1, p. 13. It further provides that the notice shall inform Sansota of the right to  
18 reinstate after acceleration and the right to bring a court action to assert the non-existence of a  
19 default or any other defense of Sansota to acceleration and sale and that, if the default is not cured  
20 on or before the date specified in the notice, lender may, at its option and without further demand,  
21 may invoke the power of sale, including the right to accelerate full payment of the note, and any  
22 other remedies permitted by applicable law. *Id.* In addition, the Deed of Trust states that the  
23 lender will be entitled to collect all expenses incurred in pursuing the remedies provided for in the  
24 Deed of Trust, including reasonable attorney's fees and costs of title evidence. *Id.*

25 With regard to a sale of the Property, the Deed of Trust provides in relevant part that, if  
26 the lender invokes the power of sale, the lender shall execute or cause the Trustee to execute  
27 written notice of the occurrence of an event of default and of lender's election to cause the  
28 Property to be sold, and shall cause such notice to be recorded in each county in which any part of

1 the Property is located. RJN, Exh. 1, p. 13. Also, the lender is required to mail copies of the  
2 notice, and the Trustee must give public notice of sale to the persons and in the manner prescribed  
3 by applicable law. *Id.* At the time required by applicable law, the Trustee, without demand on  
4 Sansota, can then sell the Property at public auction to the highest bidder. *Id.* Upon sale, the  
5 Trustee is to deliver to the purchaser a Trustee's deed conveying the Property without any  
6 covenant or warranty. *Id.*

7 After Sansota defaulted, Trustee Corps simply followed the steps set forth in the Deed of  
8 Trust and N.R.S. 107.080 *et seq.* It recorded, served, and posted the Notice of Default. RJN,  
9 Exh. 4; Johnsen Decl., ¶ 12 and Exhs. C, D, E, and F thereto. It provided Sansota with the  
10 required Danger Notice and mediation forms. Johnsen Decl., ¶ 12 and Exh. F thereto. Trustee  
11 Corps' next contact with Sansota was when it recorded, served, posted, and caused to be  
12 published the Notice of Trustee's Sale. Johnsen Decl., ¶¶ 15-17. That was the extent of Trustee  
13 Corps' contact with Sansota.<sup>4</sup> Trustee Corps never received any money or property of Sansota,  
14 and it never received any benefit that belonged to Sansota. *Id.* at ¶ 21. It did not contact Sansota  
15 to attempt to collect any monies from him, whether by telephone, personal contact, or letter. *Id.*  
16 The communications to Sansota were limited to those actions that were required to be taken by  
17 foreclosure trustees under the Nevada Revised Statutes. *Id.* A month after recording the Notice  
18 of Trustee's Sale, Trustee Corps sold the Property at public auction. *Id.* at ¶ 18 and Exh. N  
19 thereto.

20 At argument at the hearing on the defendants' motion to dismiss the Second Amended  
21 Complaint, plaintiffs' counsel argued to the Court that the alleged actions of the various  
22 defendants went beyond the acts agreed to in the various deeds of trust and required by statute.<sup>5</sup>  
23 As to this defendant, however, counsel's statement is not accurate. The evidence demonstrates

24 \_\_\_\_\_  
25 <sup>4</sup> Sansota apparently contacted Wells Fargo Bank and requested a delay of the sale. *See* Johnsen  
Decl., ¶ 21 and Exh. P thereto. The bank denied the request. *Id.*

26 <sup>5</sup> As plaintiffs' counsel stated to the Court at the hearing on the motion to dismiss the SAC, "If  
27 you want to serve as a trustee, you can do that, but you can't engage in a whole variety of  
packaged services that constitute debt collection. . . . [T]hey are not just serving as a trustee."  
28 RJN, Exh. 8, p. 19, lines 10-13. *See also id.* at Exh. 8, p. 19, lines 15-18, p. 20, lines 6-12, p. 24,  
lines 13-14 ("He says all they did was record a notice of default. **If that's all they did, we  
wouldn't be here today.**") (emphasis added).

1 that Trustee Corps never had contact with Sansota beyond taking actions that were expressly  
2 agreed to in the Deed of Trust and sanctioned by the Nevada foreclosure statutes. There were no  
3 harassing telephone calls, letters soliciting payment, or any similar actions. It would be an  
4 incredible extension of existing law to find that Trustee Corps somehow engaged in a deceptive  
5 trade practice by simply following the steps that it was legally bound to take in order to ensure  
6 that the foreclosure complied with the terms of the Deed of Trust and N.R.S. 107.080 *et seq.*

7 Notwithstanding Sansota's argument for an extension of a trustee's duty, the common law  
8 does not impose any additional obligations on a foreclosure trustee other than those *specifically*  
9 stated in the deed of trust or governing statutes. *See Weingartner v. Chase Home Finance, LLC*,  
10 702 F. Supp. 2d 1276, 1291 (D. Nev. 2010), *quoting Pro Value Properties, Inc. v. Quality Loan*  
11 *Service Corp.*, 170 Cal. App. 4<sup>th</sup> 579, 583, 88 Cal. Rptr. 3d 381 (2009) (finding no general duty of  
12 care, but holding only duty as defined by Nevada foreclosure statutes).

13 Thus, the scope and nature of a trustee's duties are exclusively defined by the deed of trust  
14 and the governing statutes. *Bank of America Leasing & Capital, LLC v. Arch. Trustee Services,*  
15 *Inc.*, 180 Cal. App. 4<sup>th</sup> 1090, 1097-1098, 103 Cal. Rptr. 3d 397, 400-402 (2009) (trustee's rights,  
16 powers, and duties regarding notice of default and sale strictly defined and limited by statutory  
17 scheme; Legislature intended to protect trustees from costly litigation, and trustee's statutory  
18 duties cannot be expanded by courts). No common law duties exist. *Hendrickson v. Popular*  
19 *Mortgage Servicing, Inc.*, 2009 WL 1455491, at \*7 (N.D. Cal. 2009); *Gomez v. Countrywide*  
20 *Bank, FSB*, 2009 WL 3617650, at \*8 (D. Nev. 2009) (*accord*, *citing Hendrickson*); *Pro Value*  
21 *Properties, Inc.*, *supra*, 170 Cal. App. 4<sup>th</sup> at 583; *Orzoff v. Bank of America, N.A.*, 2011 WL  
22 1539897, at \*3 (D. Nev. 2011); *Residential Capital LLC v. Cal-Western Reconveyance Corp.*,  
23 108 Cal. App. 4<sup>th</sup> 807, 827-829, 134 Cal Rptr. 2d 162 (2003) (no common law expansion of tort  
24 obligations).

25 The trustee's limited duties are twofold: (1) to "reconvey" the deed of trust to the trustor  
26 upon satisfaction of the debt owed to the beneficiary, resulting in a release of the lien created by  
27 the deed of trust, or (2) to initiate non-judicial foreclosure on the property upon the trustor's  
28 default, resulting in a sale of the property. *Vournas v. Fidelity Nat. Title Ins. Co.*, 73 Cal. App. 4<sup>th</sup>

1 668, 677, 86 Cal. Rptr. 2d 490 (1999). The non-judicial foreclosure trustee is not a true trustee with  
2 fiduciary duties, but, rather, a common agent of the trustor and beneficiary. *Pro Value Properties,*  
3 *Inc.*, *supra*, 170 Cal. App. 4<sup>th</sup> at 583. *See also Orzoff, supra*, 2011 WL 1539897, at \*3.

4 Because Trustee Corps' foreclosure sale duties are defined and limited by the Deed of  
5 Trust and by statute (N.R.S. 107.080 *et seq.*), no claim against Trustee Corps arising solely from  
6 its actions taken during the foreclosure can validly serve as the exclusive basis for Sansota's  
7 claim for statutory consumer fraud. This is precisely what the Nevada District Court found in  
8 *Quality Loan Service Corp. v. State of Nevada*, 2013 WL 6911859 (Nev. Dist. Ct. 2013). There,  
9 Quality Loan Service Corporation ("Quality") petitioned the Nevada District Court for review of  
10 the decision of the Department of Business and Industry, Financial Institutions Division (the  
11 "FID"), in which the FID concluded that a trustee's exercise of the power of sale pursuant to the  
12 procedure set forth under N.R.S. Chapter 107 constituted the collection of, or solicitation of  
13 payment of, a claim and, therefore, found that Quality was required to be licensed as a collection  
14 agency by the FID in order to exercise the power of sale under a deed of trust. *Id.* at \*2. On  
15 appeal, the Court, after scrutinizing the legislative history of the various pertinent Nevada  
16 statutes, reversed the decision of the FID, finding that "a Trustee's exercise of the power of sale  
17 under NRS Chapter 107 is not the collection of a debt or claim under NRS Chapter 649, and  
18 therefore a Trustee who is only exercising the power of sale under NRS chapter 107 is not  
19 required to obtain a license from the FID as a collection agency." *Id.* at \*3. It further ruled that  
20 the Cease and Desist Order issued by the FID and the decision of the FID were void *ab initio* due  
21 to legal error by the FID. *Id.* In so ruling, the Court made numerous findings that are contrary to  
22 Sansota's contentions in this case, including (a) the notices required by N.R.S. Chapter 107 in the  
23 event of default by the borrower are not the solicitation of payment of a debt or claim, (b) the  
24 exercise of the power of sale by a Trustee pursuant to the procedures set forth in N.R.S. Chapter  
25 107 is not the collection of a debt or claim, (c) only the Judiciary, pursuant to a duly filed claim in  
26 District Court, has authority to review a Trustee's exercise of the power of sale and its requisite  
27 notices, under N.R.S. Chapter 107, and (d) N.R.S. Chapter 649 gives the FID authority to regulate  
28 debt collection and collection agencies, but grants to the FID no authority to regulate, license, or

1 oversee a Trustee's exercise of the power of sale under N.R.S. Chapter 107. *Id.*

2       The *Quality Loan Service Corp.* Court's opinion is consistent with a slew of case  
3 authorities issued by the United States District Court for the District of Nevada. *See, e.g., Wittrig*  
4 *v. First National Bank of Nevada*, 2011 WL 5598321 (D. Nev. 2011) (dismissing claim under the  
5 NDTPA); *Mayes v. First Horizon Home Loans*, 2010 WL 3724264, at \*3 (D. Nev. 2010) (claim  
6 under the NDTPA dismissed; foreclosure trustee not required to be licensed to record notice of  
7 default); *Rinehold v. Indymac Bank, FSB*, 2011 WL 13856, at \*2 (D. Nev. 2011) (same);  
8 *Kenneweg v. Indymac Bank, FSB*, 2011 WL 13853, at \*2 (D. Nev. 2011) (same); *Regas v.*  
9 *Freemont Investments & Loan*, 2010 WL 5178029, at \*2 (D. Nev. 2010) (same).

10       The Ninth Circuit recently held that actions taken to facilitate non-judicial foreclosure,  
11 such as sending the notice of default and notice of sale, are not attempts to collect debt under the  
12 Fair Debt Collection Practices Act ("FDCPA"). *Ho v. ReconTrust Co., NA*, 840 F.3d 618 (9<sup>th</sup> Cir.  
13 2016). In *Ho*, the Court affirmed the dismissal of an action against the trustee on a deed of trust  
14 against the plaintiff's property in which plaintiff alleged that the trustee sent her a notice and  
15 default and notice of sale that misrepresented the amount of debt owed in violation of the  
16 FDCPA. In so holding, the Court stated:

17             An entity does not become a general "debt collector" if its "only role in the debt  
18 collection process is the enforcement of a security interest." . . . We view all of  
19 ReconTrust's activities as falling under the umbrella of "enforcement of a security  
20 interest." Under California's non-judicial foreclosure statutes, ReconTrust could  
21 not conduct the trustee's sale until it sent the notice of default and the notice of  
22 sale. If ReconTrust can administer a trustee's sale without collecting a debt, it  
23 must be able to maintain that status when it takes the statutorily required steps to  
24 conduct the trustee's sale. The right to "enforce" the security interest necessarily  
25 implies the right to send the required notices; to hold otherwise would divorce the  
26 notices from their context.

27 *Ho v. ReconTrust Co., NA, supra*, 840 F.3d at 622. The Court further explained:

28             Enforcement of a security interest will often involve communications between the

1 forecloser and the consumer. When these communications are limited to the  
2 foreclosure process, they do not transform foreclosure into debt collection.  
3 The notices at issue in our case didn't request payment from Ho. They merely  
4 informed Ho that the foreclosure process had begun, explained the foreclosure  
5 timeline, apprised her of her rights and stated that she could contact Countrywide  
6 (not ReconTrust) if she wished to make a payment. These notices were designed  
7 to protect the debtor. They are entirely different from the harassing  
8 communications that the FDCPA was meant to stamp out. Thus, we agree with  
9 the California Courts of Appeal that "giving notice of a foreclosure sale to a  
10 consumer as required by the [California] Civil Code does not constitute debt  
11 collection activity under the FDCPA.

12 *Id.* at 623 (emphasis on original). *Accord Evalobo v. Aldridge Pite, LLP*, 2016 WL 7379021, at  
13 \*5 (D. Nev. 2016)(non-judicial foreclosure is not debt collection under the FDCPA).

14 Sansota apparently argues that all of the scores of decisions by the United States District  
15 Courts in Nevada rejecting the same argument that he makes here and the decision by the Ninth  
16 Circuit in *Ho* are wrongly decided and that the *Ho* decision has been limited by the Ninth  
17 Circuit's subsequent decision in *Mashiri v. Epsten Grinnell & Howell*, 845 F.3d 984 (9<sup>th</sup> Cir.  
18 2017). Sansota, however, cannot explain why the unanimity of opinions in Nevada is decidedly  
19 against him. And *Mashiri* presents facts far different than the facts presented by Sansota. In that  
20 case, there was no existing security interest, and the defendant law firm sent a letter to Mashiri  
21 that threatened to record a lien against Mashiri's property if she failed to pay her homeowner's  
22 association assessment. Rather than merely seeking to enforce an existing security interest or lien  
23 as in *Ho* and in Sansota's case, the defendant in *Mashiri* sought to collect an assessment.  
24 Accordingly, *Mashiri* is distinguishable on its facts and has no application here.

25 In plaintiffs' opposition to defendants' joint motion to dismiss the Second Amended  
26 Complaint, Sansota's counsel sought to distinguish the *Quality Loan Service Corp* decision by  
27 clarifying that "[p]laintiffs do *not* contend that all trustees under a deed of trust necessarily  
28 qualify as collection agencies pursuant to NRS 649.020. Rather, Plaintiffs allege that *these*

1 Defendants by their alleged, specific activities were in fact collection agencies under Nevada law,  
2 and carried out the misconduct complained of in the SAC without the licenses or certificates from  
3 the FID required by Nevada law.”<sup>6</sup> RJN, Exh. 7, at p. 25, lines 11-16 (emphasis in original). *See*  
4 *also id.*, Exh. 7, at p. 7, lines 1-9.

5 Sansota’s overbroad allegations may have sufficed to withstand a motion to dismiss  
6 (inasmuch as, in that context, the Court was bound to accept the vague allegations as true), but  
7 they are plainly insufficient here where admissible evidence supporting such allegations is  
8 required in order to avoid entry of summary judgment. As set forth above, with respect to this  
9 defendant, there is no evidence that Trustee Corps did anything other than act as a foreclosure  
10 trustee with regard to Sansota. In fact, the undisputed evidence affirmatively establishes that  
11 Trustee Corps acted solely as a foreclosure trustee. There were no “specific activities” that  
12 transformed Trustee Corps’ role into that of a collection agency. Indeed, the unambiguous import  
13 of plaintiffs’ admission to the Court is that Sansota would not and does not contend that Trustee  
14 Corps must be licensed as a collection agency under the undisputed facts submitted by Trustee  
15 Corps relating to the conduct of Sansota’s foreclosure. In these circumstances, the Court should  
16 grant summary judgment in favor of Trustee Corps.

17 **3. Trustee Corps Never Knew, Believed, or Understood that Its Actions**  
18 **as a Foreclosure Trustee Required It to be Licensed as a Collection**  
19 **Agency and, Therefore, It Cannot Be Held Liable Under the NDTPA**

20 Trustee Corps did not know, believe, or understand, during the time period beginning with  
21 the Notice of Default and continuing through the foreclosure sale of Sansota’s property, that  
22 Trustee Corps was obligated to obtain a collection agency license from the State of Nevada in  
23 order to conduct foreclosures in Nevada. Johnsen Decl., ¶ 22. In fact, Trustee Corps’ understood  
24 that no such license was required, based on the fact that Trustee Corps’ efforts in Nevada were  
25 confined to conducting foreclosure sales pursuant to the provisions of deeds of trust and Nevada  
26 Revised Statutes, Chapter 107. *Id.* In that capacity, Trustee Corps did not engage in efforts to

27  
28 <sup>6</sup> Sansota’s counsel made similar statements to the Court at the hearing on defendants’ motion to  
dismiss the SAC. *See* footnote 5, *supra*.

1 cause Sansota to pay any money to the holder of the deed of trust. *Id.* Trustee Corps' job was to  
2 sell in accordance with law the Property that Sansota had posted as security for the loan taken out  
3 from his lender; its client did not hire Trustee Corps to negotiate a loan extension or collect  
4 money or property directly from Sansota. *Id.*

5 Sansota's consumer fraud claim is a creature of statute, and the NDTPA is not a strict  
6 liability statute. It is not even a statute that imposes liability upon a person for a negligent act.  
7 Rather, it imposes liability for intentional actions and inactions, stating that a person engages  
8 in a deceptive trade practice under the NDTPA only when "in the course of his or her business or  
9 occupation he or she knowingly . . . conducts the business or occupation without all required  
10 state, county or city licenses." N.R.S. 598.0923 (emphasis added).<sup>7</sup>

11 In *Sobel v. Hertz Corp.*, 698 F. Supp. 2d 1218 (D. Nev. 2010), *affirmed in part, vacated in*  
12 *part, and reversed in part*, 2017 WL 56310 (9<sup>th</sup> Cir. 2017), the Court, in granting defendant's  
13 cross-motion for summary judgment, expressly rejected the contention, identical to Sansota's  
14 contention in this case, that a violation of the underlying statute automatically requires a finding  
15 that the NDTPA was violated:

16 At this time, the parties appear to dispute only whether Hertz engaged in an unfair  
17 or deceptive act or practice. As a preliminary matter, **the court rejects Plaintiffs'**  
18 **contention that because Hertz violated section 482.31575, Hertz has per se**  
19 **violated the DPTA.** Plaintiffs rely on Nevada Revised Statutes section  
20 598.0923(33) which provides, "A person engages in a 'deceptive trade practice'  
21 when in the course of his business or occupation he knowingly: . . . [v]iolates a  
22 state or federal statute or regulation relating to the sale or lease of goods or  
23 services." Nev.Rev.Stat. § 598.0923(3). In light of the substantial uncertainty  
24 surrounding section 482.31575's requirements, it would be difficult to establish  
25 that Hertz intentionally circumvented the requirements of the statute. Indeed,

26  
27 <sup>7</sup> Other actions that trigger liability for a deceptive trade practice under N.R.S. 598.0923 include  
28 knowingly failing to disclose a material fact in connection with the sale or lease of goods or  
services, knowingly violating a state or federal statute or regulation relating to the sale of lease of  
goods or services, and knowingly using coercion, duress or intimidation in a transaction.



1           Plaintiffs have failed to present evidence suggesting that Hertz knowingly violated  
2           section 482.31575.

3       *Id.* at 1230 (emphasis added).

4           It is not surprising, and indeed makes sense, that the Legislature required scienter as a  
5       precondition to finding a person liable for what Sansota himself calls “statutory consumer fraud.”  
6       Fraud is a serious charge, and it is always the case at common law that, to hold someone liable for  
7       fraud, a finding of intent to defraud (or at least of recklessness) is required. There is no reason to  
8       find that the NDTPA is any different, that the Legislature intended to hold a person without  
9       scienter liable for fraud.

10          Sansota would have the Court read the NDTPA as if the word “knowingly” did not appear  
11       at all. Sansota apparently believes that there is no such element of a claim under the NDTPA  
12       inasmuch as the Second Amended Complaint conspicuously omits an allegation that Trustee  
13       Corps *knowingly* violated N.R.S. 649.075 or N.R.S. 649.171. *See* SAC, ¶¶ 32-37.

14          It is hornbook law that the Court “must give [a statute's] terms their plain meaning,  
15       considering its provisions as a whole so as to read them in a way that would not render words or  
16       phrases superfluous or make a provision nugatory.” *Southern Nev. Homebuilders v. Clark*  
17       *County*, 121 Nev. 446, 449, 117 P.3d 171, 173 (2005) (internal quotation omitted). A statute's  
18       express definitions are controlling because “[t]o read [them] otherwise would lead to the absurd  
19       result of rendering [such provisions] ... mere surplusage.” *Boulder Oaks Cmty. Ass'n v. B & J*  
20       *Andrews*, 125 Nev. 397, 406, 215 P.3d 27, 32–33 (2009).

21          Under Sansota's incorrect view of the NDTPA, the conduct of a business without a  
22       required license *ipso facto* renders that business guilty of intentional consumer fraud. Sansota's  
23       argument is without any supporting case authority and, contrary to the basic canons of statutory  
24       interpretation, would render the word “knowingly” in the NDTPA mere surplusage. Sansota's  
25       attempt to override the plain intention of the Legislature should be rejected.

26          Here, the undisputed facts demonstrate an utter absence of scienter. Trustee Corps never  
27       knew, believed, or understood that its actions as a foreclosure trustee required it to be licensed as  
28       a collection agency. Inasmuch as Sansota has not established (or even pleaded) that Trustee

1 Corps knowingly violated N.R.S. 598.0923(1) and Trustee Corps has established that it did not  
2 knowingly violate N.R.S. 598.0923(1), Trustee Corps cannot be held liable on a private right of  
3 action for statutory consumer fraud whose substantive basis is the NDTPA. The Court should  
4 grant summary judgment in favor of Trustee Corps.

5 4. The Cause of Action for Consumer Fraud Fails Because Trustee  
6 Corps' Inaction Did Not Cause Sansota to Incur Damages, Which Are  
7 a Required Element of His Claim

8 The Court should also grant summary judgment on the first cause of action for statutory  
9 consumer fraud because damages are a required element of Sansota's claim and the undisputed  
10 evidence establishes that Sansota has not incurred any damages by reason of Trustee Corp's  
11 failure to obtain a collection agency license or to register as a foreign collection agency.

12 To establish a violation of the NDTPA, the plaintiff must demonstrate that (1) an act of  
13 consumer fraud by the defendant (2) caused (3) damages to the plaintiff. *Docena v. Navy Federal*  
14 *Credit Union*, 2016 WL 53826 (D. Nev. 2016); *Copper Sands Homeowners Ass'n, Inc. v. Copper*  
15 *Sands Realty, LLC*, 2013 WL 3270430 (D. Nev. 2013); *Picus v. Wal-Mart Stores, Inc.*, 256  
16 F.R.D. 651, 657-58 (D. Nev. 2009) (noting that the Nevada Supreme Court has not specified the  
17 elements of a NDPTA claim and predicting how the Court would rule).

18 Assuming *arguendo* that Trustee Corps was required to hold a collection agency license  
19 (and it was not) and that its failure to obtain one made it strictly liable for consumer fraud, the  
20 record before the Court demonstrates that Sansota did not incur any damages as a result of  
21 Trustee Corp's alleged failure. Rather, it establishes that Sansota initially borrowed \$128,900.  
22 Johnsen Decl., ¶ 9 and Exh. A thereto. He secured his promise to repay this amount by executing  
23 the Deed of Trust. *Id.* at ¶ 10 and Exh. A thereto; RJN, Exh. 1. Sansota subsequently filed a  
24 Chapter 7 bankruptcy and received a discharge of his debt to Wells Fargo Bank on or about  
25 January 25, 2009. SAC, ¶ 5. Thus, Wells Fargo Bank's only recourse for payment of the debt  
26 was sale of its security, *i.e.*, the Property, at foreclosure, a result expressly contemplated by the  
27 Deed of Trust in the event of default.<sup>8</sup> Johnsen Decl., ¶ 10 and Exh. A thereto; RJN Exh. 1.

28 <sup>8</sup> Because of Sansota's discharge in bankruptcy, the issue of pre-petition debt must be

1 At the time of the foreclosure sale, the amount secured by the Property was \$133,586.50.  
2 Johnsen Decl., ¶ 19 and Exh. N thereto; RJN, Exh. 6. The Property sold at foreclosure for  
3 \$51,000, leaving Wells Fargo Bank with an \$82,586.50 shortfall (which, because of Sansota's  
4 discharge in bankruptcy, could *never* be recovered from Sansota). *Id.* All of the funds received  
5 from the third-party purchaser of the Property at foreclosure were sent to the assignee of the Note,  
6 Wells Fargo Bank. Johnsen Decl., ¶ 19 and Exh. O thereto. Nothing that Trustee Corps did or  
7 did not do during the foreclosure process caused Sansota to incur damages. The Property was  
8 sold at the direction of the noteholder and beneficiary under the Deed of Trust because Sansota  
9 defaulted on his obligations under the Note and Deed of Trust. Johnsen Dec., ¶¶ 3 and 15, and  
10 Exh. J thereto; RJN, Exh. 5. Trustee Corp's alleged status as an unlicensed collection agency is  
11 irrelevant because Trustee Corps' actions in conducting the foreclosure according the provisions  
12 of the Deed of Trust and Nevada law did not cause Sansota to incur any damages. Inasmuch as  
13 the undisputed facts demonstrate that Sansota cannot establish an essential element of his claim  
14 for statutory consumer fraud, summary judgment in favor of Trustee Corps is appropriate.

15 **B. Trustee Corps Is Entitled to Judgment on the Second Cause of Action for**  
16 **Unjust Enrichment**

17 The second cause of action of the Second Amended Complaint for unjust enrichment is  
18 without merit, and Trustee Corps is entitled to summary judgment on it as a matter of law. In the  
19 second cause of action, Sansota alleges that: Trustee Corps acted as a "collection agency" and did  
20 not hold the requisite license to act as a collection agency in Nevada; Trustee Corps received  
21 substantial payments for its allegedly illegal collection activities and gained an advantage to the  
22 detriment of Sansota; Trustee Corps allegedly was unjustly enriched by having received a fee to

23 distinguished from the foreclosure of their mortgage lien. "A defaulting debtor can protect  
24 himself from personal liability by obtaining a discharge in Chapter 7 liquidation. . . . However,  
25 such a discharge extinguishes only 'the personal liability of the debtor.' . . . Codifying the rule of  
26 *Long v. Bullard*, 117 U.S. 617, . . . the Code provides that a creditor's right to foreclose on the  
27 mortgage survives or passes through the bankruptcy." *Johnson v. Home State Bank*, 501 U.S. 78,  
28 82-83, 111 S. Ct. 2150, 115 L. Ed. 2d 66 (1991) (internal citations omitted). In the instant action,  
the bankruptcy discharge of Sansota prohibits or bars claims or demands for money to pay  
prepetition debt. Thus, there can be no debt collection or demands to collect a debt from Sansota.  
Any attempt to collect on the debt, as opposed to foreclosing on the mortgage lien, would have  
subjected the "debt collector" to contempt liability. See *Alderwoods Group, Inc. v. Garcia*, 682  
F.3d 958, 966 (11th Cir. 2012).

1 which it was not legally entitled to receive and retain under Nevada law; acceptance and retention  
2 of this fee would be inequitable; and, Trustee Corps should not be entitled to retain the fee to the  
3 detriment of Sansota and Trustee Corps should be disgorged of the fee it received. SAC, ¶¶ 42-  
4 47.

5 As a preliminary matter, a finding by this Court, in accordance with the case authorities  
6 cited above, that Trustee Corps was exempt from acquiring a collection agency license or that it  
7 did not act as a collection agency would be dispositive of the second cause of action as well since  
8 Sansota's claim for unjust enrichment is premised upon the notion that Trustee Corps was  
9 required to and did not obtain such a license, and that it acted as a collection agency. But, even if  
10 the Court were to find that Trustee Corps should have obtained a collection agency license and  
11 acted as a collection agency, Sansota's unjust enrichment cause of action nevertheless fails  
12 because: (1) the doctrine of unjust enrichment is inapplicable as a matter of law, and (2) Sansota  
13 never conferred a benefit upon Trustee Corps. This motion should be granted.

14 **1. The Remedy of Unjust Enrichment Is Inapplicable as a Matter of Law**  
15 **Because the Deed of Trust Governs the Relationship Between the**  
16 **Parties**

17 Sansota plainly misunderstands the nature of an unjust enrichment cause of action, and, as  
18 a matter of law, a claim based upon the doctrine of unjust enrichment is simply not available to  
19 Sansota under the undisputed facts of this case. The terms "restitution" and "unjust enrichment"  
20 are the modern counterparts of the doctrine of quasi-contract, the purpose of which is to do justice  
21 to the parties regardless of their intention. *Unionamerica Morg. v. McDonald*, 97 Nev. 210, 212,  
22 626 P.2d 1272, 1273 (1981). "The essential elements of quasi contract are a benefit conferred on  
23 the defendant *by the plaintiff*, appreciation by the defendant of such benefit, and acceptance and  
24 retention by the defendant of such benefit under circumstances such that it would be inequitable  
25 for him to retain the benefit without payment of the value thereof." *Id.* (emphasis added).  
26 "Unjust enrichment occurs whenever a person has and retains a benefit which in equity and good  
27 conscience belongs to another." *Id.* The doctrine of unjust enrichment or recovery in quasi-  
28 contract applies to situations where there is no legal contract, yet the person to be charged is in

1 possession of money or property which in good conscience and justice he should not retain but,  
2 rather, should deliver to another. *Leasepartners Corp. v. Robert L. Brooks Trust Dated*  
3 *November 12, 1975*, 113 Nev. 747, 755, 942 P.2d 182, 187 (1997); *Goodwin v. Executive Trustee*  
4 *Services, LLC*, 680 F. Supp. 2d 1244, 1255 (D. Nev. 2015), *aff'd sub nom Goodwin v.*  
5 *Countrywide Home Loans Inc.*, 578 Fed. Appx. 688 (9<sup>th</sup> Cir. 2014). Thus, “[a]n action based on  
6 unjust enrichment is not available where there is an express, written contract, because no  
7 agreement can be implied when there is an express agreement.” *Id.* “To permit recovery by  
8 quasi-contract where a written agreement exists would constitute a subversion of contractual  
9 principles.” *Lipshie v. Tracy Investment Co.*, 93 Nev. 370, 379, 566 P.2d 819, 824 (1977).

10 As an initial matter, the Deed of Trust appoints a trustee and sets forth the rights and  
11 obligations of Sansota with respect to the beneficiary and the trustee of the Deed of Trust (RJN,  
12 Exh. 1) and, therefore, recovery in quasi-contract is unavailable to Sansota. The Deed of Trust  
13 “irrevocably” granted and conveyed to the trustee, “in trust,” the power of sale with respect to the  
14 Property, and Sansota expressly understood and agreed in the Deed of Trust that foreclosure of  
15 the Property could occur in the event of a default of Sansota’s obligations under the Note secured  
16 by the Deed of Trust. *Id.* The existence of this express contract in which Sansota bestowed upon  
17 the trustee, *i.e.*, Trustee Corps, the power to sell the Property precludes Sansota from petitioning  
18 the Court to imply an agreement by Trustee Corps to convey to Sansota any benefits that Trustee  
19 Corps may have received from the exercise of the power of sale pursuant to specific provisions of  
20 the Deed of Trust. Summary judgment on the unjust enrichment cause of action should be  
21 granted for this reason alone.

22 2. **Because Sansota Never Conferred a Benefit Upon Trustee Corps,**  
23 **Sansota’s Claim for Unjust Enrichment Fails**

24 The undisputed material facts demonstrate that Trustee Corps never received a benefit,  
25 *e.g.*, any money or property, *from Sansota*; there is nothing of Sansota’s that can be returned.  
26 This is a required element of an unjust enrichment claim (*Unionamerica Morg. v. McDonald*,  
27 *supra*, 97 Nev. at 212), and the absence of a benefit bestowed upon Trustee Corps by Sansota is  
28 fatal to Sansota’s cause of action.

1 Sansota initially borrowed \$128,900. Johnsen Decl., ¶ 9 and Exh. A thereto. He secured  
2 his promise to repay this amount by executing the Deed of Trust. *Id.* at ¶ 10 and Exh. A thereto.  
3 Sansota subsequently filed a Chapter 7 bankruptcy and received a discharge on or about January  
4 25, 2009. SAC, ¶ 5. Thus, the noteholder's only recourse for payment of the debt was sale of its  
5 security, *i.e.*, the Property, a result expressly contemplated by the Deed of Trust in the event of  
6 default. At the time of the foreclosure sale, the amount owed was \$133,586.50. Johnsen Decl., ¶  
7 19 and Exh. N thereto; RJN, Exh. 6. The Property sold at foreclosure for \$51,000 (Johnsen Decl.,  
8 ¶18 and Exh. N thereto), leaving the noteholder with an \$82,586.50 shortfall (which, because of  
9 his discharge in bankruptcy, could *never* be recovered from Sansota). All of the funds received  
10 from the third-party purchaser of the Property at foreclosure were sent to the assignee of the Note  
11 and beneficiary of the Deed of Trust, Wells Fargo Bank. Johnsen Decl., ¶ 19 and Exh. O thereto.  
12 Trustee Corps did not receive any money or property of Sansota and did not retain in connection  
13 with the foreclosure of the Property any benefit that belonged to Sansota. *Id.* at ¶ 21. Inasmuch  
14 as the undisputed facts demonstrate that Sansota did not bestow any benefit upon Trustee Corps,  
15 there is no basis in law or equity for an order requiring Trustee Corps to convey to Sansota any  
16 fee that it received from the beneficiary of the Deed of Trust for administering the foreclosure,  
17 and Trustee Corps is entitled to summary judgment on Sansota's unjust enrichment cause of  
18 action. Trustee Corps' cross-motion for summary judgment should be granted.

19 **V. CONCLUSION**

20 There are no genuine issues of material with respect to the first and second causes of  
21 action of the Second Amended Complaint, and the applicable law demonstrates that neither of  
22 Sansota's claims has merit. Accordingly, Trustee Corps respectfully requests the Court to enter  
23 summary judgment in its favor and against Sansota.

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**AFFIRMATION**

**Pursuant to NRS 239B.030**

\*\*\*\*\*

The undersigned does hereby affirm that this document does not contain the Social Security Number of any person.

DATED this 24th day of February, 2017.

BROOKS HUBLEY, LLP  
1645 Village Center Circle, Suite 60  
Las Vegas, NV 89134

By: 

Michael R. Brooks  
Attorneys for Defendant  
MTC FINANCIAL INC. dba TRUSTEE  
CORPS

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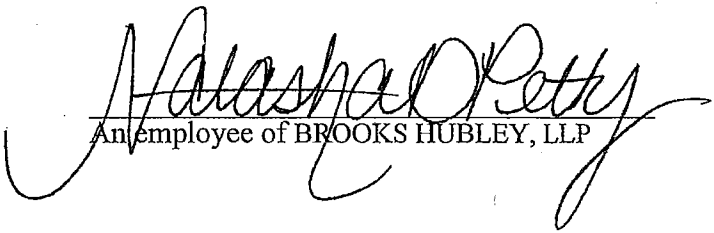
**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of BROOKS HUBLEY, LLP, and that on February 24, 2017, that a true copy of the **DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS' CROSS-MOTION 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** was E-Served, e-mailed and/or by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Las Vegas, addressed to:

- Bryan Cave, LLP – Jessica R. Maziarz, Julie Martin, Kathryn Brown, Lawrence G. Scarborough, Lisa Kirkeby, Mary Ann Vila, and Sarah Burwick
- Christopher Legal Group - Shawn Christopher, Esq.
- Law Office of Nicholas A. Boylan, APC – Nicholas A. Boylan, Esq., Marina Vaisman
- McCarthy & Holthus - Kristin A. Schuler-Hintz, Esq., Thomas N. Beckom, Esq.
- Smith Larsen & Wixom – Elise Fossum, Katie Weber, and Kent F. Larsen, Esq.
- Tiffany & Bosco, P.A. - Gregory L. Wilde, Esq., Kevin S. Soderstrom, Esq.

Via U.S. Mail to:

Antoinette Gill  
4754 Deer Forest  
Las Vegas, NV 89139  
PRO SE

  
An employee of BROOKS HUBLEY, LLP

# EXHIBIT A

DISTRICT COURT  
CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident; )  
CAMILLO 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 )  
GILLE, a Nevada resident, )  
JESSE HENNIGAN, a Nevada resident, )  
KIM MOORE, a Nevada resident, )  
THOMAS MOORE, a Nevada resident; )  
SUS KALLEN, a Nevada resident; )  
ROBERT MANDARICH, a Nevada resident; )  
JAMES ICO, a Nevada resident and )  
PATRICIA TAGLIAMONTE, a Nevada resident )  
Plaintiff, )  
vs. ) Case No. A-11-649857-C  
QUALITY LOAN SERVICE CORPORATION, a )  
California Corporation; )  
/// )

VIDEO DEPOSITION OF RAYMOND SANSOTA,  
taken at 2520 Saint Rose Parkway, Suite 316,  
Henderson, Nevada 89074, beginning at 10:26 A.M.  
and ending at 12:44 P.M. on Thursday, November 17, 2016

Reported by:  
Sarah Padilla, CCR NO. 929  
Job No. 2479160A  
Pages 1 - 86

1     ///  
2     APPLETON PROPERTIES, LLC, a  
3     Nevada Limited Liability Company;  
4     MTC FINANCIAL, INC. dba TRUSTEE  
5     CORPS, a California Corporation  
6     MERIDIAN FORECLOSURE SERVICE,  
7     a California and Nevada Corporation  
8     dba MTDS, Inc., dba MERIDIAN TRUST  
9     DEED SERVICE; NATION DEFAULT  
10    SERVICING CORPORATION, an Arizona  
11    Corporation; CALIFORNIA RECONVEYANCE  
12    COMPANY, a California Corporation;  
13    and DOES 1 through 100, inclusive,  
14  
15                   Defendants.

17                   -ooo-

1 other than Exhibit 2? Is that your testimony?

2 A I think now only through a document like  
3 this that we know -- we realize, you know, it was  
4 taken -- the house was taken away.

5 MR. BOYLAN: Question, please.

6 MR. CERAN: There is a question.

7 MR. BOYLAN: He answered it.

8 MR. CERAN: I don't think so.

9 MR. BOYLAN: What was the question and  
10 answer?

11 MR. CERAN: Read the answer, please.

12 (Record read.)

13 MR. CERAN: Can you read that again and a  
14 little more loudly now that you know what it is,  
15 because it didn't make sense to me.

16 (Record read.)

17 MR. CERAN: Thank you. It wasn't your  
18 reading.

19 BY MR. CERAN:

20 Q So do you remember when you found out that  
21 your house was being foreclosed on?

22 A It was years after, way after we left.

23 Q And did you and your wife ever discuss  
24 that your house was being foreclosed on?

25 A Yes.

1 Q And do you remember when you and her --  
2 when you and she first had a conversation about  
3 that?

4 A I believe after we -- I believe after we  
5 already were in Ohio 20 -- 2011.

6 Q Okay. So did you learn at some point that  
7 your house was going to be sold at foreclosure?

8 A No.

9 Q When did you learn -- at some point did  
10 you learn that your house had in fact been sold?

11 A No, not really. We didn't know that at  
12 all.

13 Q So to this day you don't have any  
14 understanding that your -- the property that you  
15 were living in has been sold at a foreclosure sale;  
16 is that correct?

17 A We found out later through our lawyers  
18 that it was eventually --

19 Q I don't want you -- I just want to caution  
20 you, I want don't want you to tell me about any  
21 confidential communications, you know, with your  
22 lawyers. So I guess my question is when did -- I am  
23 asking for a date. I am not asking about what your  
24 lawyers told you.

25 When did you learn that your property had

1 been sold at a foreclosure sale?

2 A Just -- well, I would say several months  
3 ago.

4 Q Okay. What do you remember about the  
5 foreclosure process?

6 A Foreclosure --

7 MR. BOYLAN: Foundation. Speculation.  
8 Vague as to foreclosure process. Can you explain or  
9 lay a foundation for that, please, Counsel?

10 BY MR. CERAN .

11 Q Sure.

12 You understand that at a certain point  
13 your -- you were told that your -- you were in  
14 default under your obligations under your first  
15 mortgage; right?

16 A Yes.

17 Q Okay. And from that point on until the  
18 time a few months ago when you learned that your  
19 house had been sold, do you remember anything about  
20 what happened during that foreclosure process?

21 A No, I don't.

22 Q Okay.

23 A No, I don't know what went on.

24 Q Okay. Well, do you know -- do you know  
25 who Trustee Corp. is or what Trustee Corp. is?

1 talking about all day.

2 A No.

3 Q Oh, you had already left?

4 A Yes.

5 Q Okay. So I want to go back to Exhibit 2,  
6 which you don't have to look at it really.

7 A Oh, yes.

8 Q Because you said you never saw it before.  
9 But it indicates it was recorded in late July of  
10 2010. Is it possible that you had already moved out  
11 of the property by late July, by July 28th of 2010?

12 MR. BOYLAN: Speculation. Also question  
13 lacks foundation.

14 BY MR. CERAN:

15 Q Let me rephrase it.

16 Do you remember whether you had moved out  
17 of the property by July 28 of 2010?

18 MR. BOYLAN: Asked and answered as to move  
19 out date, several times.

20 THE WITNESS: What's that again? The move  
21 out date or what?

22 BY MR. CERAN:

23 Q No. My question is do you remember  
24 whether you moved out of the property by July 28,  
25 2010?



1 A Yes.

2 Q And did you?

3 A Yes.

4 Q Okay. Thank you.

5 So when you left for Ohio in 2010, did you  
6 have any understanding as to what was going to  
7 happen to your property?

8 A We knew it is going to be taken back.

9 Q Okay.

10 A Taken back by the company, yes.

11 Q Is that because you would stop making  
12 payments?

13 A Well, we didn't want to get behind on our  
14 payments and lose the house. Eventually it happened  
15 anyhow.

16 Q Well, why did you stop making payments?

17 A Because they said in order to get  
18 refinanced we would have to be behind on our  
19 payments, in order to -- instead of foreclosing on  
20 that house, they would want to renegotiate with a  
21 lower mortgage rate in order to keep the house,  
22 lower house payments.

23 Q Well, we went over those conversations  
24 already. And correct me if I am wrong, but you  
25 don't remember any particular conversation with

1 anybody at a lender about refinancing; isn't that  
2 right?

3 MR. BOYLAN: Foundation.  
4 Mischaracterization. Lacks foundation.

5 THE WITNESS: My wife, Francine, does all  
6 the negotiations with the finances. I hear  
7 secondhand.

8 BY MR. CERAN:

9 Q Right. I was just talking about your  
10 personal participation in that was something that --  
11 well, strike that.

12 So when you -- before you left town, did  
13 you have any conversations with your lender, the  
14 holder -- the company that held your first mortgage?

15 A I don't know. You'd have to refer to  
16 Francine. I don't know about that.

17 Q Okay. How many months delinquent were you  
18 when you left town?

19 A I believe three or four, three or four  
20 payments. Because at that time, after I lost my  
21 job, I had another job at Binions and I was making  
22 about half the amount of money, half, so it was  
23 difficult to keep up. And at that time we were  
24 distraught over our son because he was in trouble  
25 and in jail for a while. So it was not easy for us

1 that we have to be behind on payments, we will do it  
2 in order to get refinanced at a lower interest rate.  
3 Because we didn't want to lose the house. So that's  
4 what we did, we said, "Okay. We will try it."  
5 Because our friend did the same thing. They said,  
6 "Well, You can't get refinanced unless you get  
7 behind on your payments." But they said, "Don't go  
8 too far or they will take the house off of you or  
9 foreclosure."

10 Q What was the problem with your son that he  
11 was having?

12 A He got hooked on drugs. Athlete, got  
13 hurt, football, operation, Oxycontin, escalated,  
14 heroin, jail, prison, Las Vegas jail, Henderson  
15 jail, back to prison, hooked on heroin, and he  
16 went -- moved back home with us in Ohio, try to get  
17 rehab, and then the overdose in 2014.

18 Q I'm sorry.

19 FRANCINE SANSOTA: He was our only son.  
20 And this brings everything back. I'm sorry.

21 MR. CERAN: I'm sorry, too.

22 BY MR. CERAN:

23 Q So did you ever receive any letters from  
24 MTC?

25 A No.

1 Q Do you want to take a break?

2 A No.

3 FRANCINE SANSOTA: No. I'm fine. We did  
4 everything to save the house. We wanted to save our  
5 house. We didn't get assistance, so we had to  
6 leave.

7 MR. BOYLAN: Yeah, let's go off for a  
8 minute.

9 THE VIDEOGRAPHER: We are now going off  
10 the record. The time is approximately 11:54 A.M.

11 (A short recess was taken.)

12 THE VIDEOGRAPHER: We are now back on the  
13 record. The time is approximately 11:56 A.M.

14 BY MR. CERAN:

15 Q I may have just asked you this, but I  
16 don't remember if I got an answer. Did you receive  
17 any letters from MTC?

18 A No.

19 Q Did you receive any e-mails from MTC?

20 A No, because we don't do that much e-mail.

21 Q Did you ever have any face-to-face  
22 meetings, any in-person meetings with anyone from  
23 MTC?

24 A No.

25 Q When -- strike that.

1 BY MR. CERAN:

2 Q Okay. Did it matter to you at the time  
3 that your house was being foreclosure upon whether  
4 or not MTC had a debt collector's license?

5 A At that time I didn't know they had a  
6 license at all. I didn't know. I didn't know their  
7 background or what all the details like a lawyer  
8 does. I don't remember about that.

9 Q Yeah. When did you learn that they didn't  
10 have a debt collector's license?

11 A Just recently, very recently.

12 Q Meaning in months?

13 MR. BOYLAN: Again, you can't disclose  
14 context of communications. Let's say your first  
15 conversation with Sean, you can't disclose that.

16 MR. CERAN: Hold on. Hold on, Counsel.  
17 You are coaching. I am not asking for that. I  
18 asked him when. That is all I asked him for.

19 MR. BOYLAN: Okay. Don't interrupt me.  
20 Okay. There is privilege issues here. We are  
21 entitled to take a break. Okay? Because we are not  
22 going to have communications with counsel exposed.

23 MR. CERAN: I am not asking for them. I  
24 am asking for when. And you are coaching the  
25 witness as to how to answer the question.

1 MR. BOYLAN: That's not true.

2 MR. CERAN: We are going to talk to the  
3 commissioner about it.

4 MR. BOYLAN: You want to call her right  
5 now?

6 MR. CERAN: I would hesitate to --

7 MR. BOYLAN: We can do that.

8 MR. CERAN: Does it really raise to that  
9 level? I mean, can't you just stop it?

10 MR. BOYLAN: You have seen the way he  
11 testifies. Okay? And he has given more information  
12 than called for a thousand times. So I have  
13 legitimate concerns that he is going to answer more  
14 than when. Okay?

15 MR. CERAN: Okay. Now -- I think he  
16 understands by now that we have both been talking  
17 about it that all I am asking for is a date. And he  
18 said it was recently. And all I am asking for is  
19 what month. You know, how does that translate in  
20 terms of months? I am not even near any  
21 attorney-client privilege issues.

22 MR. BOYLAN: What is your question?

23 BY MR. CERAN:

24 Q The question was when did you learn that  
25 MTC did not have a debt collector's license? And

1 you had answered me already. You said recently.  
2 And I am trying to pinpoint that down. What does  
3 recently mean? How many months? How many weeks?

4 A I would say the last month.

5 Q Okay. Did you ever receive any writing  
6 from MTC that indicated on its face that MTC was a  
7 debt collector?

8 MR. BOYLAN: It's vague.

9 MR. CERAN: I'm sorry?

10 MR. BOYLAN: Vague.

11 BY MR. CERAN:

12 Q Oh, okay.

13 You can answer. You can answer that  
14 question.

15 A I don't know.

16 Q Did you ever receive any kind of  
17 communication from MTC in which it gave you wire  
18 instructions on how to wire money?

19 A No. I don't believe so, no.

20 Q Did you ever receive a notice from MTC  
21 that said in words or substance, "This is an attempt  
22 to collect a debt and any information obtained will  
23 be used for that purpose"?

24 A I believe -- I believe we found that out  
25 afterwards through the lawyers found that after,

1     yeah, after the fact.

2           Q     But you never received any such document  
3     from MTC, did you?

4           A     I don't believe so, no. Unless -- yeah.  
5     No, I don't believe so.

6           Q     Mr. Sansota, were you ever deceived by  
7     anything that MTC did to you?

8                   MR. BOYLAN: Calls for a legal conclusion.  
9     It's vague.

10    BY MR. CERAN:

11           Q     You can answer.

12           A     I felt we were deceived by all of them,  
13     all that we had had any contact with that couldn't  
14     help us at all in our situation. They did not act  
15     in good faith.

16           Q     Well, let's just limit your answer now to  
17     MTC. Because I am not interested -- I don't  
18     represent those other entities.

19                   What did MTC do to deceive you?

20                   MR. BOYLAN: Calls for a legal conclusion.  
21     Lacks foundation of definition of deceit, whether  
22     statutory or otherwise. Calls for legal contentions  
23     by a lay witness. Object on all those grounds.

24    BY MR. CERAN:

25           Q     You can answer.



1 Q If what didn't happen?

2 A All the stuff with the house.

3 Q What stuff are you referring to

4 specifically?

5 A We had to move out and leave the property,

6 that's what.

7 Q Did MTC do anything to interfere with your

8 ability to pay your first mortgage?

9 A No.

10 Q Have you now told me about all of the

11 money damages that you believe you have suffered by

12 reason of what MTC did?

13 MR. BOYLAN: Calls for legal contentions.

14 Vague and overbroad. Violates Rifkind contention.

15 Interrogatory, not a deposition question to a lay

16 witness as phrased. Vague as to the word damages

17 for a lay witness.

18 BY MR. CERAN:

19 Q You can answer. Do you want to hear it

20 again?

21 A No. I told you all the damages, all the

22 damages what occurred.

23 Q Okay.

24 A I can't make nothing else up.

25 Q Yeah. I just want to make sure you have

1 I, Raymond Sansota, witness herein, do hereby  
2 certify and declare under penalty of perjury the within  
3 and foregoing transcription to be my deposition in said  
4 action; that I have read, corrected and do hereby affix  
5 my signature to said deposition.  
6  
7  
8  
9  
10

11 \_\_\_\_\_  
12 Raymond Sansota

13 Witness

\_\_\_\_\_  
Date

1 STATE OF NEVADA)

) Ss

2 COUNTY OF CLARK )

3  
4 I, Sarah Padilla, a duly commissioned and  
5 licensed court reporter, Clark County, State of Nevada,  
6 do hereby certify: That I reported the taking of the  
7 deposition of the witness, Raymond Sansota, commencing  
8 on Thursday, November 17, 2016, at 10:26 A.M.; That  
9 prior to being examined, the witness was, by me, duly  
10 sworn to testify to the truth; That thereafter I  
11 transcribed my shorthand notes into typewriting and  
12 that the typewritten transcript of said deposition is a  
13 complete, true, and accurate record of said shorthand  
14 notes. I further certify that I am not a relative  
15 or employee of any attorney or counsel of any of the  
16 parties nor a relative or employee of an attorney or  
17 counsel involved in said action, nor a person  
18 financially interested in the action; that a request  
19 [x] has [] has not been made to review the transcript.

20  
21  
22  
23  
24 IN WITNESS WHEREOF, I have hereunto set my  
25 hand in the County of Clark, State of Nevada, this 22nd  
day of December.

<%signature%>

SARAH PADILLA, CCR 929

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