

Case No. 82078

IN THE SUPREME COURT OF NEVADA

SFR INVESTMENTS POOL 1, LLC, A
NEVADA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

NATIONSTAR MORTGAGE, LLC, A
DELAWARE LIMITED LIABILITY
COMPANY,

Respondent.

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Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable MARY KAY HOLTHUS, District Judge
District Court Case No. A-13-684715-C

JOINT APPENDIX VOLUME 7

Respectfully submitted by:

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(c) Document retention requirements

The Servicer must retain all information submitted by a firm in support of the firm's application and all information otherwise gathered by the Servicer regarding the firm. The Servicer must maintain any information relating to firms that are selected and retained by the Servicer for as long as the firm is providing legal services with respect to Freddie Mac-owned or guaranteed Mortgages and, thereafter, for the longer of any retention period applicable to the Servicer or seven years. The Servicer must maintain any information relating to firms that are not selected and retained by the Servicer for the longer of any retention period applicable to the Servicer or seven years.

Freddie Mac Single Family/Single-Family Seller/Servicer Guide/Single-Family Seller/Servicer Guide/Servicing/Series 9000: Servicing Default Management/Topic 9500: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/Chapter 9501: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.3: Firm Minimum Requirements (06/29/16)

9501.3: Firm Minimum Requirements (06/29/16)

The Servicer must ensure that all firms selected and retained to handle Freddie Mac Default Legal Matters meet the firm minimum requirements specified in this section ("Firm Minimum Requirements"), and all other applicable Freddie Mac requirements. The Firm Minimum Requirements are as follows:

(a) Firm practice

The firm's practice areas must include end-to-end default-related legal services: foreclosure, bankruptcy, loss mitigation (e.g., deeds-in-lieu of foreclosure), default-related litigation and REO-related legal services: eviction, REO closing and related litigation.

The firm must:

- Be familiar with industry standards in the State in which it practices
- Understand the State legal processes and requirements in default-related and REO-related legal services; and
- Understand the substantive legal issues in the State (e.g., standing)

Additionally, the Servicer must consider firm experience in the following areas: foreclosure mediation, the Fair Debt Collection Practices Act, title curative issues, and general housing-related issues (e.g., rent control, Section 8, lead paint liability, health code violations, foreclosure redemption, confirmation and ratification, homeowners association, mobile home matters, and cooperative loans). The firm should also have some experience with delegation for loss mitigation.

The Servicer must also consider the firm's membership in default-related and REO-related trade and industry groups, attendance or participation in State bar associations, seminar and lecture participation and attendance, and any other activities relevant to default-related and REO-related law practice.

(b) Presence in State

Firms generally must have a staffed office in the State in which the firm is retained for Freddie Mac Default Legal Matters.

In addition:

- The legal work must be performed by the attorneys licensed in the State where the Mortgaged Premises is located
- The firm must be registered, as necessary, with appropriate State authorities
- For the States in which an appropriately staffed office is required, the firm must disclose to the Servicer the extent, if any, to which work will be performed by an office of the firm in another State
- The Servicer must require the firm to disclose to the Servicer where the staff handling the work in the particular State is located, and to whom the staff in that office regularly reports; and
- The Servicer must obtain office addresses for each firm it seeks to retain

1. Judicial foreclosure States

In judicial foreclosure States, the firm must have an appropriately staffed office in the State in which the firm is retained for Freddie Mac Default Legal Matters.

2. Non-Judicial foreclosure States

In non-judicial foreclosure States, a firm must have an appropriately staffed office located in the State in which the firm is retained, except in the following non-judicial foreclosure States: Alaska, District of Columbia, Idaho, New Hampshire, Rhode Island, Montana, West Virginia and Wyoming. In those States, Servicers should give preference to firms that have staffed offices in those States. However, out-of-State firms may be used to handle Freddie Mac Default Legal Matters, provided that the firm is located in the same region of the country and is able to demonstrate that it has policies, procedures and processes in place to handle cases from out of State.

Servicers may use firms outside of Puerto Rico, the U.S. Virgin Islands and Guam to handle foreclosure and bankruptcy matters in those States. Servicers should give preference to firms that have staffed offices in the State, but out-of-State firms may be used, provided that they are able to demonstrate that they have policies, procedures and processes in place to handle cases from outside the State.

If a Servicer has difficulty finding a sufficient number of firms with appropriately staffed offices in States other than those listed in the exceptions above, the Servicer may contact Freddie Mac to request an exception to the requirement that a firm have an appropriately staffed office located in the State. Requests should be sent to Freddie Mac (**see Directory 1**).

(c) State-specific industry references

The Servicer must obtain from the firm at least two State-specific mortgage servicers or default-related references, or if the firm has been in existence less than one year, the partners or shareholders of the firm must provide at least two Servicer or default-related references in connection with work performed in the particular State.

(d) Statewide coverage and use of local counsel

The Servicer must ensure that the firm has the ability to cover foreclosure, bankruptcy, eviction, REO closing matters and default-related litigation throughout the State.

If the firm has partnerships or relationships with third parties (e.g., local counsel, trustee companies or title companies) that will perform or complete some aspect of the default-related and REO-related work, the Servicer must require the firm to: (i) obtain disclosure from the firm regarding such relationships and the extent to which third parties will be relied upon and (ii) determine whether the firm has a reasonable contingency plan for the loss of any of those relationships or operational processes. In evaluating any such third-party relationship, the Servicer must consider the length of time the relationship has existed and the adequacy of the firm's written policies to mitigate third-party risk.

If a firm uses local counsel to handle matters within the State, the Servicer must ensure that the firm has a process to select, manage, and review the local counsel and their work product. The process must be designed to ensure that local attorneys are qualified and adequately trained and have a satisfactory history with respect to bar complaints, sanctions and similar matters.

For a firm's contested caseload (e.g., contested foreclosures and litigated cases), the firm's reliance on local counsel must be minimal. Any use of local counsel for these matters must be structured so that the retained firm will direct and manage the local counsel on those matters.

(e) Prior volume experience

Servicers must confirm the firm and/or managing attorney(s) has completed a sufficient number of foreclosure, bankruptcy, loss mitigation, eviction and REO matters within the past 24 months to demonstrate that the firm has experience in representing creditors in default-related matters.

For the 24-month period, the Servicer must review the total number of matters referred, the total number of matters completed and the number of matters currently pending for each of the following areas: foreclosure, bankruptcy, loss mitigation, eviction and REO closing.

What constitutes a sufficient number of completed default-related and REO-related legal services will vary depending upon the State at issue, the volume the Servicer expects to refer to the firm, and the relative size of the firm. Servicers must consider these factors when making this determination.

(f) Firm has adequate, relevant State-specific experience

The Servicer must confirm that the firm has one or more managing attorney(s) or partner(s) with no less than 8 years of relevant, State-specific experience in foreclosure (including where applicable, confirmation, redemption and ratification matters), bankruptcy, loss mitigation, eviction, and REO closings and litigation. Servicers may make exceptions to this requirement for documented reasons in the event a firm is otherwise qualified.

The Servicer must obtain the names and the years of experience in each area (foreclosure, bankruptcy, eviction, REO closings and related litigation) for the firm's managing attorney(s) or partner(s) and associates.

If the principals or partners of the firm are not actively involved in the management of the firm, the Servicer must consider the level of experience of those actively involved in managing the firm.

(g) One or more of the firm's lead attorneys has adequate, relevant litigation experience in the State

The Servicer must determine whether the firm has at least one lead attorney to handle Freddie Mac Default Legal Matters with a minimum of five years of experience in default-related and REO-related litigation in the State. The firm's partner(s) or managing attorney(s) may act as the lead attorney for Freddie Mac Default Legal Matters. If the firm will utilize staff attorneys for Freddie Mac Default Legal Matters, one or more staff attorneys must have at least three years of experience in handling default-related and REO-related litigation in the State.

(h) Attorney licensing

The Servicer must confirm that the firm's attorneys who will handle Freddie Mac Default Legal Matters are licensed to practice, and in good standing, in the State in which the firm is being retained. Legal work must be performed by attorneys licensed in the State.

(i) Staff experience

The Servicer must determine whether the firm's non-attorney staff has reasonable experience. In determining what constitutes reasonable experience, the Servicer must consider the average years of experience, education, qualifications and demonstrated ability of the non-attorney staff in relation to their respective levels of responsibility.

(j) Staff oversight

The Servicer must confirm that the firm has appropriate attorney-to-staff ratios to ensure appropriate staff oversight given the size of the firm and the firm's operational structure. The Servicer must consider whether the firm practices in a judicial or a non-judicial State, the firm's case management practices, the State-specific process, attorney and staff experience, firm technology and firm infrastructure.

(k) File oversight

The Servicer must confirm that the firm has appropriate (i) attorney-to-file and (ii) staff-to-file ratios, given the size of the firm and the firm's operational structure. The Servicer must take into consideration whether the firm practices in a judicial or a non-judicial foreclosure State, the firm's case management practices, the State-specific processes, attorney and staff experience, firm technology and firm infrastructure.

(l) Firm capacity

As of the date of the submission of the Servicer Selection Form via **<https://freddiemacsats.com>**, the Servicer must confirm that the firm has the ability to accept additional referrals. Additionally, the Servicer must confirm that the firm is not operating at full capacity, given the existing facilities, personnel, and technology or, alternatively, the firm must outline to the Servicer's satisfaction the steps and time frame necessary to be in a position to handle additional referrals while still maintaining appropriate firm-to-file and staff-to-file ratios. The Servicer must confirm that the firm has contingency plans to deal with a contraction in the market.

(m) Ethics and professional standards

The firm must demonstrate a history of legal practice that comports with applicable legal and ethical standards, reflecting high professional standards. The Servicer must conclude that the firm does not, in the totality of the circumstances, pose a legal and/or reputational risk or exhibit systematic issues that may lead to reputational and/or legal risk to Freddie Mac.

The Servicer must obtain the following information from the firm in order to evaluate the sufficiency of the firm's professional standards:

- Any sanctions against the firm or any of its present or former attorneys in the past five years, including the nature of the sanctions and if they relate to a loan-level matter or systemic firm practice, and if related to firm practice, any corrective actions taken by the firm
- Any bar complaints/reprimands against present and former firm attorneys in the past ten years and whether the complaints were closed, pending or resulted in some form of adverse action
- Any government investigations involving firm practices in the past ten years and whether the investigations involved firm practices or are related to client investigations
- Any damages or settlement of claims as a result of an allegation of professional negligence against the firm or its attorneys in the past five years (i) in excess of \$20,000 in any single occurrence, \$50,000 in the aggregate, or (ii) reflect a possible pattern of professional negligence, regardless of amount; and
- Any significant litigation asserting systemic issues with firm processes or legal work, such as any class action lawsuit against the firm

If the Servicer is aware of any of the above items that involve the firm's professional standards but which were not disclosed by the firm, the Servicer must disclose them to Freddie Mac in the Servicer Selection Form.

The Servicer must obtain a disclosure from the firm regarding whether the firm (or any of its partners, shareholders, or employees while acting as a partner, shareholder, or principal at another firm) has been previously terminated by Freddie Mac or Fannie Mae or had referrals suspended by Freddie Mac or Fannie Mae.

The Servicer must obtain a certification from the firm that, to the best of the firm's knowledge, the firm's documents have been and continue to be prepared, executed and/or notarized in compliance with applicable law. If the firm reports that the firm, its attorneys, notaries or third-parties that the firm relies on to perform any aspect of default-related or REO-related services have previously prepared, executed or notarized documents that have not been in compliance with applicable law, the Servicer must conclude that the firm has instituted controls, procedures, and processes to address the contributing cause(s) of the firm's failure to comply with applicable law in order to execute the Servicer Selection Form.

Freddie Mac expects Servicers to exercise sound judgment and consider the totality of the circumstances in evaluating the potential legal and reputational risks posed by a firm to Freddie Mac. The items for consideration outlined above are not intended to be exhaustive or to disqualify a firm from retention if the Servicer concludes that the firm is acceptable considering the totality of the circumstances.

(n) Timelines

The Servicer must review the firm's completion timelines, and confirm that the firm is able to track, monitor and complete foreclosure and bankruptcy matters in compliance with applicable law and Freddie Mac timeline requirements, taking into consideration outside factors that impact compliance with Freddie Mac timelines such as new foreclosure requirements and court delays.

(o) Information privacy

The firm must maintain physical, technical and procedural controls and effective information security and data management to:

- Ensure the security and confidentiality of personally identifiable information (PII) and confidential information, whether in paper, electronic or other form
- Protect against any threats or hazards to the security or integrity of such information; and
- Protect against unauthorized access to or use of such information

The firm must implement controls meeting or exceeding industry standards, including, as applicable, standards promulgated by the International Office for Standardization (ISO) or National Institute for Standards and Technology (NIST). The firm must ensure that PII that is stored on the firm's systems and workstations is encrypted at rest at all times. The firm must have secured storage for promissory notes and other original documents to prevent theft and to ensure protection against fire, flood or other damage. The firm may not perform, outsource, or send to any affiliate outside of the United States or its territories, any legal work on Freddie Mac-owned or guaranteed Mortgages, including any storage of Freddie Mac data. The firm may not send any PII underlying Freddie Mac-owned or guaranteed Mortgages, outside the United States. The firm must have written policies, procedures, and processes in place by the date of the submission of the Servicer Selection Form, related to protection of PII and fraud prevention, including policies, procedures and processes related to: background checks of all employees; protection of PII; fraud prevention and identification; and incident response and notification protocols for data breaches and other security incidents. The Servicer must review and confirm that the firm meets these requirements for information security, data management, protection of PII and fraud prevention.

(p) Daily reporting to Freddie Mac

The Servicer must confirm that the firm has the capability to provide daily reporting to Freddie Mac of key metrics (i.e., volume, milestones, delays, loss mitigation successes, litigation detail, etc.) [via the Attorney Data Reporting \(ADR\) System, a Servicing Tool](#), pursuant to Section 9501.10. The Servicer must also ensure that the firm has staff responsible for reporting data directly to Freddie Mac [using ADR](#).

(q) Technology

The Servicer must confirm that the firm has adequate technology in place or technological capabilities to provide reporting, communication and tracking of key events and milestones, including access to PACER/ECF or other similar systems to obtain case and docket information from federal appellate, district and bankruptcy court records.

Additionally, the Servicer must confirm that the firm is able to provide status reports and track significant dates and events for foreclosure, bankruptcy, evictions and REO closings and has the capability to measure the duration between various process stages, to identify process impediments (e.g., holds) and to parse holds into different categories.

If a firm is multi-jurisdictional or has partnerships or relationships with third parties (e.g., local counsel, trustee companies or title companies) that will perform or complete some aspect of the default-related or REO-related work or if the firm relies on other offices to perform some aspect of the work or provide operational support, the Servicer must confirm that the firm maintains a reliable and secure means of exchanging matter information between each office and any third party the firm relies upon.

The Servicer must require the firm to describe whether the firm currently uses a universal translation technology to communicate information between their technological system and the various Servicers' systems, or explain its method for transmitting information efficiently, accurately and securely to Servicers.

(r) Technology staffing

The Servicer must confirm that the firm has adequate in-house technical expertise or readily available vendor support to ensure compliance with Freddie Mac's automated reporting requirements.

(s) Insurance requirements

The Servicer must confirm that the firm has an appropriate level of malpractice and errors and omissions insurance coverage in place or be able to obtain an appropriate amount of insurance by the date of the submission of the Servicer Selection Form. The appropriate level of insurance coverage will depend upon the total number of Freddie Mac and Fannie Mae files the firm is managing or expects to manage when being evaluated by the Servicer. The firm must have the ability to obtain the appropriate amount of insurance coverage under the new requirements as follows:

- Tier I, volume of 0-4, 499 foreclosure matters, coverage of not less than \$1 million per occurrence with an aggregate of not less than \$3 million
- Tier II, volume of 4, 500-19, 999 foreclosure matters, coverage of not less than \$5 million per occurrence with an aggregate of not less than \$5 million; and
- Tier III, volume of 20,000 or more foreclosure matters, coverage of not less than \$8 million per occurrence with an aggregate of not less than \$8 million

The required level of insurance is determined by the higher of the Freddie Mac or Fannie Mae pending foreclosure volume. By way of example, if a firm had 2,000 Freddie Mac foreclosure matters and 4, 501 Fannie Mae foreclosure matters, the firm would fall within Tier II and the required coverage would be not less than \$5 million per occurrence with an aggregate of not less than \$5 million. Beginning in 2014, Servicers must conduct an updated coverage analysis annually, with the appropriate level of insurance to be determined by the number of matters being handled as of June 1 of each year. When an annual review reveals a need to increase a firm's coverage, firms will have until December 31 of each year to obtain any required increased coverage. Servicers may grant firms additional time to obtain increased coverage if necessary to reach the routine renewal date for the firm's policy, but may not grant extensions beyond June 1 of the following year.

(t) Financial resources

The Servicer must confirm that the firm has adequate financial resources and the financial ability to make required advances in connection with filing fees and costs necessary to process default-related and REO-related matters.

The Servicer must review the firm's financial statements and/or other firm financial documents in order to confirm that the firm has sufficient reserves or credit lines to manage operating expenses.

(u) Business continuity

The Servicer must confirm that the firm has business continuity and/or disaster recovery plans in place to recover critical business functions. The firm must have a documented succession/continuity plan in the event of loss of the firm owners/partners.

(v) Quality control

The Servicer must confirm that the firm has written policies, procedures and/or processes in place by the date of the submission of the Servicer Selection Form, to ensure the proper management and supervision of staff and the proper preparation, review, execution and notarization of default-related documents and REO-related documents. The Servicer must also confirm the firm has an escalation process for employees to raise document execution and other quality control issues to firm management.

The Servicer must obtain documentation and information related to the firm's process for ensuring compliance with its policies, procedures, processes and training, such as an internal compliance program and/or quality control reviews.

(w) Employee training

The Servicer must confirm that the firm has written policies for employee training, including privacy training. When determining whether a firm's employee training is adequate, the Servicer must review the frequency of training, the presence of policies and procedures and firm handbooks, manuals and job aids.

(x) Adverse matters

No substantial part of the firm's practice can include matters that are adverse to financial institutions, including Freddie Mac or Fannie Mae. Adverse matters to financial institutions include:

- Homeowners or condominium association foreclosures
- Consumer debtor or mortgagor representation
- Bankruptcy trustee representation; or
- Any other client(s) that may create a potential conflict of interest

(y) Conflicts of interest

Attorneys must not be affected by a conflict of interest or a potential conflict of interest when handling Freddie Mac Default Legal Matters. The Servicer must retain the most qualified attorneys in compliance with Freddie Mac requirements to assist with processing Freddie Mac Default Legal Matters without regard to arrangements that could provide a financial or personal benefit directly or indirectly to the Servicer, its employees, outsource companies or third party vendors utilized by the Servicer to assist in Servicing defaulted Mortgages.

On the Servicer Selection Form, the Servicer must disclose to Freddie Mac any current, past (within the last five years), or pending personal and/or financial relationships between (i) the Servicer and the firm, including its partners and shareholders (as applicable) and (ii) the firm, including its partners and shareholders (as applicable), and any outsourcing company or other third-party vendor utilized by the Servicer to assist in Servicing defaulted Mortgages.

(z) Disclosure of third-party service providers

The Servicer must require the firm to disclose the identity of, and relationship with, any entities the firm relies upon to provide third-party support functions performed on the Servicer's behalf, including, but not limited to, title searches, title insurance, posting, publication, and process services.

The Servicer must also require the firm to disclose whether the firm has a process to select and regularly review costs and performance of vendors of related sources to ensure competitive pricing and high quality.

(aa) Referrals

The Servicer is responsible for ensuring that the firm complies with Freddie Mac requirements and applicable laws regarding referrals and payment of related fees and benefits, as further described in Sections 9501.7 and 9501.8.

The Servicer must not require the firm to use vendors, outsource companies or other third-parties specified by the Servicer as a condition of receiving a referral of a Freddie Mac Default Legal Matter.

(bb) Diversity data

The Servicer must confirm that the firm has the capability to report diversity data to the Servicer and Freddie Mac, if necessary.

Related Guide Bulletins	Issue Date
Bulletin 2016-12	June 29, 2016

Freddie Mac Single Family/Single-Family Seller/Servicer Guide/Single-Family Seller/Servicer Guide/Servicing/Series 9000: Servicing Default Management/Topic 9500: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/Chapter 9501: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.4: Selection of firm (03/02/16)

9501.4: Selection of firm (03/02/16)

(a) Servicer selects firm

If the Servicer determines that a firm meets the Firm Minimum Requirements specified in Section 9501.3 and all other Guide requirements, then the Servicer must complete and submit a Servicer Selection Form to Freddie Mac, via

<https://freddiemacsats.com> and receive Freddie Mac's "no objection"

determination before entering into an agreement with a firm to handle Freddie Mac Default Legal Matters. If Freddie Mac requests additional information from the Servicer as part of this process, the Servicer must provide the requested information within the time frame requested by Freddie Mac. Servicers may not rely upon a previous submission of a Servicer Selection Form with respect to a firm by another Servicer that received a "no objection" determination. Each Servicer must conduct its own due diligence, submit a Servicer Selection Form and receive a "no objection" determination for each firm that the Servicer wishes to retain to handle Freddie Mac Default Legal Matters.

If a firm practices in multiple States, the Servicer must submit a Servicer Selection Form for each State office for which the Servicer wishes to retain the firm.

Servicer Attorney Tracking System (SATS) registration

Servicers must use the Servicer Attorney Tracking System (SATS), an online process, to submit a Servicer Selection Form to Freddie Mac for each law firm selected to handle Freddie Mac Default Legal Matters. To establish access to SATS, Servicers must first register to create a user ID and password at **<https://freddiemacsats.com>**. After completing the registration process, SATS will allow users to submit the information required in the Servicer Selection Form to Freddie Mac for review. SATS will also allow Servicers to respond to Freddie Mac's requests for additional information, as necessary, and will allow Servicers to track each submission's status during the review process.

Freddie Mac will not review any Servicer Selection Form completed and submitted to any Freddie Mac e-mail address. Servicers must complete and submit the Servicer Selection Form via **<https://freddiemacsats.com>**.

(b) Freddie Mac review of Servicer Selection Form

After Freddie Mac receives the Servicer Selection Form, Freddie Mac will notify the Servicer via the Servicer's registered e-mail address with SATS whether Freddie Mac:

- Objects to the Servicer's retention of the firm to handle Freddie Mac Default Legal Matters
- Has no objection to Servicer's retention of the firm to handle Freddie Mac Default Legal Matters; or
- Needs additional information or documentation, or due diligence to be conducted before deciding whether the firm may be retained. If requested, the Servicer must provide any additional information or documentation to Freddie Mac via **<https://freddiemacsats.com>**, and must conduct any further due diligence requested by Freddie Mac within the time period stated in Freddie Mac's request.

(c) Freddie Mac's response to Servicer firm selection**(i) Freddie Mac provides a "no objection" response**

The Servicer must enter into a contract with the firm (if a contract does not already exist) as further specified in Section 9501.5, to handle Freddie Mac Default Legal Matters.

(ii) Freddie Mac provides an "objection" response

If the Servicer determines not to retain a particular firm, or if Freddie Mac objects to the retention of a particular firm, the Servicer must notify the firm that the firm cannot be hired for Freddie Mac Default Legal Matters.

(d) The Servicer decides not to retain firm

The Servicer is not obligated to inform Freddie Mac:

- If the Servicer determines that a firm does not meet the Firm Minimum Requirements; or
- If the Servicer decides not to retain a firm

(e) Diversity

Servicers are reminded that they must be aware of, and comply with, Freddie Mac's requirements in Sections 1201.10 and 1301.2 The Servicer must commit to practice the principles of equal employment opportunity and non-discrimination in all its business activities, including the retention and hiring of firms retained pursuant to this section.

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9501.5: Retention of firm (03/02/16)**(a) Servicer contract with firm**

If the Servicer has not already entered into a contract with a selected firm and Freddie Mac has provided a "no objection" determination, then the Servicer must enter into a contract with the firm. The Servicer must notify Freddie Mac when the contract has been executed by updating the Servicer Attorney Tracking System (SATS) via **<https://freddiemacsats.com>**, and must provide a copy of the contract to Freddie Mac, upon request.

(b) Freddie Mac limited retention agreement with firm

Freddie Mac will enter into a limited retention agreement that sets forth certain key retention provisions with each selected firm for each State in which the firm has received a "no objection" determination.

(c) Conflict between Servicer's contract and limited retention agreements; Servicer's respective consent

The Servicer acknowledges that the limited retention agreement recognizes and reflects a joint attorney-client relationship between the law firm, Freddie Mac and the Servicer, and the Servicer consents to such joint representation. The Servicer consents, in advance, to the selected firm's representation of Freddie Mac in any Freddie Mac Default Legal Matter that is or might be adverse to the Servicer, and further agrees that the firm can use in such representation any information the firm gained in the course of jointly representing the Servicer and Freddie Mac. In the event of any inconsistency or conflict between the terms and conditions of the Servicer's contract with the selected firm and the terms and conditions of Freddie Mac's limited retention agreement with the firm, Freddie Mac's limited retention agreement shall control.

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9501.6: Training of firms (03/02/16)

(a) Training prior to referral

The Servicer must not refer any Freddie Mac Default Legal Matters to a firm until the Servicer verifies that the firm has executed a limited retention agreement with Freddie Mac and has completed Freddie Mac's new firm training.

A firm is only required to attend Freddie Mac's new firm training once, regardless of the number of Servicers that select and retain the firm.

(b) Ongoing training

The Servicer must ensure that each firm obtains appropriate training to keep the firm apprised of updated Freddie Mac requirements. If the Servicer provides its own standard training and/or other communication materials to a firm, the Servicer must include information regarding Freddie Mac's requirements.

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9501.7: Referral of Freddie Mac Default Legal Matters to firm (03/02/16)

(a) Requirements prior to referral

Prior to referring a Freddie Mac Default Legal Matter to a firm, the Servicer must confirm that the firm is eligible to receive a referral by ensuring that:

- The firm meets the Firm Minimum Requirements, as specified in Section 9501.3
- Freddie Mac has provided a "no objection" determination, as specified in Section 9501.4
- The firm has executed a contract with the Servicer requiring the firm to comply with all applicable Freddie Mac requirements, as specified in Section 9501.5
- The firm has executed a limited retention agreement with Freddie Mac, as specified in Section 9501.5
- The firm has completed Freddie Mac training and any additional Servicer training, as specified in Section 9501.6; and
- There are no conflicts of interest with respect to the retention of the firm and referral of Freddie Mac Default Legal Matters to the firm

(b) Diversification of referrals

The Servicer must diversify its referrals of Freddie Mac Default Legal Matters to an appropriate number of firms in each State to protect the interests of Freddie Mac and to mitigate the risks related to a high concentration of Freddie Mac files. In selecting firms for referrals, the Servicer must consider firm capacity and management of staff to file ratios.

(c) Bankruptcy and foreclosure matters

The Servicer must not refer foreclosure matters directly to trustees listed on the deeds of trust.

Refer to Section 9401.10 for additional referral requirements.

(d) Providing documentation to firm

The Servicer must identify a file as a Freddie Mac Default Legal Matter when sending the file to a firm. When referring a file to a firm, the Servicer must provide all documentation required to initiate a foreclosure. If the firm requests any additional information and/or documentation at any time, the Servicer must provide such requested information and/or documents within three Business Days after receipt of the request, or within such earlier time frame if necessary to comply with timing requirements under applicable law or court orders and procedures.

For any Mortgage that the Servicer refers for foreclosure that is subsequently repurchased by the Servicer, whether voluntarily or involuntarily, the Servicer must notify foreclosure and/or bankruptcy counsel within two Business Days of the completed repurchase. (See Chapter 3602 for additional information about repurchases.)

(e) Contingency plan

All Servicers must have a contingency plan in place, either in the form of a stand-alone document or incorporated into policies and procedures, to redirect new foreclosure and bankruptcy referrals.

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**Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.8:
Prohibitions related to Freddie Mac Default Legal Matters (03/02/16)**

**9501.8: Prohibitions related to Freddie Mac Default Legal Matters
(03/02/16)**

Servicers must not require the firm to perform any foreclosure or bankruptcy-related services on any Freddie Mac Default Legal Matter without compensation.

(a) Prohibition against charging for, contracting for, or making arrangements to receive benefits for Servicing obligations

A Servicer, whether acting directly or through an affiliate, service provider, vendor or outsourcing company, must not directly or indirectly:

- Charge Freddie Mac or the firm for any foreclosure or bankruptcy-related Servicing obligations, including expenses covered by the Servicing Spread; or
- Contract or make any arrangements with the firm whereby the Servicer (or its affiliate, service provider, vendor or outsourcing company) receives, directly or indirectly, any financial or other benefits (including, but not limited to, payments, the provision of employees or free or discounted services or products) from the firm in connection with any Freddie Mac Default Legal Matter or Freddie Mac-owned or guaranteed Mortgage

Refer to Section 8103.3 for additional information on Servicing obligations.

(b) Prohibitions with respect to use of specific vendors, services and/or products

The Servicer, and not a service provider, vendor or outsourcing company assisting the Servicer in Servicing defaulted Mortgages, must select the firm to handle Freddie Mac Default Legal Matters, and Servicers must not permit service providers, vendors, outsourcing companies, or others to participate in or influence, in any way, the Servicer's referral process.

A Servicer must not, whether acting directly or through an affiliate, service provider, vendor or outsourcing company:

- Require the firm to contract with or use a particular service provider, vendor or outsourcing company, or to use, or pay for, a particular service or product
- Refuse to refer a file to the firm because the firm chooses not to contract with or use a particular service provider, vendor or outsourcing company, or chooses not to use, or pay for, a particular service or product; or
- Charge the firm for any aspect of the file referral or management process, including, but not limited to, the use of connectivity or invoice processing systems (e.g., licensing or subscription fees, "click" charges, or any other payment) in order for the firm to provide services necessary to handle Freddie Mac Default Legal Matters (e.g., to prosecute the foreclosure or bankruptcy case)

However, a Servicer may require the firm to use certain connectivity or invoice processing systems, provided that the firm is not required to pay for the use of, or access to, such systems.

Refer to Section 9501.9 for information about use of, and reimbursement for, connectivity and invoice processing systems.

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Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.9: Servicer use of connectivity and invoice processing system (03/02/16)**9501.9: Servicer use of connectivity and invoice processing system (03/02/16)**

A Servicer, whether acting directly or through any vendor, service provider or outsourcing company, may employ electronic monitoring, management, reporting or information and document delivery processes technology, referred to in this section as a "Connectivity System, " and an invoice processing system as outlined below.

(a) Connectivity System

A Servicer may employ a Connectivity System to assist with fulfilling Servicing obligations such as:

- Packaging and referring foreclosure and bankruptcy cases to the firm
- Communicating information and delivering documents between the Servicer and the firm as well as any other third parties requiring access to the Connectivity System; and
- Managing and monitoring foreclosure and bankruptcy cases

If a Servicer uses a Connectivity System:

- Freddie Mac will reimburse the Servicer for the actual cost of the connectivity fee up to the maximum expense limit specified in Section 9701.11
- The Servicer must provide the firm with use of and access to the identical Connectivity System
- The Servicer must permit, or continue to permit, the firm to integrate its own technology systems with the Connectivity System at no cost to the firm; and
- The Servicer must not pass on any Connectivity System related charges to the Borrower or the firm

(b) Invoice processing system

A Servicer may employ an invoice processing system for managing the submission and payment of invoices.

If a Servicer, whether acting directly or through a vendor or outsourcing company, processes firm invoices electronically:

- Freddie Mac will reimburse the Servicer for the actual cost of the invoicing fee up to the maximum expense limits specified in Section 9701.11; and
- The Servicer must not pass on any invoice processing related charges to the Borrower or the firm

The amounts specified in Section 9701.11 for connectivity and invoice processing systems are the maximum amounts for which a Servicer may seek reimbursement for the life of the default (i.e., the duration of the foreclosure, including any Freddie Mac Default Legal Matter such as bankruptcy).

For example, if a Servicer has already referred a Mortgage to foreclosure and it then becomes necessary to take action with respect to a bankruptcy related to such Mortgage, or if a Servicer has already referred a file for bankruptcy and foreclosure has commenced following the bankruptcy referral, the Servicer may be reimbursed only for one connectivity fee. Likewise in this scenario, if the Servicer is using an invoice processing system, then the Servicer may only seek reimbursement for one invoicing fee associated with the foreclosure and for one invoicing fee associated with the bankruptcy during the life of the default.

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9501.10: Servicer reporting on Freddie Mac Default Legal Matters (06/29/16)

The Servicer must provide reports related to firm performance, management of foreclosure and bankruptcy processes, oversight of firm compliance and performance and other related matters as required by Freddie Mac. Servicers must ensure that all firms retained for Freddie Mac Default Legal Matters report data required by Freddie Mac directly to Freddie Mac accurately and in the time frames prescribed. This includes **required daily reporting by its retained law firms, via the Attorney Data Reporting (ADR) System**, of key metrics such as:

- Milestones during the lifecycle of Freddie Mac Default Legal Matters
- Delays affecting prompt and efficient completion of the Freddie Mac Default Legal Matter
- Successful loss mitigation activities
- Litigation detail during the lifecycle of certain non-routine litigation matters
- Completion of the Freddie Mac Default Legal Matter

Key metrics generally must be reported to Freddie Mac within 24 hours of occurrence, unless otherwise prescribed in related training materials for the web-based attorney reporting system. **Servicers may obtain access to ADR, and monitor their law firms' reporting progress, by completing the ADR Servicer Access Request Form available on the Freddie Mac Default-Related Legal Services web page at http://www.freddiemac.com/singlefamily/service/default_legal_services.html**

Related Guide Bulletins	Issue Date
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Bulletin 2016-12

June 29, 2016

Freddie Mac Single Family/Single-Family Seller/Servicer Guide/Single-Family Seller/Servicer Guide/Servicing/Series 9000: Servicing Default Management/Topic 9500: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/Chapter 9501: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.11: Servicer monitoring and management of firm (03/02/16)

9501.11: Servicer monitoring and management of firm (03/02/16)

The Servicer is responsible for managing and monitoring all aspects of the firm performance, providing necessary assistance to the firm relating to Freddie Mac Default Legal Matters, and for undertaking all activities required to protect Freddie Mac's interest in the Mortgage. The Servicer must also ensure that the firm is in compliance with applicable Freddie Mac requirements, and that the firm receives all training and documentation relating to applicable Freddie Mac requirements, either separately or as part of the Servicer's standard training.

(a) Compliance processes

The Servicer must develop and have in place policies and procedures regarding oversight and compliance of firms handling Freddie Mac Default Legal Matters. The Servicer must have policies and procedures reasonably designed to ensure that firms handling Freddie Mac Default Legal Matters are in compliance with the limited retention agreement, the applicable provisions of the Guide, and applicable law.

The Servicer's ongoing compliance monitoring must address the following minimum elements:

- Ongoing eligibility under the Firm Minimum Requirements specified in Section 9501.3
- Compliance with the limited retention agreement, including the fee and cost guidelines; and
- Firm performance and processes necessary to ensure Servicer's compliance with applicable Guide requirements

The Servicer must conduct periodic compliance reviews and training as appropriate. In determining the frequency of firm compliance reviews, the Servicer must consider the overall risk posed to Freddie Mac by the firm (legal, reputational, and financial), firm file volume, performance, any changes in staffing ratios or levels, any litigation against the firm alleging systemic issues, any media coverage regarding the firm and the prior results of any firm compliance reviews.

(b) Freddie Mac review of compliance process

Freddie Mac reserves the right to review the Servicer's compliance process. Freddie Mac may require Servicers to conduct additional compliance activities related to firms handling Freddie Mac Default Legal Matters, such as additional firm compliance reviews.

The Servicer must make available to Freddie Mac upon request the materials relating to its performance and compliance monitoring of firms handling Freddie Mac Default Legal Matters, including:

- Information regarding the scope and methodology of the Servicer's compliance monitoring
- The schedule of firm compliance reviews conducted
- The identity of any vendors used in the firm compliance reviews
- All documentation from the firm compliance reviews; and
- All findings, reports or remediation plans resulting from the firm compliance reviews

In addition, Freddie Mac may require a Servicer to change the scope of its compliance process used to monitor firms handling Freddie Mac Mortgages.

(c) Freddie Mac right to audit firm

Freddie Mac also reserves the right to directly conduct firm audits and firm on-site visits as Freddie Mac deems necessary. Freddie Mac audits and visits may focus on items such as fee and cost compliance, Servicer compliance with Freddie Mac requirements, and high-risk issues, including compliance with applicable laws, reputational risk, unsatisfactory results of Servicer firm compliance reviews and conflicts of interest involving Freddie Mac-owned or guaranteed Mortgages.

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9501.12: Escalation of firm issues to Freddie Mac (03/02/16)

(a) Escalation of issues

The Servicer must notify Freddie Mac via e-mail (**see Directory 1**), within two Business Days of discovery or sooner if circumstances warrant, if the Servicer becomes aware of any issues or concerns relating to a firm (including a specific employee or vendor of a firm), or a Freddie Mac Default Legal Matter, including, but not limited to:

1. Any information regarding a firm that may warrant a firm's suspension, termination or Servicer request to transfer Freddie Mac Default Legal Matters to another firm
2. Information suggesting legal or reputational risk posed by the firm such as bar complaints, sanctions, or litigation alleging systemic issues with the firm, firm attorney, or the firm's practices
3. Security incidents that compromise the security, confidentiality or integrity of "sensitive customer information" and that security incident is related to Freddie Mac-owned or guaranteed Mortgages (refer to Section 1301.2(f))
4. Actual or alleged fraud on the part of the firm
5. Federal, State, or local governmental inquiries, including congressional inquiries, regarding a firm, Freddie Mac-owned or guaranteed Mortgages, or Freddie Mac or Servicer practices affecting Freddie Mac-owned or guaranteed Mortgages
6. Non-routine litigation (as described in Section 9402.2)
7. Media inquiries relating to Freddie Mac, a firm, or Freddie Mac-owned or guaranteed Mortgages
8. Volume or capacity issues with the firm
9. Breach of the limited retention agreement between the firm and Freddie Mac, or the contract between the firm and the Servicer
10. Legal matters such as regulatory updates and specific reporting on certain matters (e.g., transfer tax matters)
11. Any systemic issues with the firm
12. Systemic Servicer issues related to file suspensions and foreclosure holds (e.g., failure to properly implement new statutory changes); and
13. Any material change in the ownership, partnership, or organization of the firm after executing the limited retention agreement. Such notifications should include instances where a named partner leaves the firm or a major practice group separates from the firm.

(b) Procedures relating to issues and concerns

When a Servicer provides Freddie Mac notice of an issue requiring Freddie Mac's attention, the Servicer must designate in its e-mail one or more points of contact. Freddie Mac may request that the Servicer obtain additional information from the firm regarding the issue that was escalated to Freddie Mac, and the Servicer must promptly provide the requested information to Freddie Mac.

(c) Freddie Mac rights

Freddie Mac reserves the right to issue direction to Servicers and firms regarding escalated issues. Refer to Section 9501.15 for more information about Freddie Mac's reservation of rights

(d) Escalated issue – confidential information

Any issue that is identified and escalated to or by Freddie Mac pursuant to this section (other than non-routine litigation) is considered to be "confidential information" as defined in Sections 1201.8 and 8101.8. The Servicer must comply with the requirements of such sections with respect to treatment of any escalated issue.

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9501.13: File transfers, termination and suspension of firms (05/18/16)

(a) Servicer-directed suspension of referrals, Freddie Mac Default Legal Matter transfers and terminations

If a Servicer becomes aware of information regarding a firm's handling Freddie Mac Default Legal Matters that might warrant a suspension of referrals of new Freddie Mac Default Legal Matters, the transfer of Freddie Mac Default Legal Matters to another firm, and/or termination of the firm (such as for legal, reputational, or operational risk), the Servicer must:

- Notify Freddie Mac within two Business Days via e-mail or sooner if circumstances warrant, as set forth in Section 9501.12; and
- Conduct due diligence with respect to the issue

If the Servicer intends to suspend referrals of new Freddie Mac Default Legal Matters, transfer Freddie Mac Default Legal Matters, and/or terminate a firm, the Servicer must provide Freddie Mac with at least five Business Days' notice **(see Directory 1)** prior to implementing the decision. **Additionally, the notification must** provide Freddie Mac with the implementation plan for the course of action chosen by the Servicer, **pursuant** to Section 9501.14.

For the transfer of Freddie Mac Default Legal Matters, once a Servicer has determined the eligible law firm(s) that will receive such file transfers, the following must also be included in the notification to Freddie Mac:

- **Servicer name and the six-digit Seller/Servicer number**
- **The nine-digit Freddie Mac loan number**
- **Servicer loan number**
- **Date of transfer**
- **Original law firm name**
- **New law firm name**
- **Freddie Mac Default Legal Matter being transferred (e.g., foreclosure, bankruptcy proof of claim (POC) or bankruptcy motion for relief (MFR)) to the new law firm**
- **The State in which the Mortgaged Premises is located**

In addition, the Servicer must:

- Upon request, provide Freddie Mac with the reason for the decision and the due diligence materials or other information supporting the decision
- Inform the firm of the decision; and
- Keep Freddie Mac periodically updated with respect to the status of implementation of the decision

Refer to Section 9501.14 for additional information relating to implementation of terminations, transfer of Freddie Mac Default Legal Matters and suspensions.

(b) Freddie Mac-directed suspension of referrals, matter transfers and terminations

Freddie Mac may direct the Servicer to initiate an investigation of a firm if Freddie Mac becomes aware of information that might warrant a suspension of referrals of new Freddie Mac Default Legal Matters, the transfer of Freddie Mac Default Legal Matters, or termination of the firm. Freddie Mac also may conduct due diligence and investigations as necessary. Freddie Mac may instruct Servicers to suspend some or all referrals of new Freddie Mac Default Legal Matters, to transfer some or all existing Freddie Mac Default Legal Matters, or to terminate a firm.

In the event of a decision by Freddie Mac to suspend referrals of new Freddie Mac Default Legal Matters, transfer Freddie Mac Default Legal Matters, or terminate a firm, Freddie Mac will:

- Inform the Servicer of the decision and provide direction with respect to required Servicer actions, including direction with respect to transfers of Freddie Mac Default Legal Matters
- Inform the firm of the decision and provide direction to the firm with respect to required firm actions; and
- Terminate the limited retention agreement between Freddie Mac and the firm, as appropriate

(c) Documentation of due diligence review

The Servicer must maintain documentation of the due diligence review, the Servicer's decision, and all other information supporting the decision for a period of seven years after such decision.

Related Guide Bulletins	Issue Date
Bulletin 2016-9	May 18, 2016

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9501.14: Implementing file transfers and/or the termination and suspension of firms (03/02/16)

(a) Implementation plan

Prior to implementing any decision to terminate a contract with a firm, suspend referrals of new Freddie Mac Default Legal Matters and/or transfer Freddie Mac Default Legal Matters from a firm, the Servicer must develop an implementation plan which addresses:

- File transfers
- The capacity of other eligible firms in the State to handle additional Freddie Mac Default Legal Matters and/or transferred Freddie Mac Default Legal Matters
- Proration of fees and costs between the transferor and transferee firms
- Contract provisions during any transition period, including insurance; and
- Other issues as necessary

The implementation plan must take into account any legal, operational or reputational risks that may arise during the transition period, and must address these risks in the most cost-efficient and effective manner. Freddie Mac reserves the right to require the modification of the implementation plan, and provide additional Servicer requirements relating to the termination of any firm, the suspension of referrals of new Freddie Mac Default Legal Matters and the transfer of Freddie Mac Default Legal Matters.

(b) Servicer monitoring of implementation plan

The Servicer must take all necessary steps to ensure that the implementation plan proceeds in an orderly manner and that all Freddie Mac interests are protected during the implementation. Such steps include, but are not limited to:

- Transferring files relating to Freddie Mac Default Legal Matters to eligible firms
- Addressing any issues arising from the transfer of files, the suspension of referrals and the termination of a firm
- Reporting periodically to Freddie Mac on the status of the plan, including such details as how many files are transferred to each new firm, which new firms receive the files and the timing of transfers; and
- Such other details as requested by Freddie Mac

Servicers may not charge Freddie Mac or Borrowers for any fees or costs associated with transferring Freddie Mac Default Legal Matters, and such amounts may not be added to Borrower Mortgage balances.

(c) Freddie Mac's rights to manage termination, suspension and/or file transfers

Freddie Mac may decide, in its sole discretion, that the legal, operational or reputational risks necessitate Freddie Mac's management of the:

- Termination of any firm with respect to its handling of Freddie Mac Default Legal Matters
- Suspension of referrals of Freddie Mac Default Legal Matters to a firm; and/or
- Transfers of files relating to Freddie Mac Default Legal Matters

In such case, the Servicer must cooperate with Freddie Mac in such management and provide all necessary documentation, files and information as requested by Freddie Mac.

Management of Law Firms for Freddie Mac Default Legal Matters/Chapter 9501: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters/9501.15: Reservation of rights and remedies for non-compliance concerning litigation (03/02/16)

9501.15: Reservation of rights and remedies for non-compliance concerning litigation (03/02/16)

Freddie Mac reserves the right to direct and control all litigation involving a Freddie Mac loan. The Servicer and firm handling the litigation must cooperate fully with Freddie Mac in the prosecution, defense or handling of the matter.

In addition, Freddie Mac reserves the right to:

1. Select the foreclosure counsel for a particular case, whether the case is routine or non-routine litigation
2. Direct and manage the actions taken by the foreclosure counsel, on a case-by-case or individual State basis
3. Assess additional compensatory fees against the Servicer and/or seek repayment of losses, costs or damages from the Servicer sustained due to errors, omissions or delays by the Servicer or its agent; and
4. Direct and manage the actions taken by Servicers and firms relating to escalated issues specified in Section 9501.12

Remedies for non-compliance

If a Servicer fails to comply with the provisions under Chapter 9501, Freddie Mac, in its sole discretion, and in addition to any other remedies specified in the Guide or the Servicer's other Purchase Documents, reserves the right to:

- Refuse to reimburse the Servicer for any legal fees and costs
- Offset the entire legal fee from future foreclosure expenses otherwise eligible for reimbursement from Freddie Mac or seek the Servicer's reimbursement of the entire legal fee with interest, if Freddie Mac has already reimbursed the Servicer for the costs involved in the particular foreclosure or bankruptcy
- Require the Servicer to reimburse the firm or Freddie Mac for any prohibited payments or other financial benefits
- Prohibit the Servicer from contracting, directly or through any service provider, vendor or outsourcing company, with a firm with respect to products or services ancillary to a foreclosure or bankruptcy case
- Prohibit the Servicer from contracting with the service provider, vendor or outsourcing company involved in the prohibited activities with respect to Freddie Mac-owned or guaranteed Mortgages
- Seek Servicer repayment of losses, costs or damages sustained by Freddie Mac due to errors by the Servicer or its agent; and/or require repurchase of impacted Mortgage

EXHIBIT C

**Assignment of Deed of Trust
(Recorded April 23, 2012)**

EXHIBIT C

Recording Requested By:
Bank of America
Prepared By: **Bank of America**
800-444-4302
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# [REDACTED]
Tax ID: 179-31-714-046
Property Address:
668 Moonlight Stroll St
Henderson, NV 89002-0505
NV0-ADT 17942210 4/17/2012

Inst #: 201204230000265
Fees: \$18.00
N/C Fee: \$25.00
04/23/2012 08:02:49 AM
Receipt #: 1138672
Requestor:
CORELOGIC
Recorded By: ECM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

This space for Recorder's use

MIN # [REDACTED]

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP** whose address is 8609 WESTWOOD CENTER, VIENNA, VA 22183

all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **KB HOME MORTGAGE COMPANY**
Made By: **IGNACIO A GUTIERREZ, A SINGLE MAN**
Trustee: **FIRST AMERICAN TITLE COMPANY OF NEVADA**
Date of Deed of Trust: 7/6/2005 Original Loan Amount: \$271,638.00

Recorded in Clark County, NV on: 7/20/2005, book N/A, page N/A and instrument number 20050720-0004600

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

4/17/12

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

By: [Signature]
Miguel Romero Vice President

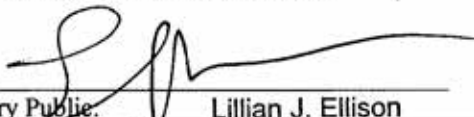
State of California
County of Ventura

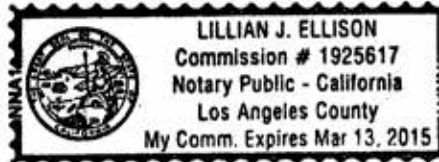
On APR 17 2012 before me, Lillian J Ellison, Notary Public, personally appeared
Miguel Romero

, 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. Lillian J. Ellison
My Commission Expires: March 13, 2015



(Seal)

EXHIBIT D

**Assignment of Deed of Trust
(Recorded November 28, 2012)**

EXHIBIT D

Inst #: 201211280003539
Fees: \$17.00
N/C Fee: \$0.00
11/28/2012 02:55:03 PM
Receipt #: 1398612
Requestor:
CASTLE STAWIARSKI, LLC - NE
Recorded By: MAT Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Requested and Prepared by:
The Cooper Castle Law Firm

When Recorded Mail To:
Cooper Castle Law Firm, LLP
5275 S. Durango Drive
Las Vegas, NV 89113

A.P.N.: 179-31-714-046 MIN: [REDACTED]
TS NO: 12-10-48073-NV MERS Telephone Number: (888) 679-6377
Property Address: 668 Moonlight Stroll Street, Henderson, NV 89015

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to: **Nationstar Mortgage LLC** all beneficial interest under that certain Deed of Trust dated: **July 6, 2005** executed by **Ignacio A Gutierrez, a single man**, as Trustor(s), **First American Title Company of Nevada** as Trustee, and recorded as **20050720-0004600** on **July 20, 2005** of Official Records, in the office of the County Recorder of **Clark County, Nevada**, with all moneys now owing or that may hereafter become due or owing in respect thereof and also all rights accrued or to accrue under said Deed of Trust.

Date of Execution: 11-21-2012

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP by Nationstar Mortgage LLC its Attorney-in-Fact

Susan Lindhorst
By: Susan Lindhorst
Title: ASST. Sec.

Acknowledgement:
State of Nebraska
County of Scotts Bluff

On 11-21-2012 before me Linda D Parks, personally appeared Susan Lindhorst, who provided 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 Nebraska that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Linda D Parks

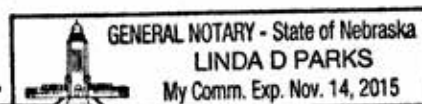


EXHIBIT E

**Notice of Delinquent Assessment Lien
(Recorded July 10, 2012)**

EXHIBIT E

Inst #: 201207100001296
Fees: \$17.00
N/C Fee: \$0.00
07/10/2012 09:24:34 AM
Receipt #: 1227729
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: SOL Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN # 179-31-714-046
N71680

Accommodation

NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on March 30, 2003, as instrument number 02850 BK20030630, of the official records of Clark County, Nevada, the Horizon Heights has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 668 Moonlight Stroll Street Henderson, NV 89002 particularly legally described as: HORIZON HGTS PHASE 2 PLAT BOOK 119 PAGE 62 LOT 166 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):
Ignacio Gutierrez

Mailing address(es):
668 Moonlight Stroll Street Henderson, NV 89002

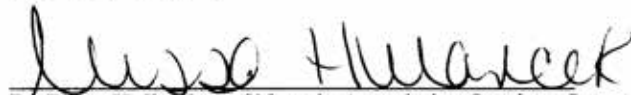
*Total amount due as of today's date is \$1,333.00.

This amount includes late fees, collection fees and interest in the amount of \$763.00

* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: July 8, 2012



By Elissa Hollander, of Nevada Association Services, Inc., as agent for Horizon Heights

When Recorded Mail To:
Nevada Association Services
TS # N71680
6224 W. Desert Inn Rd, Suite A
Las Vegas, NV 89146
Phone: (702) 804-8885 Toll Free: (888) 627-5544

EXHIBIT F

**Notice of Default and Election to Sell Under
Homeowners Association Lien
(Recorded August 30, 2012)**

EXHIBIT F

APN # 179-31-714-046
NAS # N71680
North American Title # 37942
Property Address: 668 Moonlight Stroll Street

Inst #: 201208300002265
Fees: \$18.00
N/C Fee: \$0.00
08/30/2012 12:16:53 PM
Receipt #: 1290330
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: SOL Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Accommodation

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

IMPORTANT NOTICE

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS
NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT
IS IN DISPUTE!**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION and you may have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is \$2,216.50 as of August 28, 2012 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property or pay other obligations as required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions, Horizon Heights (the Association) may insist that you do so in order to reinstate your account in good standing. In addition, the Association may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums.

Upon your request, this office will mail you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Association may mutually agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your default; or both (1) and (2).

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

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of Horizon Heights, 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (702) 804-8885 or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of assessment on your property.

NAS #N71680

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT
TAKE PROMPT ACTION.**

**NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION
SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Ignacio Gutierrez, dated July 8, 2012, and recorded on July 10, 2012 as instrument number 0001296 Book 20120710 in the official records of Clark County, Nevada, executed by Horizon Heights, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on March 30, 2003, as instrument number 02850 BK20030630, as security has occurred in that the payments have not been made of homeowner's assessments due from 5/1/2012 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

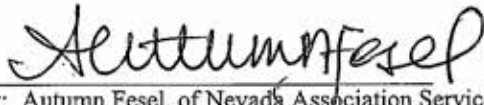
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Associations Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal Description: HORIZON HGTS PHASE 2 PLAT BOOK 119 PAGE 62 LOT 166 in the County of Clark

Dated: August 28, 2012



By: Autumn Fesel, of Nevada Association Services, Inc.
on behalf of Horizon Heights

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146
(702) 804-8885
(888) 627-5544

EXHIBIT G

**Notice of Foreclosure Sale
(Recorded February 20, 2013)**

EXHIBIT G

Inst #: 201302200000682
Fees: \$18.00
N/C Fee: \$0.00
02/20/2013 08:59:08 AM
Receipt #: 1503451
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: DXI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN# 179-31-714-046
11 digit number may be obtained at:
<http://sandgate.co.clark.nv.us/cicsAssessor/owner.htm>

NOTICE OF FORECLOSURE SALE

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording requested by:

NORTH AMERICAN TITLE COMPANY

Return to:

Name NORTH AMERICAN TITLE COMPANY

Address 8485 W. SUNSET, STE. 111

City/State/Zip LAS VEGAS, NV 89113

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS12/03

APN # 179-31-714-046
Horizon Heights

NAS # N71680

Accommodation NOTICE OF FORECLOSURE SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, July 8, 2012. 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.

NOTICE IS HEREBY GIVEN THAT on 3/8/2013 at 10:00 am at the front entrance to the Nevada Association Services, Inc. 6224 West Desert Inn Road, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on March 30, 2003 as instrument number 02850 BK20030630 of official records of Clark County, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on July 10, 2012 as document number 0001296 Book 20120710 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 668 Moonlight Stroll Street, Henderson, NV 89002. Said property is legally described as: HORIZON HGTS PHASE 2 PLAT BOOK 119 PAGE 62 LOT 166, official records of Clark County, Nevada.

The owner(s) of said property as of the date of the recording of said lien is purported to be: Ignacio Gutierrez

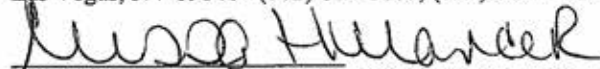
The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$3,757.49. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 8/30/2012 as instrument number 0002265 Book 20120830 in the official records of Clark County.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

February 11, 2013

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146

Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146 (702) 804-8885, (888) 627-5544



By: Elissa Hollander, Agent for Association and employee of
Nevada Association Services, Inc.

EXHIBIT H

**Foreclosure Deed
(Recorded April 8, 2013)**

EXHIBIT H

(3-1)

Inst #: 201304080001036
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$617.10 Ex: #
04/08/2013 10:13:00 AM
Receipt #: 1565409
Requestor:
SFR INVESTMENTS POOL I LLC
Recorded By: GILKS Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Please mail tax statement and
when recorded mail to:
S F R Investments Pool 1, LLC
5030 Paradise Road, B-214
Las Vegas, NV 89119

FORECLOSURE DEED

APN # 179-31-714-046
North American Title #37942

NAS # N71680


The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Horizon Heights), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded July 10, 2012 as instrument number 0001296 Book 20120710, in Clark County. The previous owner as reflected on said lien is Ignacio Gutierrez. Nevada Association Services, Inc. as agent for Horizon Heights does hereby grant and convey, but without warranty expressed or implied to: S F R Investments Pool 1, LLC (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: HORIZON HGTS PHASE 2 PLAT BOOK 119 PAGE 62 LOT 166 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Horizon Heights governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 8/30/2012 as instrument # 0002265 Book 20120830 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Horizon Heights at public auction on 4/5/2013, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$11,000.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: April 5, 2013



By Elissa Hollander, Agent for Association and Employee of Nevada Association Services

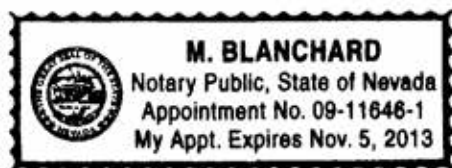
STATE OF NEVADA)
COUNTY OF CLARK)

On April 5, 2013, before me, M. Blanchard, personally appeared Elissa Hollander personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

(Seal)

(Signature)



M. Blanchard

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 179-31-714-046
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 129,703

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

c. Transfer Tax Value: \$ 120,703

d. Real Property Transfer Tax Due \$ 617.10

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 [Signature] Capacity: Agent

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Nevada Association Services, AGENT
Address: 6224 W. Desert Inn Rd.
City: Las Vegas
State: NV Zip: 89146

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: S F R Investments Pool 1, LLC
Address: 5030 Paradise Road, B-214
City: Las Vegas
State: NV Zip: 89119

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

Print Name: _____ Escrow # _____
Address: _____
City: _____ State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT I

Expert Report

EXHIBIT I

1 **DDW**

2 DARREN T. BRENNER, ESQ.

3 Nevada Bar No. 8386

4 ALLISON R. SCHMIDT, ESQ.

5 Nevada Bar No. 10743

6 AKERMAN LLP

7 1160 Town Center Drive, Suite 330

8 Las Vegas, Nevada 89144

9 Telephone: (702) 634-5000

Facsimile: (702) 380-8572

Email: darren.brenner@akerman.com

Email: allison.schmidt@akerman.com

*Attorneys for Bank of America, N.A., as Successor
by Merger to BAC Home Loans Servicing, LP fka
Countrywide Home Loans, Inc. and Nationstar
Mortgage, LLC*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,

Plaintiff,

v.

SFR INVESTMENTS POOL 1, LLC; NEVADA
ASSOCIATION SERVICES, INC., HORIZON
HEIGHTS HOMEOWNERS ASSOCIATION, KB
HOME MORTGAGE COMPANY, a foreign
corporation, DOE Individuals I through X; ROE
Corporations and Organizations I through X,

Defendants.

SFR INVESTMENTS POOL 1, LLC, Nevada
limited liability company,

Counter-Claimant and Third Party Plaintiff,

v.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a Delaware
limited liability company; COUNTRYWIDE
HOME LOANS, INC., a foreign corporation;
DOES I-X; AND ROES 1-10, inclusive,

Counter-Defendant and Third Party Defendants

Case No.: A-13-684715-C

Dept.: XVII

DISCLOSURE OF EXPERT WITNESS

Defendants, Bank of America, N.A., as Successor by Merger to BAC Home Loans Servicing,

1 LP fka Countrywide Home Loans, Inc. and Nationstar Mortgage, LLC, by and through their
2 attorneys AKERMAN LLP, hereby designate the following expert witness:

- 3
4 1. Matthew Lubawy
5 Valbridge Property Advisors
6 3034 S. Durango Drive, Suite 100
7 Las Vegas, Nevada 89117

8 Matthew Lubawy will provide his opinion as to the value of the subject property at the time
9 of sale. Mr. Lubaway's expert report, curriculum vitae, and fee scheduled are attached hereto as
10 **Exhibit A.**

11 DATED this 14th day of May, 2014.

12 **AKERMAN LLP**

13 */s/ Allison R. Schmidt*

14 DARREN T. BRENNER, ESQ.

15 Nevada Bar No. 8386

16 ALLISON R. SCHMIDT, ESQ.

17 Nevada Bar No. 10743

18 1160 Town Center Drive, Suite 330

19 Las Vegas, Nevada 89144

20 *Attorneys for Bank of America, N.A., as Successor*
21 *by Merger to BAC Home Loans Servicing, LP fka*
22 *Countrywide Home Loans, Inc. and Nationstar*
23 *Mortgage, LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 14th day of May, 2015 I caused to be served a true and correct copy of foregoing DISCLOSURE OF EXPERT WITNESS, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

P. Sterling Kerr, Esq.
LAW OFFICES OF P. STERLING KERR
2450 St. Rose Parkway, Suite 120
Henderson, NV 89074

Attorneys for Plaintiff and Counter Defendant

Richard J. Vilkin, Esq.
LAW OFFICES OF RICHARD J. VILKIN, P.C.
1286 Crimson Sage Ave.
Henderson, NV 89012

*Attorneys for Defendant and Counterclaimant
Nevada Association Services, Inc.*

Victoria L. Hightower, Esq.
Howard C. Kim, Esq.
Diana S. Cline, Esq.
HOWARD KIM & ASSOCIATES
400 N. Stephanie Street, Suite 160
Henderson, NV 89014

*Attorneys for Defendant and Counterclaimant
Nevada Association Services, Inc.*

(UNITED STATES MAIL) By depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed below at their last-known mailing addresses, on the date above written:

Anthony L. Ashby, Esq.
THE LAW OFFICES OF DAVID M. JONES
7455 Arroyo Crossing Parkway, Suite 200
Las Vegas, NV 89113

Attorney for Defendant Horizon Heights HOA

/s/ Lucille Chiusano
An employee of AKERMAN LLP

EXHIBIT A

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 15-1021

SUBJECT	Property Address: 688 Moonlight Stroll Street		City: Henderson		State: NV		Zip Code: 89002	
	County: Clark		Legal Description: Horizon Heights Phase 2 Lot 166					
ASSIGNMENT	Assessor's Parcel #: 179-31-714-046		Tax Year: 2013		R.E. Taxes: \$ 1,266.91		Special Assessments: \$ 0.00	
	Current Owner of Record: SFR Investments Pool 1 LLC		Occupant: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Manufactured Housing					
MARKET AREA DESCRIPTION	Project Type: <input checked="" type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)		HOA: \$ 90		<input type="checkbox"/> per year <input checked="" type="checkbox"/> per month			
	Market Area Name: Horizon Heights		Map Reference: 986-F4		Census Tract: 53.59			
SITE DESCRIPTION	The purpose of this appraisal is to develop an opinion of: <input type="checkbox"/> Market Value (as defined), or <input checked="" type="checkbox"/> other type of value (describe) Fair Market Value							
	This report reflects the following value (if not Current, see comments): <input type="checkbox"/> Current (the Inspection Date is the Effective Date) <input checked="" type="checkbox"/> Retrospective <input type="checkbox"/> Prospective							
DESCRIPTION OF THE IMPROVEMENTS	Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)							
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)							
MARKET AREA DESCRIPTION	Intended Use: Litigation							
	Intended User(s) (by name or type): Akerman, LLP and Nationstar Mortgage, LLC							
MARKET AREA DESCRIPTION	Client: Akerman, LLP		Address: 1160 Town Center Dr, Suite 330, Las Vegas, NV 89144					
	Appraiser: Gary Hardy		Address: 3034 South Durango Dr., Suite 100, Las Vegas, NV 89117					
MARKET AREA DESCRIPTION	Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Predominant Occupancy		One-Unit Housing		Present Land Use	
	Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		<input checked="" type="checkbox"/> Owner		PRICE AGE		One-Unit 60%	
MARKET AREA DESCRIPTION	Growth rate: <input checked="" type="checkbox"/> Rapid <input type="checkbox"/> Stable <input type="checkbox"/> Slow		<input type="checkbox"/> Tenant		PRICE AGE		2-4 Unit 5%	
	Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		<input checked="" type="checkbox"/> Vacant (0-5%)		80 Low 5		Multi-Unit 15%	
MARKET AREA DESCRIPTION	Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply		<input checked="" type="checkbox"/> Vacant (>5%)		312 High 38		Comm'l 20%	
	Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.		<input type="checkbox"/> Vacant (>5%)		165 Pred 9		%	
MARKET AREA DESCRIPTION	Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): Located in Henderson in an established area of pocket developments with single family homes of varying quality. The subject neighborhood is bounded by Horizon Drive to the north, Greenway Road to the east, Ray Boulevard to the south and the Corp Limit (Crestway Road) to the west. Public schools, parks, shops, and services are within 2 to 3 miles of the subject. Highway 95 access is within approximately 2 miles allowing a 30 to 45 minute commute to major employment centers. Most services are within 2 to 3 miles of the subject. Neighborhood price per square foot trend indicates a stable value trend. The average list price to sale price ratio during the prior year within the neighborhood is approximately 100%. The reasonable exposure time for the subject property at the Opinion of Market Value stated in this report is 30 days.							
MARKET AREA DESCRIPTION	Dimensions: See attached Plat Map		Site Area: 3,484 Sq.Ft.		<input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac			
	Zoning Classification: RM-10		Description: Medium-Density Residential (10 Units per Acre)		Topography Level			
MARKET AREA DESCRIPTION	Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning				Size Typical / Neighborhood			
	Utilities Public Other Description		Off-site improvements Type Public Private		Shape Irregular			
MARKET AREA DESCRIPTION	Electricity <input checked="" type="checkbox"/> <input type="checkbox"/>		Street Asphalt <input checked="" type="checkbox"/> <input type="checkbox"/>		Drainage Adequate			
	Gas <input checked="" type="checkbox"/> <input type="checkbox"/>		Curb/Gutter Concrete <input checked="" type="checkbox"/> <input type="checkbox"/>		View Residential			
MARKET AREA DESCRIPTION	Water <input checked="" type="checkbox"/> <input type="checkbox"/>		Sidewalk Concrete <input checked="" type="checkbox"/> <input type="checkbox"/>		Landscaping Typical for the neighborhood			
	Sanitary Sewer <input checked="" type="checkbox"/> <input type="checkbox"/>		Street Lights Electric <input checked="" type="checkbox"/> <input type="checkbox"/>					
MARKET AREA DESCRIPTION	Storm Sewer <input type="checkbox"/> <input type="checkbox"/> Unknown		Alley None <input type="checkbox"/> <input type="checkbox"/>					
	FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X		FEMA Map # 32003C2955F		FEMA Map Date 11-16-11			
MARKET AREA DESCRIPTION	Highest & Best Use as Improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)							
	Actual Use as of Effective Date: Residential		Use as appraised in this report: Residential					
MARKET AREA DESCRIPTION	Summary of Highest & Best Use: The Highest and best Use is as it exists as a single family residence.							
MARKET AREA DESCRIPTION	Site Comments: No apparent adverse easements, encroachment, environmental conditions, illegal or legal nonconforming zoning uses noted at the time of the inspection; however, inspection was made with out the benefit of a title report or survey.							
MARKET AREA DESCRIPTION	General Description		Exterior Description		Foundation		Basement <input checked="" type="checkbox"/> None	
	# of Units 1 <input type="checkbox"/> Acc. Unit		Foundation Concrete		Slab Concrete		Area Sq. Ft.	
MARKET AREA DESCRIPTION	# of Stories 2		Exterior Walls Stucco		Crawl Space None		% Finished N/A	
	Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>		Roof Surface Conc. tile		Basement None		Ceiling	
MARKET AREA DESCRIPTION	Design (Style) Colonial, 2-story		Gutters & Dwnspits. None		Sump Pump <input type="checkbox"/> N/A		Walls	
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.		Window Type Fixed/Sliding		Dampness <input type="checkbox"/> None/Noted		Floor	
MARKET AREA DESCRIPTION	Actual Age (Yrs.) 8		Storm/Screens WovenMesh		Settlement None/Noted		Outside Entry	
	Effective Age (Yrs.) 8				Infestation None/Noted			
MARKET AREA DESCRIPTION	Interior Description		Appliances		Attic		Amenities	
	Floors N/A		Refrigerator <input type="checkbox"/> None <input type="checkbox"/>		Fireplace(s) # 0		Woodstove(s) #	
MARKET AREA DESCRIPTION	Walls N/A		Range/Oven <input type="checkbox"/>		Stairs <input type="checkbox"/>		Patio Concrete	
	Trim/Finish N/A		Disposal <input type="checkbox"/> Drop Stair <input type="checkbox"/>		Deck <input type="checkbox"/>			
MARKET AREA DESCRIPTION	Bath Floor N/A		Dishwasher <input type="checkbox"/> Scuttle <input checked="" type="checkbox"/>		Porch <input type="checkbox"/>			
	Bath Wainscot N/A		Fan/Hood <input type="checkbox"/> Floor <input type="checkbox"/>		Fence Concrete Block			
MARKET AREA DESCRIPTION	Doors N/A		Microwave <input type="checkbox"/> Heated <input type="checkbox"/>		Pool None			
			Washer/Dryer <input type="checkbox"/> Finished <input type="checkbox"/>					
MARKET AREA DESCRIPTION	Finished area above grade contains: 6 Rooms 3 Bedrooms 2.5 Bath(s)		2,161 Square Feet of Gross Living Area Above Grade					
	Additional features: Personal property items are not included in the opinion of value. The interior features are unknown as this is an exterior inspection appraisal. The county records are used to the features of the property.							
MARKET AREA DESCRIPTION	Describe the condition of the property (including physical, functional and external obsolescence): As of the effective date of this appraisal, the subject property is considered to be in average condition. At the time of inspection, there were no apparent major repairs, renovation, or remodeling needed. The effective age is based on the appraiser's inspection of the property. An exterior inspection of the property was performed from the public street. An extraordinary assumption is made that the interior is in similar condition as the exterior and that the condition was similar at the effective date of this appraisal. The use of the extraordinary assumption may have affected the assignment results.							

Supplemental Addendum

File No. 15-1021

Borrower/Client	SFR Investments Pool 1				
Property Address	668 Moonlight Stroll Street				
City	Henderson	County	Clark	State	NV Zip Code 89002
Lender	Akerman, LLP				

Purpose: The purpose of this appraisal is to form an opinion of the fair market value for the subject property as of the effective date which is a retrospective date of March 8, 2013.

Intended User: Akerman, LLP and Nationstar Mortgage, LLC. No other users are intended by the Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

Intended Use: Litigation. No other use is intended by the Appraiser. The intended use as stated shall be used by the Appraiser in determining the appropriate Scope of Work for the assignment.

Scope of Appraisal:

Upon receiving this assignment from the client I identified the intended users of the report, confirmed that the effective date of the appraisal is to be a retrospective date of March 8, 2013. Next the real property being appraised was identified and available property-specific data was collected through public records, various data services and or MLS data base.

An exterior inspection of the property was completed as described herein; a visual observation of the unobstructed, exposed surfaces of accessible areas from standing height was performed on the exterior areas of the subject property for valuation purposes only. The appraiser is NOT a "home inspector" and can only report conditions based on the visual observation noted above. The appraiser DOES NOT warrant any part/whole of the subject property environmental conditions or other conditions that would require a licensed professional such as; identifying the existence of Lead Based paint, Mold, Soil Slippage, Hazardous Waste, Radon Gas etc. I did not test the subject's mechanical systems; the appraiser is not an expert with regard to mechanical issues or electrical, plumbing, roof, foundation systems, or State, City, County, Building Code compliance etc.

The appraiser's inspection included noting the apparent condition, quality, utility, amenities and architectural style. Measurements and room counts used in this report came from county records. Zoning data was obtained from public records, office files, and or city/county planning offices. The collected data was then used to develop a profile of the subject property and analyze the highest and best use of the subject property.

The appraiser performed a search of the local market area for the most similar closed comparable sales, pending/contingent sales and active listings. The accessible sales were inspected from the street and photos taken. MLS photos may be used when there is; obstruction, people are outside, when there is no access to the property, or when the MLS photo is considered a more accurate depiction of the properties condition at the time of sale. The sales were confirmed and verified from public records, various data services, MLS and when necessary with an agent, the owner, or the title company. Interior/exterior upgrade adjustments may be made to one or more of the comparables due to information obtained from the appraiser's exterior inspection of the property and/or information obtained from the multiple listing service (MLS). Where available, the appraiser has reviewed interior photographs provided by listing agents on the comparables to obtain a better understanding of these properties. The sales data was then analyzed and a value opinion derived.

In the preparation of this report, I have relied on data from county records, multiple listing service, title companies, etc. I believe this report to be complete and accurate, however, should any error or omission be subsequently discovered, I reserve the right to correct it.

Sales Comparison Analysis:

For the purpose of this appraisal, when conflict between County Records and appraiser inspection were noted, appraiser inspection was used. For the purpose of this appraisal, when conflict between MLS and county records were noted, MLS was used.

Exhibit - Aerial View - Site Map

Borrower/Client	SFR Investments Pool 1				
Property Address	668 Moonlight Stroll Street				
City	Henderson	County	Clark	State	NV Zip Code 89002
Lender	Akerman, LLP				

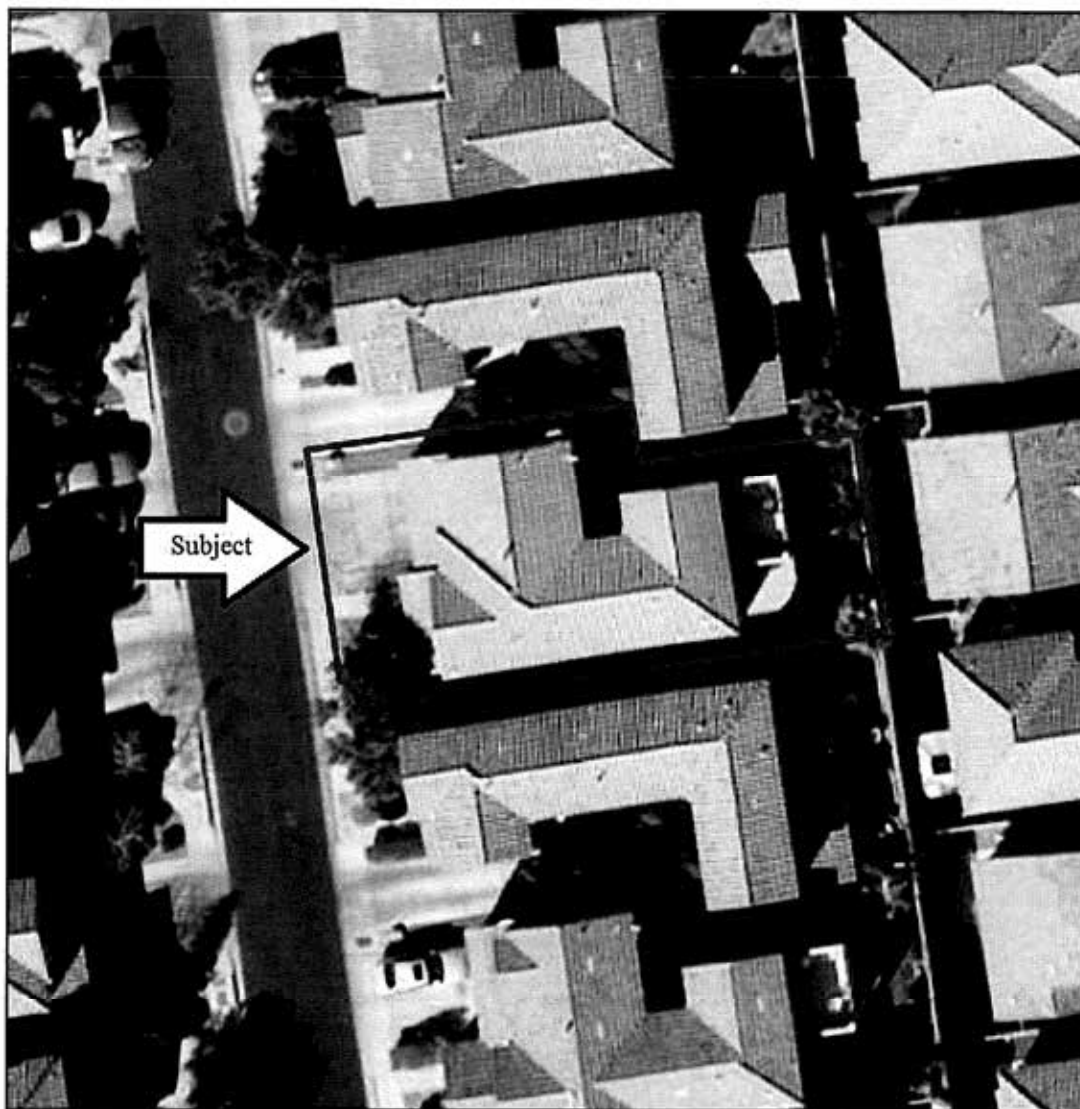


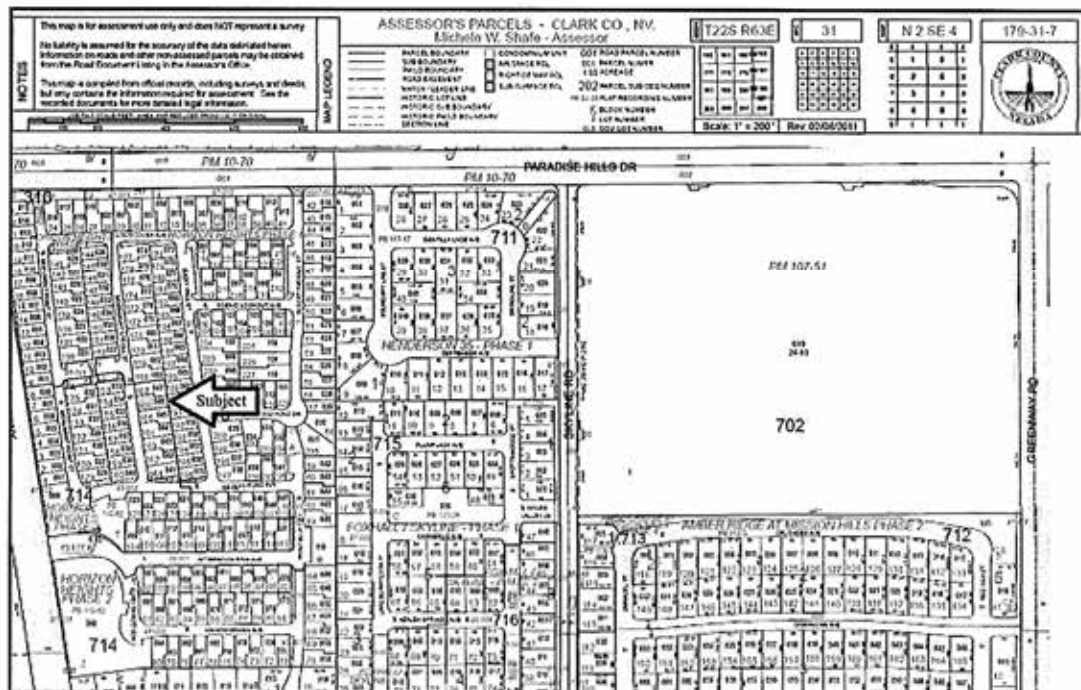
Exhibit- Aerial View - Neighborhood Map

Borrower/Client	SFR Investments Pool 1				
Property Address	668 Moonlight Stroll Street				
City	Henderson	County	Clark	State	NV Zip Code 89002
Lender	Akerman, LLP				



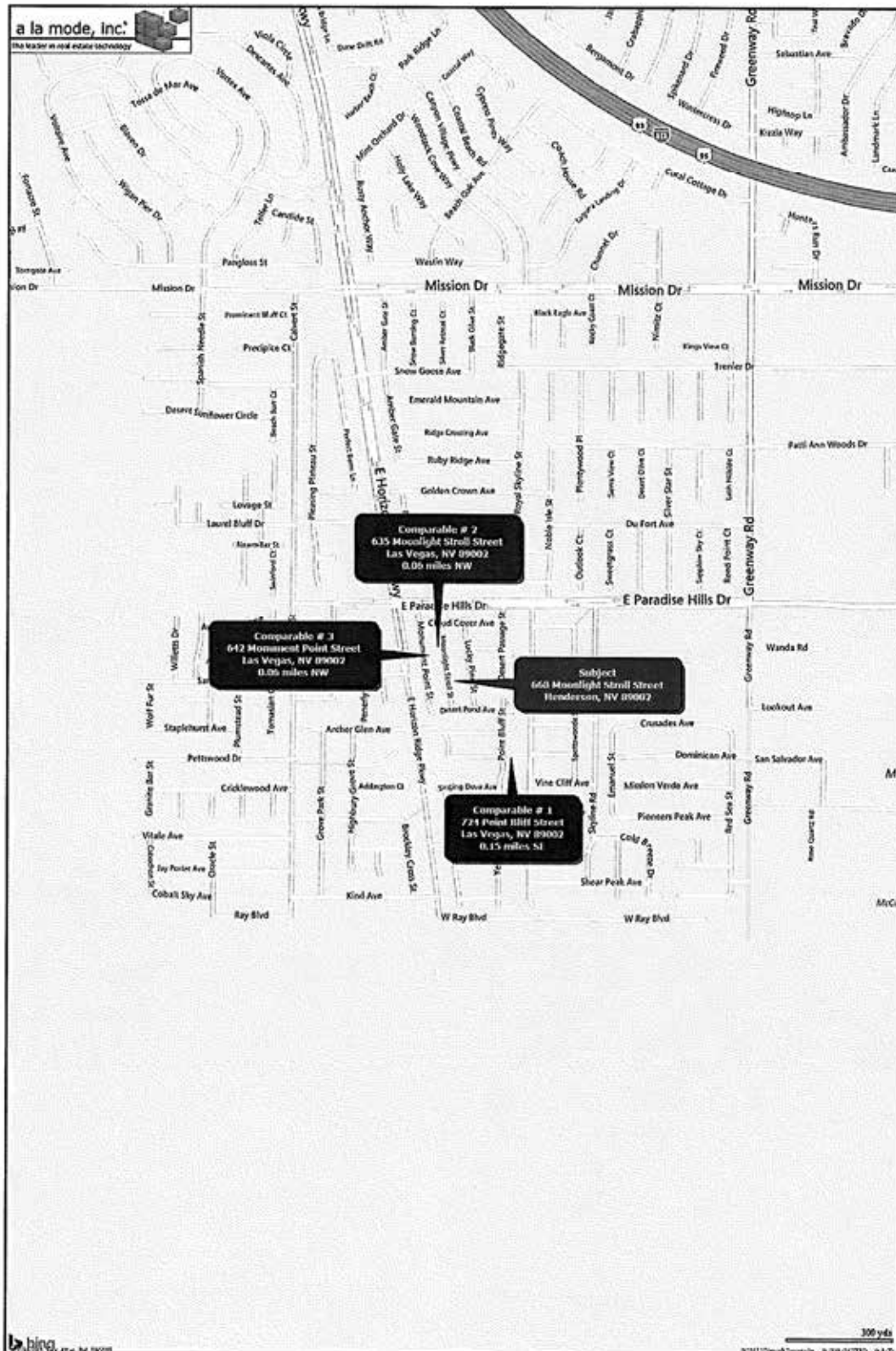
Exhibit- Aerial View - Plat Map

Borrower/Client	SFR Investments Pool 1			
Property Address	668 Moonlight Stroll Street			
City	Henderson	County	Clark	State NV Zip Code 89002
Lender	Akerman, LLP			



Location Map

Borrower/Cient	SFR Investments Pool 1						
Property Address	668 Moonlight Stroll Street						
City	Henderson	County	Clark	State	NV	Zip Code	89002
Lender	Akerman, LLP						

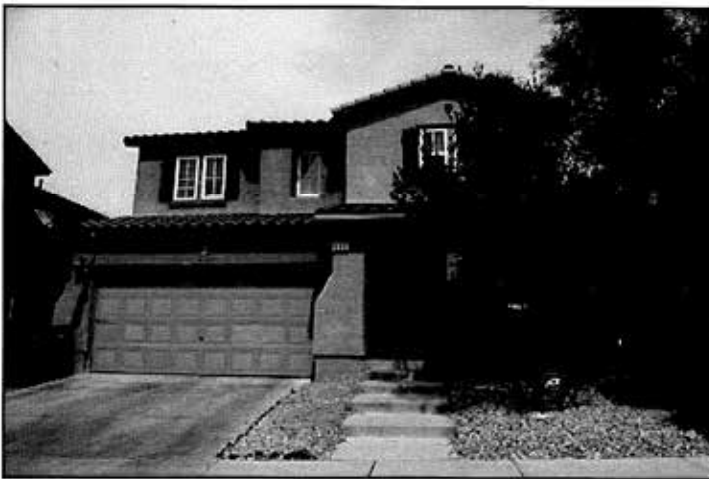


Subject Photo Page

Borrower/Client	SFR Investments Pool 1				
Property Address	688 Moonlight Stroll Street				
City	Henderson	County	Clark	State	NV Zip Code 89002
Lender	Akerman, LLP				

**Subject Front**

688 Moonlight Stroll Street
 Sales Price 0.00
 Gross Living Area 2,161
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 2.5
 Location Average
 View Residential
 Site 3,485 Sq.Ft.
 Quality Typical
 Age 8

**Subject Front****Subject Street**

Subject Photo Page

Borrower/Client	SFR Investments Pool 1				
Property Address	668 Moonlight Stroll Street				
City	Henderson	County	Clark	State	NV Zip Code 89002
Lender	Akerman, LLP				

**Extra Parking****Community Playground****Community Pool**

Comparable Photo Page

Borrower/Client	SFR Investments Pool 1				
Property Address	668 Moonlight Stroll Street				
City	Henderson	County	Clark	State	NV
				Zip Code	89002
Lender	Akerman, LLP				

**Comparable 1**

724 Point Bluff Street	
Prox. to Subject	0.15 miles SE
Sales Price	136,250
Gross Living Area	2,161
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.5
Location	Average
View	Residential
Site	3,485 Sq. Ft.
Quality	Typical
Age	8

**Comparable 2**

635 Moonlight Stroll Street	
Prox. to Subject	0.06 miles NW
Sales Price	112,000
Gross Living Area	1,577
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.5
Location	Average
View	Residential
Site	2,614 Sq. Ft.
Quality	Typical
Age	9

**Comparable 3**

642 Monument Point Street	
Prox. to Subject	0.06 miles NW
Sales Price	143,000
Gross Living Area	2,161
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.5
Location	Average
View	Residential
Site	3,485 Sq. Ft.
Quality	Typical
Age	9

Assumptions, Limiting Conditions & Scope of Work

File No.: 15-1021

Property Address: 668 Moonlight Stroll Street	City: Henderson	State: NV	Zip Code: 89002
Client: Akerman, LLP	Address: 1160 Town Center Dr., Ste. 330, Las Vegas, NV 89144		
Appraiser: Gary Hardy	Address: 3034 South Durango Dr., Suite 100, Las Vegas, NV 89117		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

An exterior inspection of the property was performed for the public street. An extraordinary assumption is made the interior is in similar condition as the exterior and that these conditions were similar on the retrospective date of value. The use of the extraordinary assumption may have affected the assignment results.

The purpose of this appraisal is for a "non lender" appraisal. It should be noted that the appraisers's data and comparables utilized were retrieved as of the inspection date noted within the body of the report. This report is intended for use by the Client that is named on page 1 of this report.

Measurements and room counts used in this report come from the appraisers interior/exterior inspection of the subject property, previous appraisal files and/or builder floor plans. These numbers may differ slightly with those recorded with Clark County records due to differences in measuring techniques.

The sales were confirmed and verified from public records, various data services, MLS and when necessary with an agent, the owner or the title company.

In the preparation of this report, I have relied on data from county records, multiple listing service, title companies, etc. I believe this report to be complete and accurate, however, should any error or omission be subsequently discovered, I reserve the right to correct it.

Certifications

File No.: 15-1021

Property Address: 668 Moonlight Stroll Street	City: Henderson	State: NV	Zip Code: 89002
Client: Akerman, LLP	Address: 1160 Town Center Dr, Ste. 330, Las Vegas, NV 89144		
Appraiser: Gary Hardy	Address: 3034 South Durango Dr., Suite 100, Las Vegas, NV 89117		

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

-The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

-As of the date of this report, Matthew Lubawy, MAI has completed the continuing education program of the Appraisal Institute.

-The appraisers' state registration/certification has not been revoked, suspended, canceled or restricted.

Disclosure of Prior Appraisal and/or Other Services:

I certify that, to the best of my knowledge and belief:

I have not performed a prior appraisal or other service regarding the subject property within the 3 year period immediately preceding acceptance of this appraisal assignment.

DEFINITION OF FAIR MARKET VALUE *:

"The fair market value is the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includable in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property the sale price in a market other than that in which such item is most commonly sold to the public, taking into account the location of the item wherever appropriate."

SIGNATURES

Client Contact: Allison R. Schmidt	Client Name: Akerman, LLP
E-Mail: allison.schmidt@akerman.com	Address: 1160 Town Center Dr, Ste. 330, Las Vegas, NV 89144
APPRAISER  Appraiser Name: Gary Hardy Company: Valbridge Property Advisors Phone: (702) 242-9369 Fax: (702) 242-6391 E-Mail: ghardy@valbridge.com Date Report Signed: May 14, 2015 License or Certification #: A0206955-INTR State: NV Designation: Expiration Date of License or Certification: 07/31/2016 Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input checked="" type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 05/13/2015	
SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)  Supervisory or Co-Appraiser Name: Matthew J. Lubawy, MAI Company: Valbridge Property Advisors Phone: (702) 242-9369 Fax: (702) 242-6391 E-Mail: mlubawy@valbridge.com Date Report Signed: May 14, 2015 License or Certification #: A0000044-CG State: NV Designation: MAI Expiration Date of License or Certification: 04/30/2017 Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input checked="" type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 05/13/2015	

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Qualifications of Gary Hardy

Registered Intern Appraiser
Valbridge Property Advisors |
Lubawy & Associates, Inc.



Independent Valuations for a Variable World

State Certifications

Nevada License
A.0206955-INTR

Appraisal Institute & Related Courses:

Basic Appraisal Principals (Key Realty School)
Basic Appraisal Procedures (Key Realty School)
Appraisal Law in Nevada (Key Realty School)
National USPAP-15 Hour (Key Realty School)

Education

Bachelor of Arts-
Political Science
University of Las Vegas
Nevada

Experience:

Registered Intern Appraiser
ValbridgePropertyAdvisors|Lubawy & Associates (2014-Present)

Appraisal Researcher

ValbridgePropertyAdvisors|Lubawy & Associates (2013-2014)

Contact Details

702-242-9369 (p)
702-242-6391 (f)

Valbridge Property Advisors |
Lubawy & Associates, Inc.
3034 S. Durango Dr. #100
Las Vegas, NV 89117

www.valbridge.com
ghardy@valbridge.com

APPRAISER REGISTRATION CARD

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That: GARY N HARDY

Registration Number: A.0206955-INTR

Is duly authorized to act as an APPRAISER INTERN from the issue date to the expiration date at the business address stated here in, unless the registration is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: July 24, 2014

Expire Date: July 31, 2016

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in it by Chapter 645C, Nevada Revised Statutes has caused this Registration to be issued with its Seal printed thereon.

FOR: VALBRIDGE PROPERTY ADVISORS
3034 S DURANGO DR #100
LAS VEGAS, NV 89117

REAL ESTATE DIVISION

GAIL J ANDERSON
Administrator



Qualifications of Matthew Lubawy, MAI, CVA, CMEA
 Senior Managing Director
 Valbridge Property Advisors | Lubawy & Associates, Inc.



Independent Valuations for a Variable World

State Certifications

Nevada License
 # A.0000044-CG

Arizona License
 #31821

Education

Bachelor of Science
 Business Administration
 University of Nevada, Las Vegas

Contact Details

702-242-9369 (p)
 702-242-6391 (f)

Valbridge Property Advisors |
 Lubawy & Associates, Inc.
 3034 S. Durango Dr. #100
 Las Vegas, NV 89117
www.valbridge.com
mlubawy@valbridge.com

Membership/Affiliations:

Member: Appraisal Institute - MAI Designation #10653
 Director - (2008 - 2011)
 President of Las Vegas Chapter (1998 - 1999)
 1st V.P. of Las Vegas Chapter (1997 - 1998)
 2nd V.P. of Las Vegas Chapter (1996 - 1997)
 Member: NACVA - CVA Designation (Certified Valuation
 Analyst for business valuation)
 Member: NEBB Institute - CMEA Designation for Machinery
 and Equipment
 Board Member: Valbridge Property Advisors -
 Vice-Chairman of the Board of Directors
 (2011 - Present)
 Member: International Right of Way Association
 Member: National Association of Realtors
 Member: GLVAR
 Board Member: Nevada State Development Corporation
 Chairman of the Board (2008-Present)

Experience:

Senior Managing Director
 Valbridge Property Advisors | Lubawy & Associates (2013 to Present)

Principal
 Lubawy & Associates (1994-2013)

Independent Fee Appraiser and Real Estate Consultant
 Timothy R. Morse and Associates (1992 - 1994)

Staff Appraiser/Assistant Vice President
 First Interstate Bank (1988 - 1992)

Independent Fee Appraiser and Real Estate Consultant
 The Clark Companies (1987 - 1988)

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : MATTHEW J LUBAWY

Certificate Number: A.0000044-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: March 31, 2015

Expire Date: April 30, 2017

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: VALBRIDGE PROPERTY ADVISORS
3034 S DURANGO DR #100
LAS VEGAS, NV 89117

REAL ESTATE DIVISION

JOSEPH (JD) DECKER
Administrator



MATTHEW LUBAWY, MAI DEPOSITIONS/TRIAL TESTIMONY

DEPOSITIONS

NEVADA STATE DISTRICT COURT

- **State of Nevada vs. Friendly Lounge, Inc.,** (Case #05-A-508773)
Date: January 4, 2007
Attorneys: Michael Chapman (Chapman Law Firm) and Kirby Gruchow (Santoro, Driggs, Walch, Kearney, Johnson & Thompson)
Judge: Timothy Williams, District 16
Our File Nos: 05-156 & 06-303
- **Nevada Power vs. Don & Paul, LLC** (Case #06-A-518730)
Date: January 2007
Attorney: Michael Chapman (Chapman Law Firm)
Judge: Mark R. Denton, District 13
Our File No: 06-266
- **Nevada Power vs. DFA, LLC** (Case #06-A-518732)
Date: January 2007
Attorney: Michael Chapman (Chapman Law Firm)
Judge: Jennifer Togliatti, District 9
Our File No: 06-263
- **Nevada Power vs. North Brown Properties, Inc.** (Case #05-A-508237)
Date: February 2007
Attorneys: Michael Chapman (Chapman Law Firm) and Bill Coulthard (Harrison, Kemp, Jones and Coulthard)
Judge: Elizabeth Gonzalez, District 11
Our File Nos: 05-324 & 06-380
- **Nevada Power vs. Steven P. Shearing (et al)** (Case #05-A-509849)
Date: June 2007
Attorneys: Joshua Reisman (Ballard Spahr Andrews & Ingersoll LLP)
Judge: Michael Villani, Dept. 17
Our File No: 07-138

MATTHEW LUBAWY, MAI
DEPOSITIONS (continued)

- **Peach vs. Warmington Homes-Nevada** (Case #03-A-466958)
Date: January 31, 2008
Attorneys: Andrew C. Green - McKay Law Firm; William J. Taylor
Judge: Timothy C. Williams
Our File No: 06-1034
- **NDOT vs. BDR South Parcel Investments LLC** (Case #06-A-527718)
Date: April 22, 2008
Attorneys: Thomas Rondeau - Goold Patterson Ales & Day; Charles Titus - Santoro, Driggs, Walch, Kearney, Holley & Thompson
Judge: Mark R. Denton
Our File No: 07-181
- **Vons Company vs. Del Webb Communities** (Case #05-A-501372)
Date: June 5, 2008
Attorneys: Rogelio M. Ruiz - Garcia, Calderon & Ruiz; Sean Thueson - Holland & Hart
Judge: Mark R. Denton
Our File No: 08-096
- **Nevada Power Company vs. Pardee Homes of Nevada** (Case #07-A-549636)
Date: September 5, 2008
Attorneys: P. Kyle Smith - Harrison, Kemp, Jones & Coulthard; Kirby Gruchow - Leach Johnson Song & Gruchow
Judge: Michael Villani
Our File No: 07-105
- **Nevada Power Company vs. Michael B. Phillips** (Case #07-A0549641)
Date: October 21, 2008
Attorneys: Charles M. Damus - Charles M. Damus & Associates; Kirby Gruchow - Leach Johnson Song & Gruchow
Judge: Valorie J. Vega
Our File No: 08-021
- **Nevada Power Company vs. Lucky Blue II LLC & Norman Family LP** (Case #07-A-549646-C)
Date: October 22, 2008
Attorneys: Mark Ferrario - Kummer Kaempfer Bonner Renshaw; Kirby Gruchow - Leach Johnson Song & Gruchow
Judge: Jessie Walsh
Our File No: 08-023

MATTHEW LUBAWY, MAI
DEPOSITIONS (continued)

- Nevada Power Company vs. Treasure Cove, LLC and Storybook Homes (Case #07-A-549645-C)
Date: October 23, 2008
Attorneys: Kyle Smith - Harrison, Kemp, Jones & Coulthard; Kirby Gruchow - Leach Johnson Song & Gruchow
Judge: Valorie J. Vega
Our File No: 08-022
- Nevada Power Company vs. Ernest A. and Kathleen C. Becker/Nevada State Bank (Case #07-A-550071-C)
Date: March 19, 2009
Attorneys: John M. Netzorg - Law Offices of John M. Netzorg; Rich N. Storm, Chapman Law Firm
Judge: Valorie J. Vega
Our File No: 08-171
- Albert D. Massi, et al vs. Clark County and City of Las Vegas (Case #A555582)
Date: July 9, 2009
Attorneys: Philip Byrnes, City of Las Vegas Attorney's Office; Laura FitzSimmons, Sylvester & Polednak
Our File No: 09-048
- FDIC as receiver for Community Bank of Nevada vs. Glen Smith & Glen Development Company LLC (Case #A575592)
Date: May 25, 2010
Attorneys: Spencer H. Gunnerson, Kemp, Jones & Coulthard; Aaron Shipley, McDonald Carano Wilson
Our File No: 09-251
- Nevada Power Company vs. Vegas Valley Investment, LLC, et al. (Case #A-09-592829-C)
Date: August 17, 2010
Attorneys: Neil J. Beller - Law Office of Neil J. Beller, Ltd.
Our File No: 10-194
- Branch Banking and Trust Company, et al., v. Joe D. Thomas, et al., (Case #A-12-670622-B)
Date: August 9, 2013
Attorneys: Gabriel Blumberg, Gordon Silver- Attorneys for Defendant; Allison Noto, Sylvester & Polednak, Attorneys for Plaintiff
Our File No: 13-0108-000

MATTHEW LUBAWY, MAI
DEPOSITIONS (continued)

U.S. DISTRICT COURT

- George F. Tibsherany, Inc. vs. The Midby Companies, LLC (Case #CV-S-05-0613-LDG-GWF)
Date: December 11, 2006
Attorneys: Nicholas M. Wiczorek (Morris, Polich, and Purdy, LLPO), William L. Coulthard (Harrison, Kemp & Jones), John Wendland (Weil & Drage, APC), Scott R. Cook (Gordon & Rees), Aviva Gordon (Ellis & Gordon)
Judge: Lloyd D. George
Our File No: 06-301
- OMRLV Property LLC vs. Earl W. Courtney, et al (Case #2:07-CV-01523-PMP-RJJ)
Date: August 12, 2009
Attorneys: David Stoft (McDonald Carano Wilson LLP), Jeffrey S. Rugg (Brownstein Hyatt Farber Schreck)
Our File No: 08-280

FEDERAL BANKRUPTCY COURT

- Castaways Hotel/Casino, 2800 E. Fremont Street (Bankruptcy Case #BK-S-0317939-LBR)
Attorney: Candace Carlyon, Gordon and Silver
Our File No: 04-240
- Murano Apartments, LLC vs. Michael J. Mona, Jr., Rudolph Straat; and Maria Gudelis (Case #BK-S-05-10067-BAM)
Date: December 5, 2005
Attorneys: Anthony Zmaila (Santoro, Driggs, Walch, Kearney, Johnson & Thompson and Shawn Mangano (Sylvester and Polednak)
- Whitton Corporation (Case #BK-S-10-32680-BAM)
Date: April 13, 2011
Attorneys: Rodney M. Jean and Mohamed A. Iqbal, Jr., (Lionel Sawyer Collins)

- **Marion Manor, LLC** (Case No. BK-S-11-28020-BAM)
Date: February 24, 2012
Attorneys: Chris Kaup and Lars Evensen with Holland & Hart; David J. Winterton & Associates, Ltd.
- **Desert Inn Management Company, LTD.** (Case No. BK-S-12-16719-LBR)
Date: January 29, 2013
Attorneys: Eric T. Gjerdingen, Gordon Silver & Jeffrey Willis, Snell & Wilmer

TRIAL TESTIMONY

NEVADA STATE DISTRICT COURT

- **Clark County vs. Sepehri**, (Case #04-A-488474-C)
Date: June 1, 2006
Attorneys: Michael Mansfield and Brent Larsen
Judge: Valorie Vega
Our File No: 04-218
- **Becker vs Nevada Power** (Case #07-A-550071-C)
Date: November 9, 2007
Attorney: Michael Chapman
Judge: Valorie Vega
Our File Nos: Various
- **NDOT vs. BDR South Parcel Investments LLC** (Case #06-A-527718)
Date: February 4, 2009
Attorneys: Thomas Rondeau - Goold Patterson Ales & Day; Charles Titus - Santoro, Driggs, Walch, Kearney, Holley & Thompson
Judge: Mark R. Denton
Our File No: 07-181
- **Adaven Management, Inc. vs. Mountain Falls Acquisition Corporation**
(Case #CV21737 - Fifth Judicial District Court, Dept. 2 - Pahrump)
Date: August 13, 2009
Attorneys: Paul Taggert - Taggert & Taggert, Ltd.; Jeremy J. Nork - Holland & Hart LLP
Judge: Robert W. Lane
Our File Nos: 09-144 & 09-145

MATTHEW LUBAWY, MAI
TRIAL TESTIMONY (continued)

- **Becker vs Nevada Power (Case #07-A-550071-C)**
Date: August 25, 2009
Attorney: Michael Chapman
Judge: Valorie Vega
Our File No: 08-171
- **Bank of Nevada vs. CSC Temple, LLC; Temple Development Corporation; and Aaron Temple (Case #A572394)**
Date: February 10, 2010
Attorneys: Gardner Jolley, David Malley - Jolley Urga Wirth Woodbury & Standish; Richard Scottie
Judge: Jessie Walsh
Our File No: 08-270
- **City National Bank vs. Vandoza Investments LLC and Charles Vanicek (Case #A-10-611624-B)**
Date: August 20, 2010
Attorneys: Justin L. Carley - Snell & Wilmer
Judge: Elizabeth Gonzalez
Our File No: 10-239
- **Bank of Nevada vs. Monterey Industrial, LLC; and Maria Guadalupe De Tostado, (Case #A-10-623435-C)**
Date: March 15, 2011
Attorney: Michael D. Mazur, ESQ
Judge: Jessie Walsh
- **Alliance Homes LLC (Bank of NV) vs. N. Las Vegas II, LLC; Frank T. Ferraro, Jr.; Christopher Paskvan; Tom Fehrman, (Case #A-10-610698-C)**
Date: April 15, 2011
Attorneys: H. Stanley Johnson, CJD Law Group LLC; James B. Ball, Poli and Ball, PLC
Judge: Nancy L. Allf

MATTHEW LUBAWY, MAI
TRIAL TESTIMONY (continued)

- Bank of Nevada vs. Pebble Pines, LLC and Quiet Moon, LLC, (Case #A-11-637410-C)
Date: June 3, 2011
Attorney: Stephanie Hardie Allen - Kaempfer Crowell Penshaw Gronauer & Florentino
Judge: Jerry A. Wiese
Our File No: 10-468
- NV Energy v. Copperfield Investment & Development Co.
(Case # A-09-604760-C) testified on behalf of Plaintiff
Date: October 27, 2011
Attorneys: Plaintiff attorney: Kirby Gruchow (Leach, Johnson, Song & Gruchow)
Defendant attorney: John M. Netzorg
Judge: Susan Johnson
- Bank of Nevada v. Classic Productions, LLC
(Case # A-10-626894-C) testified on behalf of Plaintiff
Date: August 27, 2012
Attorneys: Plaintiff attorney: Michael D. Mazur
Defendant attorney: Lucas M. Gjovig
Judge: Jerry A. Wiese
- Taylor Emanuel v. Richard Jones, et al.
(Case # A-10-611339-B) testified on behalf Defendant/Counter Claimant - Bank of Las Vegas
Date: August 28, 2012
Attorneys: Defendant/Counter Claimant attorney: Nicole Lovelock (Holland & Hart, LLP)
Plaintiff attorney: David J. Winterton
Judge: Elizabeth Gonzalez
- November 2005 Land Investors, LLC, et al. v. Nevada Power Co.
(Case # A-611150 - testified on behalf of Defendant - Nevada Power Company
Date: June 28 & July 1, 2013
Attorneys: Defendant: William E. Peterson & Janine C. Prupas, Snell & Wilmer (Snell & Wilmer, LLP)
Plaintiff attorney: J. Randall Jones & Eric M. Pepperman (Kemp, Jones & Coulthard, LLP) & Mark E. Farrario (Greenberg Traurig)

MATTHEW LUBAWY, MAI
TRIAL TESTIMONY (continued)

- **Branch Banking and Trust Company, et al., v. Joe D. Thomas, et al.,** (Case #A-12-670622-B)
Date: September 9, 2013
Attorneys: Gabriel Blumberg, Gordon Silver- Attorneys for Defendant; Allison Noto, Sylvester & Polednak, Attorneys for Plaintiff
Our File No: 13-0108-000

U.S. DISTRICT COURT

- **Kohlrautz vs. Oilmen Participation Corp.** (Case #CV-S-00-0042-RLH-PAL)
Date: December 18, 2007
Attorney: Kenneth Hogan
Judge: Roger L. Hunt
Our File No: 06-002 & 06-341
- **FDIC as receiver for Community Bank of Nevada vs. Glen Smith & Glen Development Company LLC** (Case #A575592)
Date: January 10, 2011
Attorneys: Spencer H. Gunnerson, Kemp, Jones & Coulthard; Aaron Shipley, McDonald Carano Willson
Judge: Elizabeth Gonzales
Our File No: 09-251

FEDERAL BANKRUPTCY COURT

- **International Bank of Commerce vs. Boulder Crossroads, LLC** (Bankruptcy Case #09-10381, Western District of Texas, Austin Division)
Date: August 26-28, 2009
Attorney: Sabrina L. Streusand, Streusand & Landon, LLP; Barbara M. Barron and Stephen W. Sather of Barron & Newburger, P.C.; Diann M. Bartek, Cox Smith Matthews Inc.
Judge: Craig A. Gargotta
Our File No: 09-129

MATTHEW LUBAWY, MAI
TRIAL TESTIMONY (continued)

- **Motion for Relief from Stay**
(Bankruptcy Case #09-11113-LBR, Las Vegas, Nevada)
Date: March 16, 2010
Attorney: Michael H. Singer on behalf of Overland Financial; David A. Riggi on behalf of Toros Yeranorian
Judge: Linda Riegel
Our File No: 09-106
- **Celtic Bank vs. Braelynn Land, LLC (Bankruptcy Case)**
Date: August 31, 2010
Attorney: Karl Y. Olsen of Parsons Behle & Latimer
Judge: Linda Riegel
Our File No: 09-382
- **Francis K. Poirier vs. Sean R. Harron and Elise M. Harron (Bankruptcy Case #09-22463-mkn)**
Date: November 9, 2010
Attorneys: Michael Stein and Erica J. Stutman of Snell & Wilmer
Chief Judge: Mike K. Nakagawa
Our File No: 1007-001C (Residential)
- **Francis K. Poirier vs. Sean R. Harron and Elise M. Harron (Bankruptcy Case #09-22463-mkn)**
Date: January 13, 2011
Attorneys: Michael Stein and Erica J. Stutman of Snell & Wilmer
Chief Judge: Mike K. Nakagawa
Our File No: 1007-001C (Residential)
- **Whitton Corporation (Case #BK-S-10-32680-BAM)**
Date: June 3, 2011
Attorneys: Rodney M. Jean and Mohamed A. Iqbal, Jr., (Lionel Sawyer Collins); David Snyder and Brett Axelrod (Fox Rothschild)
Judge: Bruce A. Markell

MATTHEW LUBAWY, MAI
TRIAL TESTIMONY (continued)

- **Marion Manor, LLC** (Bankruptcy Case No. BK-S-11-28020-BAM)
Date: February 28-29, 2011 and March 9, 2011
Attorneys: Tenille Pereira, (David J. Winterton & Associates, Ltd.) Debtor's
Attorneys; Lars K. Evensen, (Holland & Hart, LLP) Creditor's Attorney
Judge: Bruce A. Markell
Our File No: 11-272

EXHIBIT J

**Deposition of Susan Moses, Person Most
Knowledgeable of Nevada Association
Services, Inc.
(August 20, 2015)**

EXHIBIT J

Susan Moses August 20, 2015
Person Most Knowledgeable of Nevada Association Services, Inc.

1 EIGHTH JUDICIAL DISTRICT COURT

2 CLARK COUNTY, NEVADA

3

4

5 IGNACIO GUTIERREZ, an)
individual,)

6 Plaintiff,)

7 vs.) Case No. A-13-684715-C
Dept. No. XVII

8)

SFR INVESTMENTS POOL 1, LLC;)

9 NEVADA ASSOCIATION SERVICES,)

INC., HORIZON HEIGHTS)

10 HOMEOWNERS ASSOCIATION, KB)

HOME MORTGAGE COMPANY, a)

11 foreign corporation; DOE)

Individuals 1 through X; ROE)

12 Corporations and Organizations)

I through X,)

13 Defendants.)

14)

AND ALL RELATED CLAIMS)

15)

16)

17)

18)

19)

20)

21)

22)

23)

24)

25)

CERTIFIED
COPY

DEPOSITION OF SUSAN MOSES

PERSON MOST KNOWLEDGEABLE OF NEVADA ASSOCIATION SERVICES, INC.

Taken on Thursday, August 20, 2015

At 9:02 a.m.

Taken at All-American Court Reporters

1160 North Town Center Drive, Suite 300

Las Vegas, Nevada

24

25 Reported By: Gale Salerno, RMR, CCR No. 542

1 APPEARANCES:

2 For Bank of America, N.A., as Successor by Merger to
3 BAC Home Loans Servicing, LP fka Countrywide Home
4 Loans, Inc., incorrectly sued as Countrywide Home
5 Loans, Inc., and Nationstar Mortgage, LLC:

6 MELANIE MORGAN, ESQ.
7 Akerman, LLP
8 1160 Town Center Drive, Suite 330
9 Las Vegas, Nevada 89144
10 (702) 634-5000
11 melanie.morgan@akerman.com

12 For the Defendant, SFR Investments Pool 1, LLC:

13 DIANA S. CLINE, ESQ.
14 Howard Kim & Associates
15 1055 Whitney Ranch Drive, Suite 110
16 Henderson, Nevada 89014
17 (702) 485-3300
18 diana@hkimlaw.com

19 For the Deponent, Susan Moses, and the Defendant,
20 Nevada Association Services, Inc.:

21 RICHARD J. VILKIN, ESQ.
22 Law Offices of Richard Vilkin, P.C.
23 1286 Crimson Sage Avenue
24 Henderson, Nevada 89012
25 (702) 476-3211
vilkinlaw@cox.net

Also Present:

SAMAN HEIDARI, ESQ.
Howard Kim & Associates

Susan Moses August 20, 2015
Person Most Knowledgeable of Nevada Association Services, Inc.

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12	EXHIBITS	
13	Moses	Marked
14	Exhibit A	Deposition Subpoena 6
15	Exhibit B	Documents Produced by NAS, Bates 1 to 173 11

16		
17		
18		
19		
20		
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22		
23		
24		
25		

1 SUSAN MOSES,
2 having been first duly sworn, was
3 examined and testified as follows:
4
5

6 EXAMINATION

7 BY MS. MORGAN:

8 Q. Could you please state and spell your name.

9 A. Susan Moses. S-u-s-a-n, M-o-s-e-s.

10 Q. Is it okay if I call you Susan?

11 A. Yes.

12 Q. My name is Melanie Morgan. I represent
13 Nationstar Mortgage in this litigation.

14 What is your title?

15 A. I'm the paralegal at NAS, and I'm the
16 custodian of records.

17 Q. Have you ever had your deposition taken
18 before?

19 A. Yes.

20 Q. Approximately how many times?

21 A. Eight maybe; seven or eight.

22 Q. How many times within the last six months
23 or so?

24 A. Seven or eight.

25 Q. So it's all been recent?

1 homeowner subsequent to May 10th, 2012, absent

2 bringing it current, the account current, it would

3 have been listed on this?

4 A. If there were any payments made prior to
5 February 11th, 2013, they would have been listed on
6 here.

7 Q. Okay. Now, can you tell by looking only at
8 the notice of sale which portion of the amount stated
9 is for assessments?

10 A. No.

11 Q. Can you tell which portion is for interest?

12 A. No.

13 Q. Can you tell which portion is for late
14 fees?

15 A. No.

16 Q. Can you tell which portion is for
17 collection fees?

18 A. No.

19 Q. Can you tell which portion of the amount
20 stated is the super priority amount?

21 A. No.

22 Q. Which parties received a copy of this
23 notice of default -- I'm sorry, notice of sale?

24 A. If you look at your Bates number 78 and 79,
25 those are the receipts for the return receipt

1 requested, and it has all the people that received
2 the notice of foreclosure.

3 Q. And how were these companies and
4 individuals determined?

5 A. We would have gotten an updated title
6 report or a date-down.

7 Q. And can you show me in the file where that
8 updated date-down would be.

9 A. Here Bates number starting at 100.

10 Q. What's the date of that date-down report?

11 A. It looks like March 29th, 2013.

12 Q. And what day was the notice of sale mailed?

13 MR. VILKIN: Can I give her a page number?

14 MS. MORGAN: Sure.

15 MR. VILKIN: 80.

16 THE WITNESS: February 13th, 2013.

17 BY MS. MORGAN:

18 Q. Were there any other parties, other than
19 the parties listed on Bates 78 and 79, that received
20 a mailed copy of the notice of sale?

21 A. Just whoever was on the updated date-down
22 should be on -- it should be who the notice of
23 foreclosure sale went to.

24 Q. And those people are reflected on -- those
25 people, I also mean businesses, entities, are also

1 reflected on Bates 78 and 79; is that correct?

2 A. I could go through and check and make sure,
3 like check them off. I can't tell just by looking
4 at -- I can look at each one and check it off.

5 Q. No, that's okay. I'm just trying to figure
6 out did any parties, other than those listed in 78
7 and 79, receive a copy of the notice of sale by
8 certified mail?

9 A. Shouldn't be.

10 Q. Was it NAS's procedure to check the
11 Recorder's website for any assignments of the deed of
12 trust to determine whether any new parties need to be
13 noticed?

14 A. To actually check the website? I don't
15 think so.

16 Q. So NAS would rely on the date-down report?

17 A. Yes.

18 Q. Do you have any documentation in the file
19 showing that the notice of sale was mailed to
20 Nationstar Mortgage?

21 A. It just would have been those documents
22 that we looked at, if it was mailed.

23 Q. So if Nationstar wasn't listed, then they
24 weren't mailed a copy?

25 A. If Nationstar wasn't on the updated

1 date-down, then they weren't mailed a copy.

2 Q. And if they weren't reflected on the --

3 A. I mean, as far as I know.

4 Q. -- on the evidence of mailings, then they
5 did receive a copy?

6 A. Can you ask that again?

7 Q. Sure. If Nationstar wasn't listed on the
8 receipts for certified mail, then they weren't mailed
9 a copy? Because you keep receipts --

10 A. Correct.

11 Q. -- of everybody who gets a copy; is that
12 correct?

13 A. Correct.

14 Q. And that's the same for the notice of
15 default; is that correct?

16 A. It goes off of the title report for the
17 ten-day. I mean, it all goes off of that.

18 Q. If we look at page 84, are you familiar
19 with this document?

20 A. Yes.

21 Q. What is this document?

22 A. It's an e-mail.

23 Q. From who to who?

24 A. It's from Misty Blanchard to -- I can't
25 tell. Kapell@rpmginc.com.

1 CERTIFICATE OF REPORTER

2 I, the undersigned, a Certified Shorthand
3 Reporter of the State of Nevada, do hereby certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were duly sworn; that a record
8 of the proceedings was made by me using machine
9 shorthand which was thereafter transcribed under my
10 direction; that the foregoing transcript is a true
11 record of the testimony given to the best of my
12 ability.

13 Further, that before completion of the
14 proceedings, review of the transcript [] was
15 [X] was not requested pursuant to NRCP 30(e).

16 I further certify I am neither financially
17 interested in the action, nor a relative or employee
18 of any attorney or party to this action.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

21
22 Dated: August 20, 2015

23
24 
25 GALE SALERNO, RMR, CCR #542

7196 9008 9111 5876 0992

7196 9008 9111 5876 1005

TO:
BANK OF AMERICA, N.A.
MIN 1000721-1140028613-0
8609 WESTWOOD CENTER
VIENNA, VA 22183

TO:
IGNACIO GUTIERREZ
668 MOONLIGHT STROLL ST.
HENDERSON, NV 89002-0505

SENDER: TS No.: N71680

SENDER: TS No.: N71680

REFERENCE:

REFERENCE:

PS Form 3800, January 2005		5.21	PS Form 3800, January 2005		5.21
RETURN RECEIPT SERVICE	Postage		RETURN RECEIPT SERVICE	Postage	
	Certified Fee			Certified Fee	
	Return Receipt Fee			Return Receipt Fee	
	Restricted Delivery			Restricted Delivery	
	Total Postage & Fees			Total Postage & Fees	

US Postal Service® Receipt for Certified Mail™ <small>No Insurance Coverage Provided Do Not Use for International Mail</small>	POSTMARK OR DATE	US Postal Service® Receipt for Certified Mail™ <small>No Insurance Coverage Provided Do Not Use for International Mail</small>	POSTMARK OR DATE
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7196 9008 9111 5876 0978

7196 9008 9111 5876 0985

TO:
MERS
MIN 100072111400286155
P.O. BOX 2026
FLINT, MI 48501-2026

TO:
KB HOME MORTGAGE COMPANY
MIN 100072111400286155
7660 S. INDUSTRIAL ROAD, STE. 20
LAS VEGAS, NV 89139

SENDER: TS No.: N71680

SENDER: TS No.: N71680

REFERENCE:

REFERENCE:

PS Form 3800, January 2005		5.21	PS Form 3800, January 2005		5.21
RETURN RECEIPT SERVICE	Postage		RETURN RECEIPT SERVICE	Postage	
	Certified Fee			Certified Fee	
	Return Receipt Fee			Return Receipt Fee	
	Restricted Delivery			Restricted Delivery	
	Total Postage & Fees			Total Postage & Fees	

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NAS000078

JA_1531

7196 9008 9111 5876 0734

7196 9008 9111 5876 0734

TO:
DEPARTMENT OF CHILD
SUPPORT SERVICES
CASE NO. 0078979
P.O. BOX 1879
LAKEPORT, CA 95453-1679

TO:
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
MIN 100072111400286155
G4318 MILLER ROAD
FLINT, MI 48501-2026

SENDER: TS No.: N71680

SENDER: TS No.: N71680

REFERENCE:

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

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**Receipt for
Certified Mail™**
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

US Postal Service®
**Receipt for
Certified Mail™**
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 5876 0930

7196 9008 9111 5876 0947

TO:
State of Nevada
Ombudsman for Common-Interest Con
2501 East Sahara Avenue, #102
Las Vegas, Nevada 89104

TO:
Horizon Heights
c/o Chantal Delisle
Real Properties Management Group
P.O. Box 95606
Las Vegas, NV 89193-5606

SENDER: TS No.: N71680

SENDER: TS No.: N71680

REFERENCE:

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

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Certified Mail™**
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

NAS000079

JA_1532

EXHIBIT K

FHFA's Statement on HOA Super-Priority Lien Foreclosures (April 21, 2015)

EXHIBIT K



Statement

Statement on HOA Super-Priority Lien Foreclosures

FOR IMMEDIATE RELEASE

4/21/2015

Title 12 United States Code Section 4617(j)(3) states that, while the Federal Housing Finance Agency acts as Conservator, “[no] property of the Agency shall be subject to levy, attachment, garnishment, foreclosure, or sale without the consent of the Agency.” This law precludes involuntary extinguishment of Fannie Mae or Freddie Mac liens while they are operating in conservatorships and preempts any state law that purports to allow holders of homeownership association (HOA) liens to extinguish a Fannie Mae or Freddie Mac lien, security interest, or other property interest.

As noted in our December 22, 2014 statement on certain super-priority liens, FHFA has an obligation to protect Fannie Mae's and Freddie Mac's rights, and will aggressively do so by bringing or supporting actions to contest HOA foreclosures that purport to extinguish Enterprise property interests in a manner that contravenes federal law. Consequently, FHFA confirms that it has not consented, and will not consent in the future, to the foreclosure or other extinguishment of any Fannie Mae or Freddie Mac lien or other property interest in connection with HOA foreclosures of super-priority liens.

12/22/2014: [Statement of the Federal Housing Finance Agency on Certain Super-Priority Liens](#)

###

The Federal Housing Finance Agency regulates Fannie Mae, Freddie Mac and the 12 Federal Home Loan Banks. These government-sponsored enterprises provide more than \$5.6 trillion in funding for the U.S. mortgage markets and financial institutions. Additional information is available at www.FHFA.gov, on Twitter [@FHFA](#), [YouTube](#) and [LinkedIn](#).

Contacts:

Media: Corinne Russell (202) 649-3032 / Stefanie Johnson (202) 649-3030

Consumers: [Consumer Communications](#) or (202) 649-3811

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EXHIBIT L

**FHFA Statement on Servicer Reliance on the
Housing and Economic Recovery Act of 2008
(August 28, 2015)**

EXHIBIT L



Federal Housing Finance Agency

August 28, 2015

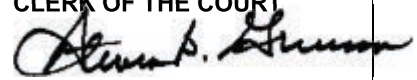
Servicer Reliance on the Housing and Economic Recovery Act of 2008 in Foreclosures Involving Homeownership Associations

As noted in the December 22, 2014 and April 21, 2015 statements on certain super-priority liens, the Federal Housing Finance Agency has an obligation to protect Fannie Mae's and Freddie Mac's property rights. FHFA will aggressively do so by bringing or supporting actions to contest common ownership association (commonly known as HOAs) foreclosures that purport to extinguish Enterprise property interests in a manner that contravenes federal law.

This statement confirms that FHFA supports the reliance on Title 12 United States Code Section 4617(j)(3) in litigation by authorized servicers of the Enterprises to preclude the purported involuntary extinguishment of an Enterprise's property interest by an HOA foreclosure sale.

Alfred M. Pollard
General Counsel
Federal Housing Finance Agency

TAB 32



OPPN

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Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for SFR Investments Pool 1, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVICES, INC.;
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION; KB HOME MORTGAGE
COMPANY, a foreign corporation, DOE
Individuals I through X, ROE Corporations and
Organizations I through X,

Defendants.

Case No. A-13-684715-C

Dept. No. XVII

**SFR INVESTMENTS POOL 1, LLC'S
OPPOSITION TO NATIONSTAR
MORTGAGE, LLC'S MOTION FOR
SUMMARY JUDGEMENT, RENEWED
COUNTERMOTION TO STRIKE OR IN
THE ALTERNATIVE,
COUNTERMOTION FOR RULE 56(d)
RELIEF**

Hearing Date: August 26, 2020

Hearing Time: 10:00 a.m.

SFR INVESTMENTS POOL 1, LLC, Nevada
limited liability company,

Counter-Claimant and Third Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a
Delaware limited liability company;
COUNTRYWIDE HOME LOANS, INC., A
FOREIGN CORPORATION; DOES I-X; and
ROES 1-10, inclusive,

Counter-Defendant/ Third Party Defendants

1 SFR Investments Pool 1, LLC (“SFR”) hereby opposes Nationstar Mortgage, LLC’s
2 motion for summary judgment and files its renewed countermotion to strike and for rule 56(d)
3 relief. This opposition and countermotion is based on the pleadings and papers on file herein,
4 SFR’s previous motion to strike, its supplemental briefing after remand, and its response to
5 Nationstar’s supplemental brief after remand as if incorporated herein, the following memorandum
6 of points and authorities, the Declaration of Diana S. Ebron, Esq. (“Ebron Decl.”), attached as
7 **Exhibit 1** and any oral argument this Court should entertain.

8 **I. INTRODUCTION**

9 This Court should strike the Declaration of Dean Meyer because Nationstar and Freddie
10 Mac obstructed SFR’s ability to conduct meaningful discovery into the declaration—the supposed
11 measure that was supposed to mitigate the harm caused to SFR by the non-disclosure of Dean
12 Meyer. Either way, Nationstar’s motion for summary judgment must be denied because questions
13 of material fact remain as to Freddie Mac’s purported ownership and the purported agency
14 relationship between Freddie Mac and Nationstar at the time it filed litigation and at the time of
15 the sale.

16 But even if the motion for summary judgment were to be denied without SFR being able
17 to conduct the discovery to which it is entitled, if the Meyer Declaration and attached documents
18 are not stricken, SFR would still need to complete discovery before trial. Therefore, to the extent
19 the Meyer Declaration is not stricken the Court should grant SFR’s request for Rule 56(d) relief
20 and continue the decision on Nationstar’s motion for summary judgment. The Court should compel
21 the production of the original, wet-ink signature promissory note, the production of the subpoenaed
22 documents by Freddie Mac and a deposition testimony regarding the subpoenaed documents.

23 **II. RENEWED COUNTERMOTION TO STRIKE**

24 SFR incorporates its previous motion to strike, supplemental briefing after remand, and
25 response to Nationstar’s supplemental brief after remand and motion to compel as if incorporated
26 fully herein.

27 When this case was *first* remanded from the Nevada Supreme Court, the entire case hinged
28 on whether Nationstar could prove two things: (1) that Freddie Mac owned the loan at the time of

1 the Association foreclosure sale and (2) that Nationstar had and has an agency relationship with
2 Freddie Mac.

3 The *second* time this case was remanded from the Nevada Supreme Court, it was to
4 determine if the Court found Nationstar's failure to disclose Freddie Mac "harmless." The failure
5 to disclose was not harmless, and, due to Nationstar's and Freddie Mac's obstructive behavior, the
6 harm has not been mitigated. Rather than strike the undisclosed declaration of undisclosed witness
7 for Freddie Mac, this Court required Nationstar to allow discovery into the testimony and
8 documents attached to the declaration.

9 **But, first, Nationstar refused to produce Freddie Mac without a subpoena. Then—**
10 **without obtaining a protective order—Freddie Mac refused to produce the documents SFR**
11 **subpoenaed and refused to prepare for the topics listed in the notice.** The summary screen
12 shots attached to the declaration of Dean Meyer may have been considered "sufficient" by courts
13 when not challenged, but this does not preclude discovery into the actual documents upon which
14 the summary screen shots are based. If the Nevada Supreme Court did not intend for SFR to have
15 the opportunity to challenge these summary screen shots, it would not have remanded. Freddie
16 Mac's and Nationstar's refusal to cooperate in discovery warrants striking the Meyer declaration
17 since SFR has been hindered again by their failure to follow the rules. SFR requests this Court find
18 that the failure to disclose was not harmless, nor substantially justified and that Nationstar's and
19 Freddie Mac's refusal to participate in discovery means that the harm could not be mitigated.

20 **III. OBJECTION TO REQUEST FOR JUDICIAL NOTICE**

21 **A. Recorded Documents**

22 SFR does not object to the Court taking judicial notice of the fact Nationstar's exhibits
23 (publicly recorded documents purporting to pertain to the Property's title) were recorded on the
24 dates provided therein. But, SFR objects to Nationstar's request if it intends to use the documents
25 to establish the truth or falsity of facts therein. Mere recording of a document does not guarantee
26 its accuracy or the authenticity.

27 ...

28 ...

1 **B. Documents Related to Standing and Ownership of Note and Deed of Trust.**

2 SFR challenges: (1) Nationstar's and non-party Freddie Mac's standing to enforce the
3 alleged promissory note/loan and deed of trust ("DOT"); (2) Nationstar's assertion Freddie Mac
4 owns or has any interest in the DOT; and (3) the facts in the assignment of the DOT to the extent
5 they are offered as proof of ownership or standing to enforce the Note and DOT. In these types of
6 cases, documents recorded against a property by banks—particularly assignments of deeds of
7 trust—cannot always be trusted, **and these issues arise at any time.**¹

8 **C. Objection to Request for Judicial Notice of the Purported Press Release.**

9 **1. The press release is irrelevant.**

10 The document upon which Nationstar seeks this Court take judicial notice² is dated April
11 21, 2015 and the sale took place in 2013. Nationstar cannot produce a document that makes no
12 reference to the Property, dated long after the sale, and allege this document is relevant to the
13 subject litigation.

14 **2. The press release is unauthenticated and not subject to judicial notice.**

15 The unauthenticated hearsay press release cannot support the Nationstar's motion for
16 summary judgment.³ A court can only consider admissible evidence on summary judgment, it
17 must be authenticated before it can be considered, and authentication requires the proponent to
18 produce evidence "sufficient to support a finding that the item is what its proponent claims."⁴
19 Printouts from websites are not self-authenticating, cannot be admitted without foundation, do not
20 bear the necessary indicia of reliability, and at the very least require an authenticating affidavit
21 from someone with knowledge like a webmaster.⁵ Nationstar provides no qualified testimony of:

22 ¹ See Ebron Decl. for examples of serious misconduct by mortgage holders and servicers that cast
23 doubt upon the validity of documents underlying their property transactions.

24 ² See FHFA Statement on HOA Super-Priority Lien Foreclosures, Exhibit K to Nationstar's MSJ.

25 ³ See *Silver State Intellectual Tech., Inc. v. Garmin Intern., Inc.*, 32 F.Supp.3d 1155, 1170 (D.
26 Nev., 2014) ("The ... press release ... is unauthenticated hearsay which cannot support a summary
27 judgment motion.")

28 ⁴ *Orr v. Bank of Am., NT & SA*, 285 F.3d 764, 773 (9th Cir. 2002).

⁵ See, e.g., *In re Homestore.com., Inc. v. Securities Litigation*, 347 F.Supp.2d 769 (C.D.Cal.2004)
(website printouts not self-authenticating, and require a declaration of webmaster or someone else
with personal knowledge of content and posting); *Kincade v. State*, 2014 WL 6609504, at *7 (Nev.
2014) (unpublished) (authentication requires witness with first-hand knowledge as to how and

(1) who authored the document; (2) whether the author was acting under FHFA authority; (3) when it was posted on online, if at all; and (4) when it was allegedly downloaded.

The offered “fact”—*i.e.*, FHFA lack of consent to foreclosure or extinguishment of property interest—is not “generally known within the territorial jurisdiction of this court,” nor “capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned,” and not subject to judicial notice.

3. The press release is inadmissible hearsay.

The purported press release is inadmissible hearsay. It is offered for its truth⁶—*i.e.*, lack of FHFA consent—and does not fall under any hearsay exceptions. It does not qualify under the public records exception because it lacks reliability and trustworthiness as it does not identify any author or FHFA official with policymaking authority. It is not a record or statement of a public office made under a legal duty to report in a civil or criminal matter.

Additionally, the purported press release is inadmissible hearsay as it was created for purposes of litigation.⁷ As of the date of the purported press release, FHFA had pending cases in Nevada. The purported press release in turn references a December 22, 2014 press release which contains a party admission by the FHFA that it is “concerned about state actions to create super-priority liens” and cites to related litigation such as the *SFR* decision.⁸ The 2015 press release itself discusses an intent to litigate by “bringing or supporting actions to contest HOA foreclosures.”

IV. DISPUTED FACTS

Disputed Fact #1: Freddie Mac has owned the loan since 2005.

SFR disputes that Freddie Mac has owned the loan underlying the Deed of Trust since 2005. **First**, the recorded documents contradict the idea that Freddie Mac owned the loan at the

when it was downloaded); *Adobe Sys. Inc. v. Christenson*, No. 2:10-CV-00422-LRH, 2011 WL 540278, at *9 (D. Nev. Feb. 7, 2011) (same)

⁶ See *Silver State*, 32 F. Supp. 3d at 1170 (“[T]he news release is authentic, **it is hearsay to the extent Garmin seeks to offer it for the truth of the matter asserted.**” (Emphasis added).

⁷ See *Clark v. City of Los Angeles*, 650 F.2d 1033, 1037 (9th Cir.1981)) (finding document was hearsay not covered by business records exceptions because “[i]t was expressly made for the purpose of litigation.)

⁸ See December 22, 2014 Statement, Ebron Decl, **Exhibit 1-M**.

1 time of the sale. Freddie Mac was never the named beneficiary and nothing in the public record
2 suggests Freddie Mac had any interest in the loan or Deed of Trust. Here, the Deed of Trust “together
3 with the note(s) and obligations therein described” was purportedly assigned to Bank of America, N.A.
4 as successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing
5 LP on April 17, 2012 and then to Nationstar. These assignments demonstrates that Freddie did not own
6 the note at the time of the foreclosure sale.

7 The footer at the bottom of the page that mentions Fannie Mae and Freddie Mac is
8 admittedly not proof that Fannie Mae or Freddie Mac ever owned the loan or deed of trust. Instead,
9 it is merely a form that many lenders use whether or not they intend to sell the loan to either entity
10 at some point in the future.

11 **Second**, the Court should not consider the Meyer Declaration and attached documents
12 because Nationstar and Freddie Mac obstructed SFR’s ability to seek discovery into the veracity
13 of the statements and documents attached. Additionally, the documents are questionable on their
14 face. The summary screenshots themselves are not relevant because they were printed in 2017, not
15 anywhere near the time of the 2013 sale.

16 **Third**, if the Court does consider the Meyer Declaration, questions of material fact remain
17 about the veracity of the statements in the declaration and the relevance of the documents. For
18 example, SFR was able to obtain a portion of the documents it subpoenaed from MERS regarding
19 the loan.⁹ MERS is the registration and tracking system that banks use instead of recording every
20 assignment of the Deed of Trust in the public records. The MERS system tracks both the transfer
21 of servicing rights and the transfer of the investor rights. The investor is the owner of the loan. The
22 servicer is the entity that conducts the day-to-day operation of the loan, interacting with the
23 borrower, collecting payments, and protecting the deed of trust. **The MERS milestones in this**
24 **case contradict the Meyer Declaration in that it does not show Freddie Mac obtaining an**
25 **interest in 2005.** The loan in this case was originated by KB Home Mortgage Corporation.

26
27 ⁹ Due to problems beyond SFR’s control including problems obtaining a subpoena from Virginia
28 during the pandemic and subsequent service issues that SFR only became aware of after it was too
late to reserve the subpoena.

1 According to the MERS milestones, in 2005, the beneficial rights were transferred from KB Home
2 Mortgage Company to Bank of America, N.A., not Freddie Mac. The servicing rights were not
3 transferred from KB Home Mortgage Company to Bank of America, N.A. until 2007. In addition,
4 there was no transfer in the MERS system to Freddie Mac until April 24, 2012. Nationstar is not
5 mentioned anywhere in the MERS milestones.

6 **Fourth**, the summary screen shots attached to the Meyer Declaration are supposedly based
7 on contracts which would constitute the higher evidence that Freddie Mac actually paid value for
8 a transfer of the promissory note underlying the Deed of Trust. If Freddie Mac purchased the loan
9 from Bank of America, then it should have a contract. Freddie Mac refused to produce any contract
10 with Bank of America.

11 **Fifth**, summary screen shots show the loan as “inactive” beginning in 2012. According to
12 the servicing guide, “Inactivation is the process the Servicer may complete to suspend remitting
13 funds to Freddie mac for a Mortgage in foreclosure.” However, there are no publicly recorded
14 documents evidencing a foreclosure.

15 **Sixth**, SFR disputes that Freddie Mac is the owner of the note/deed of trust because
16 Nationstar has not produced the original, wet-ink signature promissory note on Freddie Mac’s
17 behalf.

18 **Disputed Fact #2: Freddie Mac’s alleged servicing relationship with Nationstar.**

19 SFR disputes the alleged servicing relationship between Freddie Mac and Nationstar. No
20 contact has been produced, and the Guide is not a document signed by the parties to create the
21 contractual relationship. Further, the screen shot purporting to show Nationstar as the current
22 servicer is also questionable because it contradicts Nationstar’s sworn testimony that it purportedly
23 has a written power of attorney with Freddie Mac. *See* Ex.4 to Bank’s Ex. B (noting “NO” next to
24 “Power of Attorney). The purported “Loan StatusManager Mortgage Payment History Report”
25 attached as Ex. 5 to Bank’s Ex. B, has disappearing columns, numbers that simply do not add up
26 and was also generated in July 2017. Further, the same document shows the loan as “inactive” in
27 November 2012, before the foreclosure sale and shortly after Nationstar was supposed to have
28 become the servicer.

Disputed Fact #3: Freddie Mac's alleged servicing relationship with Bank of America, N.A.

SFR disputes BANA's purported servicing relationship with Freddie Mac. Bank of America, N.A. did not become involved in the loan until it was the successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP. This merger did not happen until July 2011, so Freddie Mac could not have purchased the loan from Bank of America, N.A. The idea that Bank of America, N.A. serviced the loan since August 22, 2005 is equally problematic, given the language in the assignment. The screen shot purporting to show Nationstar as the current servicer is also questionable because it contradicts Nationstar's sworn testimony that it has a written power of attorney with Freddie Mac.

Disputed Fact #4: Nationstar's purported non-receipt of the Association's Notice of Sale.

If Nationstar and Freddie Mac are to be believed, both BANA and MERS are continually bound by the Servicing Guide, even after a transfer of the beneficial rights in the Deed of Trust or a transfer of the servicing rights. This obligation would require both BANA and MERS to forward any foreclosure notices to any subsequent agent of Freddie Mac, including Nationstar. Further, no evidence has been presented that Nationstar would have taken any different action if the notice of sale was mailed directly to it, rather than being forwarded from BANA and/or MERS.

Disputed Fact #5: The purported value of the Property at the time of the Association foreclosure sale.

SFR disputes Nationstar's valuation of the Property. The Property was sold at public auction and the price the market was willing to pay was the price of the highest bid. Further, the expert report attached to Nationstar's motion is unauthenticated, inadmissible hearsay.

V. LEGAL ARGUMENT

A. Nationstar Has Not Proved the Applicability of 12 U.S.C. 4617(j)(3)

Berezovsky and its progeny are based on a simple principle: for Freddie Mac (or its agent) to assert a § 4617(j)(3) claim, it must prove its purported "property interest is valid and enforceable under Nevada law," and this purported "interest" is that of the FHFA, based on the FHFA's

1 acquisition of Freddie Mac's property interest.¹⁰ *Berezovsky* makes clear invocation of §
2 4617(j)(3) is contingent upon "the note owner's power to enforce its interest under the security
3 instrument."¹¹ Proving Freddie Mac has "power to enforce" interest under the "security
4 instrument"—*i.e.*, the Deed of Trust—means proving Freddie Mac has the power to foreclose.
5 *Berezovsky* makes this clear when discussing cases such as the instant one where the note and Deed
6 of Trust are split: "an 'agency relationship' with the recorded beneficiary **preserves the note**
7 **owner's power to enforce its interest under the security instrument, because the note owner**
8 **can direct the beneficiary to foreclose on its behalf."**¹²

9 *Daisy Trust* suggests that because a quiet title claim is not an action to enforce the
10 promissory note, screen shots produced in that case were sufficient to prove ownership. However,
11 since the *Daisy Trust* opinion was issued, the Ninth Circuit provided clarification on the
12 classification of a claim based on 4617(j)(3). In *M&T Bank and Federal Home Loan Mortgage*
13 *Corporation v. SFR Investments Pool, LLC* 2020 WL 3458978 (9th Cir. June 25, 2020) ("*M&T*
14 *Bank*") characterizes a quiet title claim based on 4617(j)(3) as a claim sounding in contract. If
15 Nationstar's claims are entirely "dependent" on contract—Freddie Mac's purported lien interest
16 through the promissory note, any custodial agreement and any contract with the beneficiary of the
17 Deed of Trust—as the *M&T Bank* Court held,¹³ then it necessarily follows that SFR must get
18 further discovery into those documents.

19 To prevail in this case, Nationstar must prove the applicability of 12 U.S.C. 4617(j)(3) by
20 showing: (1) that Freddie Mac owned the loan at the time of the Association foreclosure sale and
21 (2) that Nationstar had and has an agency relationship with Freddie Mac.

22 **B. Nationstar Failed to Prove Ownership of the Note By Freddie Mac**

23 To own the loan, Freddie Mac had to give value for the negotiation of the promissory note.
24 Under Nevada law, "[a] mortgage note is a negotiable instrument, and any negotiation of a
25

26 ¹⁰ *Berezovsky*, 869 F.3d at 926-27, 932.

27 ¹¹ *Berezovsky*, 869 F.3d at 932.

28 ¹² *Id.* (emphasis added).

¹³ *M&T Bank*, 2020 WL 3458978 at *3.

1 mortgage note must be done in accordance with Article 3.”¹⁴ “The note represents the right to the
2 repayment of the debt, while the [deed of trust] ... represents the security interest in the property
3 that is being used to secure the note.”¹⁵ Importantly, **the Nevada Supreme Court has referred**
4 **to the transfer of a promissory note as following “the ownership of the note.”**¹⁶

5 Pursuant to NRS 104.3203, when a note is “transferred for value, and the transferee does
6 not become a holder because of lack of endorsement by the transferor, the **transferee has a**
7 **specifically enforceable right to the unqualified endorsement** of the transferor, but negotiation
8 of the instrument does not occur until the endorsement is made.”¹⁷ Again, this means that if
9 Freddie Mac does not have the ability to require production of the original note with the necessary
10 endorsements, Freddie Mac is not the owner of the note.

11 “A note can be made payable to bearer or payable to order.”¹⁸ “If the note is payable to
12 bearer, that ‘indicates that the person in possession of the promise or order is entitled to
13 payment.’”¹⁹ “However, ‘[a] promise or order that is not payable to bearer is payable to order if it
14 is payable to the order of an identified person.... A promise or order that is payable to order is
15 payable to the identified person.’”²⁰ If Freddie Mac is truly the owner of the note, any holder of
16 the note would be beholden to Freddie Mac, which would require the holder to provide the original
17 promissory note to Freddie Mac upon request. If Freddie Mac cannot require the holder of the note
18 (who is purportedly not also the owner) to produce the original promissory note and explain any
19

20 ¹⁴ *Leyva v. Nat'l Default Servicing Corp.*, 127 Nev. 470, 255 P.3d 1275, 1280 (2011).

21 ¹⁵ *Edelstein v. Bank of New York Mellon*, 128 Nev. 505, 512, 286 P.3d 249, 254 (2012).

22 ¹⁶ “Under the traditional rule, a court need **follow only the ownership of the note**, not the
23 corresponding deed of trust, to determine who has standing to foreclose. Specifically, ‘when a note
24 secured by a mortgage is transferred, “transfer of the note carries with it the security, without any
25 formal assignment or delivery, or even mention of the latter.” ’” *Edelstein v. Bank of New York*
26 *Mellon*, 128 Nev. 505, 517, 286 P.3d 249, 257 (2012)(emphasis added)

27 ¹⁷ (emphasis added). NRS 104.3203 (“Unless otherwise agreed, if an instrument is transferred for
28 value and the transferee does not become a holder because of lack of endorsement by the transferor,
the transferee has a specifically enforceable right to the unqualified endorsement of the transferor,
but negotiation of the instrument does not occur until the endorsement is made.”)

¹⁸ *Id. citing* NRS 104.3109.

¹⁹ *Id. citing* NRS 104.3109(1)(a).

²⁰ *Id. citing* NRS 104.3109(2).

1 endorsements, Freddie Mac is not actually the owner of the note. In this case, Freddie Mac
2 confirmed it does not hold the promissory note and refused to identify any custodial agreement or
3 the entity that does hold the promissory note.

4 As SFR was never given the opportunity to review the promissory note here, SFR sets forth
5 now an example of discrepancies arising in a note in another case. In *Chersus v. Bank of New York*
6 *Mellon*,²¹ Freddie Mac represented that the original promissory note was held by their document
7 custodian in Delaware, however, the original promissory note was brought to trial and the bank's
8 witness testified that M&T Bank had possession of the note the entire time. Further, the note should
9 have had a blank endorsement by Countrywide, however, M&T Bank completed the endorsement
10 and ended up transferring the note to itself. Based thereon, the trial court determined that M&T
11 Bank failed to prove Freddie Mac owned the loan, ruling that the Federal Foreclosure Bar did not
12 prevent extinguishment of the deed of trust.

13 Not only was the promissory note **not** in the possession of Freddie Mac's document
14 custodian, but the note was also **specialy endorsed** to M&T Bank, not Freddie Mac. In other
15 words, the promissory note was owned by M&T Bank, **not Freddie Mac**. In that circumstance,
16 the promissory note is **not** Freddie Mac's property, nor is it property of the Agency for purposes
17 of 12 U.S.C. § 4617(j)(3). Therefore, 4617(j)(3) was inapplicable and the deed of trust was
18 extinguished by the association's foreclosure sale.

19 Worse still, Freddie Mac admits it never takes possession of the original note. Freddie
20 Mac's states its practice is not to verify the existence or receipt of the original, wet-ink signature
21 promissory notes. Instead, Freddie Mac apparently hires the seller of the loan to also be the
22 "document custodian." Freddie Mac's 30(b)(6) witness in this case refused to look for the identity
23 of such a document custodian despite it being a topic in the deposition notice. In another case,
24 Freddie Mac has admitted it does not even have *control* of the original notes. This may be why
25 servicer Taylor Bean & Whitaker was able to market fake loans and sell the same loans to more
26 than one entity, including Fannie Mae and Freddie Mac.

27 _____
28 ²¹ *Chersus Holdings, LLC v. Bank of New York Mellon*, A-14-707553-C (Nev. Dist. Ct. August 11, 2019).

Thus, without having produced the original, wet-ink signature promissory note, summary judgment would be inappropriate, as the Court is unable to determine if, in fact, Freddie Mac has the promissory note, or, similar to *Chersus*, Freddie Mac has no ownership interest in the promissory note whatsoever.

Here, if Freddie Mac is the owner (or holder) of the note in this case, the original note should be endorsed in blank and in the possession of either Freddie Mac or someone it has the ability to reclaim the promissory note from based on a contractual agency relationship. The characterization of Nationstar's claim as a contract claim by the Ninth Circuit requires production of the original contracts to show applicability of 4617(j)(3).

C. Nationstar Failed to Prove Its Agency Relationship and Standing to Raise 4617(j)(3)

Black's Law Dictionary defines "agent" as "[s]omeone who is authorized to act for or in place of another; a representative."²² Generally, "[a]n agency relationship results when one person possesses the contractual right to control another's manner of performing the duties for which he or she was hired."²³ Nationstar's motion is contingent upon provisions of an alleged contract that meets *Berezovsky's* requirement of a principal/agent relationship and specific powers between them for their § 4617(j)(3) claim. The rule of completeness is designed to "avert misunderstanding or distortion caused by introduction of only part of a document," and to prevent the Court from being misled at summary judgment.²⁴ Nationstar's reliance upon an agreement to invoke § 4617(j)(3) makes the entire agreement relevant and admissible.²⁵

²² *Dezzani v. Kern & Assocs., Ltd.*, 134 Nev. Adv. Op. 9, 412 P.3d 56, 61 (2018), *reh'g denied* (Apr. 27, 2018) (citing Agent, Black's Law Dictionary (10th ed. 2014)).

²³ *Id.* (quoting *Hamm v. Arrowcreek Homeowners' Ass'n*, 124 Nev. 290, 299, 183 P.3d 895, 902 (2008)).

²⁴ *United States v. Vallejos*, 742 F.3d 902, 905 (9th Cir.2014) (internal quotation marks omitted); *see also Lopez v. Delta Int'l Mach. Corp.*, 312 F. Supp. 3d 1115, 1155 (D.N.M. 2018) ("[T]he rule of completeness—guarding against deception—is appropriate at the summary judgment phase. **A judge, just like a jury, should not be misled, especially on a dispositive motion.** ('[T]he rule functions as a defensive shield against potentially misleading evidence proffered by an opposing party.')" (Emphasis added, citation omitted).

²⁵ *See Beech Aircraft Corp. v. Rainey*, 488 U.S. 153, 172 (1988) ("when one party has made use of a portion of a document, such that misunderstanding or distortion can be averted only through presentation of another portion, the material required for completeness is ipso facto relevant."); *see also Morrill v. Tehama Consol. Mill & Mining Co.*, 10 Nev. 125, 129 (1875).

Further, when a party relies on summaries of the contents of voluminous writings, such as the summary screen shots attached to the Meyer declaration, NRS 52.275 requires that “originals shall be made available for examination or copying, or both, by other parties at a reasonable time and place.” Even if the Court considers the inadmissible summary screen shots, which it should not, Nationstar’s failure to present an *original complete* agreement showing an agency relationship with Freddie Mac violates the rule of completeness²⁶ and best evidence rule. While the publicly-available Guide may be incorporated into a servicing relationship, the Guide itself references a separate contract—the Guide is not the contract. All told, Nationstar has failed to prove the existence of an agreement establishing § 4617(j)(3)’s prerequisites, has not proved its standing to raise 4617(j)(3) and cannot prevail.

D. Nationstar Has Not Proven It is Entitled to Set Aside the Foreclosure Sale Based on Fraud, Oppression or Unfairness

This Court has already found the sale proper and the Nevada Supreme Court twice remanded solely to allow the Bank to try to prove Freddie Mac’s ownership and Nationstar’s purported servicing relationship to FHFA. Despite this, Nationstar argues that because NAS did not mail the notice of sale to it, the sale is void or is unfair. It cites Resources Group for this proposition. *U.S. Bank National Association ND v Resources Group, LLC*, 135 Nev. 199, 444 P.3d 442 (2019). The problem with this argument is that Nationstar does not assert it had no knowledge of the sale. It simply makes a blanket statement that it was prejudiced. But, that is not the standard. In *West Sunset 2050 Trust v. Nationstar Mortgage, LLC*, the Nevada Supreme Court held that a failure to allege prejudice as a result of the mailing deficit dooms its claim. 134 Nev. 352, 354,, 420 P.3d 1032, 1035 (2018). And, in *Schlieing v Cap One, Inc.*, 130 Nev. 323, 330-31, 326 P3d 4, 8-9 (2014) the court affirmed a district court’s decision that the failure to prove prejudice from a notice defect corrected or made non-prejudicial the failure to mail.

²⁶ *Beech Aircraft Corp.*, 488 U.S. at 172, 109 S.Ct. at 451; *see also e.g., Suenos, LLC v. Goldman*, 2013 WL 12099463, at *1 (D. Ariz. Jan. 11, 2013) (“[T]hat Goldman had another contract pending provides context to plaintiff’s decision to counter Goldman’s offer. **Moreover, the Hansen Contract is incorporated by reference into the lease agreement Goldman has offered as an exhibit. Pursuant to the rule of completeness, plaintiff is permitted to offer [it] to complete the picture.**”) (Emphasis added).

1 Nationstar admits that MERS and Bank of America, the previous beneficiary of the Deed of
2 Trust received foreclosure notices from the Association. Yet, Nationstar claims the sale was “unfair
3 and oppressive because the HOA failed to provide notice to Nationstar.” **It is important to note that**
4 **Nationstar is careful not to say that it did not receive the notice** before the sale. Nor does it claim
5 that it would have done anything differently if the notice had been mailed directly to Nationstar instead
6 of multiple entities required to forward the document to Nationstar.

7 Nationstar does not claim it would have taken some further action if it had notice. It only
8 makes a conclusory statement about prejudice. Thus, genuine issues of material fact remain precluding
9 summary judgment as to actual knowledge and actions. Accordingly, the Bank has not demonstrated
10 “unfairness” or “oppression.”

11 **E. SFR is a Bona Fide Purchaser for Value; Equity is in SFR’s Favor.**

12 Here, as the Bank provided no admissible evidence that SFR had any knowledge
13 precluding it from bona fide purchaser (“BFP”) status, SFR has the valid defense of being a BFP.
14 As a result, the sale cannot be unwound; nor can SFR be said to have taken the Property subject
15 to the Deed of Trust. The Bank bears the burden to disprove SFR’s BFP status as SFR is presumed
16 to be a BFP. “Where a party is claiming equitable title, burden is on party claiming such equity to
17 allege and prove that the person holding legal title is not a bona fide purchaser.”²⁷ The Bank did
18 not meet this challenge. To grant equitable relief in the form of SFR taking subject to the Bank’s
19 deed of trust, only punishes SFR, an undisputed BFP. All the while, the Association/Agent, who
20 allegedly acted wrongfully, escapes liability (and never has to worry about being held
21 accountable) and the Bank who created its own hardship (and never has an incentive to do equity)
22 is rewarded. This cannot be the law in Nevada.

23 Another maxim of equity: “equity aids the vigilant, not those who slumber on their rights.”
24 If the evidence in this case shows anything, it shows that the Bank slept on its rights; it did not do
25 equity, and therefore it is not entitled to equity. While the Court should never get this far, if it
26 were to weigh equities, the equities lie in favor of SFR.

27 ²⁷ *First Fidelity Thrift & Loan Assn v. Alliance Bank*, 60 Cal.App.4th 1433 (1998).

1 In the present case, the Bank never availed itself of any number of earlier remedies. Most
2 importantly, the Bank allowed a BFP to purchase the Property. The Bank did not pay or attempt
3 to pay any portion of the Association's lien. The Bank did not contact the Association or Agent
4 regarding the Association's lien. The Bank did not foreclose on its own deed of trust. There is no
5 evidence suggesting that the Bank filed a complaint with NRED, nor that the Bank sought an
6 injunction to prevent the sale. The Bank did not record a lis pendens against the Property. Finally,
7 the Bank did not attend the sale. One who fails to do equity cannot claim equity.

8 Title should be quieted in SFR's name and the Bank enjoined from taking any further action
9 to enforce its extinguished lien against the Property or further clouding SFR's title.

10 **VI. COUNTERMOTION FOR NRCP RULE 56(D) RELIEF**

11 In the event this Court declines to strike the Meyer Declaration and attached documents,
12 SFR is entitled to discovery and should be granted 56(d) relief. This Countermotion is supported
13 by the Ebron Decl. in Ex. 1. Under NRCP 56(d), "[i]f a nonmovant shows by affidavit or
14 declaration that, for specified reasons, it cannot present facts essential to justify its opposition, the
15 court may:" (i) "defer considering the motion [for summary judgment] or deny it," (ii) allow time
16 for the nonmovant to conduct discovery or (iii) "issue any other appropriate order."

17 The Ebron Decl. articulates the: (i) the relevant procedural and discovery history; (ii)
18 specific facts it will obtain from additional discovery, (iii) types of discovery SFR wants to
19 conduct, (iv) basis for SFR's belief that the desired facts exist, and (v) why such facts preclude
20 summary judgment. Because SFR believes that this discovery will lead to the creation of genuine
21 issues of material fact precluding summary judgment in favor of Nationstar, SFR requests 56(d)
22 relief by continuance of Nationstar's motion for summary judgment so it can move to compel
23 responses to its discovery requests and subpoenas—most specifically, discovery related to the
24 original wet-ink signature promissory note, any contract with a document custodian and any
25 contract with the beneficiaries of record, including Nationstar.

26 **VII. CONCLUSION**

27 Based on the foregoing, the Court should strike the Declaration of Dean Meyer and the
28 attached documents and deny Nationstar's motion for summary judgment. Alternatively, the Court

1 should continue a decision on the motion for summary judgment to allow SFR to compel responses
2 to discovery requests and subpoenas.

3 Dated this 5th day of August, 2020

4 **KIM GILBERT EBRON**

5 By: /s/ Diana S. Ebron
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13 Cross-Claimant,
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CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of August 2020, pursuant to NRCP 5(b)(2)(D), I caused service of a true and correct copy of the foregoing **SFR INVESTMENTS POOL 1, LLC'S OPPOSITION TO NATIONSTAR MORTGAGE, LLC'S MOTION FOR SUMMARY JUDGEMENT, RENEWED MOTION TO STRIKE / COUNTER-MOTION FOR SANCTIONS, OR IN THE ALTERNATIVE, MOTION TO COMPEL AND FOR RULE 56(d) RELIEF** to be made electronically via the Eighth Judicial District Court's electronic filing system

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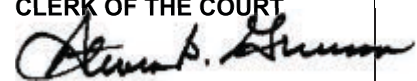
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/s/ Diana S. Ebron

An employee of KIM GILBERT EBRON

TAB 33



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DISTRICT COURT

CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,

Plaintiff,

vs.

Case No. A-13-684715-C

Dept. No. XVIII

[HEARING REQUESTED]

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVICES, INC.;
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION; KB HOME MORTGAGE
COMPANY, a foreign corporation, DOE
Individuals I through X, ROE Corporations and
Organizations I through X,

Defendants.

**SFR INVESTMENTS POOL 1, LLC'S
MOTION TO COMPEL**

SFR INVESTMENTS POOL 1, LLC, Nevada
limited liability company,

Counter-Claimant and Third Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a
Delaware limited liability company;
COUNTRYWIDE HOME LOANS, INC., A
FOREIGN CORPORATION; DOES I-X; and
ROES 1-10, inclusive,

Counter-Defendant/ Third Party Defendants

SFR Investments Pool 1, LLC ("SFR") moves to compel Nationstar Mortgage, LLC and Freddie Mac to produce documents and a prepared witness for Freddie Mac. This motion is based

on the pleadings and papers on file herein, SFR’s renewed motion to strike, its supplemental briefing after remand, its response to Nationstar’s supplemental brief after remand, and its opposition to Nationstar’s motion for summary judgment and request for Rule 56(d) relief as if incorporated herein, the following memorandum of points and authorities, the Declaration of Diana S. Ebron, Esq. (“Ebron Decl.”), attached as **Exhibit 1** and any oral argument this Court should entertain.

I. INTRODUCTION

Nationstar and Freddie Mac obstructed SFR’s ability to conduct meaningful discovery into the declaration of Dean Meyer. This discovery was the measure that was supposed to mitigate the harm caused to SFR by the non-disclosure of Dean Meyer. To the extent the Meyer Declaration and attached documents are not stricken, Nationstar and Freddie Mac should be compelled to produce

- the original, wet-ink signature promissory note,
- any contract(s) showing the agency relationship between Freddie Mac and the record beneficiaries of the Deed of Trust,
- any contract with the document custodian for the original note,
- the screen shots for Freddie Mac’s Note Tracker system, and
- testimony regarding the deposition topics.

If the information in the summary screen shots is actually accurate—despite Freddie Mac/FHFA previously suing the entities responsible for inputting the information for misrepresentations and inaccurate records—then the actual documents upon which they are based will back it up. SFR should have the opportunity to conduct meaningful discovery and should not be subject to the gamesmanship of Nationstar and Freddie Mac. To the extent SFR’s renewed motion to strike is not granted, this Court should compel Nationstar/Freddie Mac to comply with SFR’s discovery requests and subpoenas.

II. BACKGROUND

When this case was *first* remanded from the Nevada Supreme Court, the entire case hinged on whether Nationstar could prove two things: (1) that Freddie Mac owned the loan at the time of

1 the Association foreclosure sale and (2) that Nationstar had and has an agency relationship with
2 Freddie Mac.

3 The *second* time this case was remanded from the Nevada Supreme Court, it was to
4 determine if the Court found Nationstar's failure to disclose Freddie Mac "harmless." The failure
5 to disclose was not harmless, and, due to Nationstar's and Freddie Mac's obstructive behavior, the
6 harm has not been mitigated.

7 Rather than strike the undisclosed declaration of undisclosed witness for Freddie Mac, this
8 Court required Nationstar to allow discovery into the testimony and documents attached to the
9 declaration. **But, Nationstar first refused to produce Freddie Mac without a subpoena.**
10 **Then—without obtaining a protective order—Freddie Mac refused to produce the**
11 **documents SFR subpoenaed and refused to prepare for the topics listed in the notice.** The
12 summary screen shots attached to the declaration of Dean Meyer may have been considered
13 "sufficient" by courts when not challenged, but this does not preclude discovery into the actual
14 documents upon which the summary screen shots are based.

15 If the Nevada Supreme Court did not intend for SFR to have the opportunity to challenge
16 these summary screen shots, it would not have remanded. Freddie Mac's and Nationstar's refusal
17 to cooperate in discovery warrants striking the Meyer declaration since SFR has been hindered
18 again by their failure to follow the rules. SFR requests this Court find that the failure to disclose
19 was not harmless, nor substantially justified and that Nationstar's and Freddie Mac's refusal to
20 participate in discovery means that the harm could not be mitigated. If the Meyer Declaration and
21 attached documents are not stricken, this Court should compel Nationstar and Freddie Mac to
22 produce the documents and a prepared witness.

23 To the extent this Court determines that Nationstar is not acting on behalf of Freddie Mac
24 for this lawsuit, SFR requests an extension of discovery to allow time for SFR to file a motion to
25 compel in Fairfax County, Virginia.

26 ///

27 ///

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III. LEGAL ARGUMENT

A. The Discovery SFR Seeks is Relevant and Proportional

According to NRCP 26, a party may obtain discovery that is relevant and proportional to the needs of the case:

Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claims or defenses and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Information within this scope of discovery need not be admissible in evidence to be discoverable.

NRCP 26.

Here, the documents and testimony SFR seeks are directly relevant to (1) Freddie Mac's purported ownership of the loan underlying the Deed of Trust, and (2) the purported agency relationship between Freddie Mac and the record beneficiaries of the Deed of Trust. For 4617(j)(3) to apply, FHFA must have a property interest. Since FHFA is conservator for Freddie Mac, if Freddie Mac had a property interest at the time of the Association foreclosure sale, then 4617(j)(3) would apply. Since Freddie Mac was not the recorded beneficiary at the time of the sale, Freddie Mac must have an agency relationship with the recorded beneficiary. Further, for Nationstar to have standing to raise 4617(j)(3), it must prove that it currently has an agency relationship with Freddie Mac/FHFA.

To be able to challenge the summary screen shots attached to the Meyer Declaration—which admittedly can be changed and have changed since the date of the sale—SFR needs access to the actual contracts upon which the summary screen shots are based. In the limited discovery SFR was able to obtain from MERS, there are already discrepancies between the entries in the MERS Milestones (which are supposed to track every transfer of the servicing rights and investor rights in the loan), the recorded assignments and the information in the Meyer Declaration.

FHFA and Freddie Mac want to maintain non-party status while still wielding the power of 4617(j)(3) through Nationstar. They also want to produce changeable summary screen shots from internal systems that have different information than at the time of the Association

1 foreclosure sale and that are contradicted by the MERS Milestones and public records. The
2 discovery SFR seeks is directly relevant to the applicability of 4617(j)(3) and the purported
3 accuracy of the summary screenshots.

4 In addition to being relevant, the discovery SFR seeks is also proportional. While the value
5 of the Deed of Trust may be miniscule to Nationstar/Freddie Mac/FHFA, the real property,
6 currently listed on Zillow and Refin at over \$300,000 is certainly valuable to SFR. Neither Freddie
7 Mac nor Nationstar have provided any information about how complying with SFR's discovery
8 requests would be unduly burdensome or not proportional to the needs of the case. Instead, they
9 just do not want to provide them, saying that in other cases where there was not a motion to compel,
10 courts have found the summary screen shots "sufficient." Nationstar/Freddie Mac are trying to
11 take SFR's house. Providing the key contracts upon which their claim is dependent cannot be
12 considered disproportional.

13 Notably, the summary screen shots and Meyer Declaration were before the Nevada
14 Supreme Court during the last appeal. **If the summary screenshots were sufficient and no**
15 **discovery should have been required, then the Nevada Supreme Court could have just issued**
16 **an order affirming the previous decision. It did not.** Therefore, the Court should grant either
17 SFR's renewed motion to strike or compel discovery.

18 **B. Either Nationstar is in Court on Behalf of Freddie Mac or It Is Not: SFR Should Not**
19 **Have Been Required to Subpoena Freddie Mac and Should Not Be Required to Travel**
20 **to Virginia to Compel Documents or Testimony**

21 SFR should not have been required to subpoena Freddie Mac for documents or for a
22 deposition. The only way Nationstar would have standing to raise 12 U.S.C. 4617(j)(3) is if it is
23 acting on behalf of the FHFA as conservator for Freddie Mac. By definition, if Nationstar is truly
24 acting on behalf of Freddie Mac/FHFA, it would have "possession, custody or control" of the
25 documents SFR seeks, including the original, wet-ink signature promissory note, the contract(s)
26 between Freddie Mac and the beneficiaries of the Deed of Trust (including Nationstar and Bank
27 of America), the contract(s) with a document custodian for the promissory note, and the Note
28 Tracker screen shots.

SFR recognizes that typically, any motion to compel performance of a subpoena issued to

1 a non-party out of Nevada requires the party seeking to compel to file a motion in the discovery
2 state—here, Virginia. However, in this case, Nationstar is supposedly acting on behalf of Freddie
3 Mac, the subpoenaed entity. Not only is Nationstar claiming it is stepping into the shoes of Freddie
4 Mac, a key element Nationstar must prove to prevail is that it was and still is acting as Freddie
5 Mac’s agent for the purposes of this lawsuit.

6 As the Nevada Supreme Court explained, the requirement for a party to go to the discovery
7 state for any motion practice related to a subpoena is because “[t]he discovery state has a
8 significant interest in protecting its residents who become non-party witnesses in an action pending
9 in a foreign jurisdiction from any unreasonable or unduly burdensome discovery requests.” *Quinn*
10 *v. Eighth Judicial Dist. Court in & for Cty. of Clark*, 134 Nev. 25, 30, 410 P.3d 984, 988
11 (2018)(quoting commentary from the Uniform Interstate Depositions and Discovery Act.).

12 C. Nationstar Must Prove Ownership of the Note By Freddie Mac

13 To own the loan, Freddie Mac had to give value for the negotiation of the promissory note.
14 Under Nevada law, “[a] mortgage note is a negotiable instrument, and any negotiation of a
15 mortgage note must be done in accordance with Article 3.”¹ “The note represents the right to the
16 repayment of the debt, while the [deed of trust] ... represents the security interest in the property
17 that is being used to secure the note.”² Importantly, **the Nevada Supreme Court has referred to**
18 **the transfer of a promissory note as following “the ownership of the note.”**³

19 Pursuant to NRS 104.3203, when a note is “transferred for value, and the transferee does
20 not become a holder because of lack of endorsement by the transferor, the **transferee has a**
21 **specifically enforceable right to the unqualified endorsement** of the transferor, but negotiation
22 of the instrument does not occur until the endorsement is made.”⁴ Again, this means that if Freddie

23 ¹ *Leyva v. Nat'l Default Servicing Corp.*, 127 Nev. 470, 255 P.3d 1275, 1280 (2011).

24 ² *Edelstein v. Bank of New York Mellon*, 128 Nev. 505, 512, 286 P.3d 249, 254 (2012).

25 ³ “Under the traditional rule, a court need **follow only the ownership of the note**, not the
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Mac does not have the ability to require production of the original note with the necessary endorsements, Freddie Mac is not the owner of the note.

“A note can be made payable to bearer or payable to order.”⁵ “If the note is payable to bearer, that ‘indicates that the person in possession of the promise or order is entitled to payment.’”⁶ “However, ‘[a] promise or order that is not payable to bearer is payable to order if it is payable to the order of an identified person.... A promise or order that is payable to order is payable to the identified person.’”⁷ If Freddie Mac is truly the owner of the note, any holder of the note would be beholden to Freddie Mac, which would require the holder to provide the original promissory note to Freddie Mac upon request. If Freddie Mac cannot require the holder of the note (who is purportedly not also the owner) to produce the original promissory note and explain any endorsements, Freddie Mac is not actually the owner of the note. In this case, Freddie Mac confirmed it does not hold the promissory note and refused to identify any custodial agreement or the entity that does hold the promissory note.

As SFR was never given the opportunity to review the promissory note here, SFR sets forth now an example of discrepancies arising in a note in another case. In *Chersus v. Bank of New York Mellon*,⁸ Freddie Mac represented that the original promissory note was held by their document custodian in Delaware, however, the original promissory note was brought to trial and the bank’s witness testified that M&T Bank had possession of the note the entire time. Further, the note should have had a blank endorsement by Countrywide, however, M&T Bank completed the endorsement and ended up transferring the note to itself. Based thereon, the trial court determined that M&T Bank failed to prove Freddie Mac owned the loan, ruling that the Federal Foreclosure Bar did not prevent extinguishment of the deed of trust.

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⁵ *Id. citing* NRS 104.3109.

⁶ *Id. citing* NRS 104.3109(1)(a).

⁷ *Id. citing* NRS 104.3109(2).

⁸ *Chersus Holdings, LLC v. Bank of New York Mellon*, A-14-707553-C (Nev. Dist. Ct. August 11, 2019).

1 Not only was the promissory note not in the possession of Freddie Mac's document
2 custodian, but the note was also specialy endorsed to M&T Bank, not Freddie Mac. In other
3 words, the promissory note was owned by M&T Bank, not Freddie Mac. In that circumstance,
4 the promissory note is not Freddie Mac's property, nor is it property of the Agency for purposes
5 of 12 U.S.C. § 4617(j)(3). Therefore, 4617(j)(3) was inapplicable and the deed of trust was
6 extinguished by the association's foreclosure sale.

7 Worse still, Freddie Mac admits it never takes possession of the original note. Freddie
8 Mac's states its practice is not to verify the existence or receipt of the original, wet-ink signature
9 promissory notes. Instead, Freddie Mac apparently hires the seller of the loan to also be the
10 "document custodian." Freddie Mac's 30(b)(6) witness in this case refused to look for the identity
11 of such a document custodian despite it being a topic in the deposition notice. In another case,
12 Freddie Mac has admitted it does not even have *control* of the original notes. This may be why
13 servicer Taylor Bean & Whitaker was able to market fake loans and sell the same loans to more
14 than one entity, including Fannie Mae and Freddie Mac.

15 Here, if Freddie Mac is the owner (or holder) of the note in this case, the original note
16 should be endorsed in blank and in the possession of either Freddie Mac or someone it has the
17 ability to reclaim the promissory note from based on a contractual agency relationship. The
18 characterization of Nationstar's claim as a contract claim by the Ninth Circuit requires production
19 of the original contracts to show applicability of 4617(j)(3). For this reason, SFR's motion should
20 be granted.

21 **D. Nationstar Must Prove Its Agency Relationship and Standing to Raise 4617(j)(3)**

22 Black's Law Dictionary defines "agent" as "[s]omeone who is authorized to act for or in
23 place of another; a representative."⁹ Generally, "[a]n agency relationship results when one person
24 possesses the contractual right to control another's manner of performing the duties for which he
25 or she was hired."¹⁰ Nationstar's motion is contingent upon provisions of an alleged contract that

26 ⁹ *Dezzani v. Kern & Assocs., Ltd.*, 134 Nev. Adv. Op. 9, 412 P.3d 56, 61 (2018), *reh'g denied* (Apr.
27 27, 2018) (*citing* Agent, Black's Law Dictionary (10th ed. 2014)).

28 ¹⁰ *Id.* (*quoting* *Hamm v. Arrowcreek Homeowners' Ass'n*, 124 Nev. 290, 299, 183 P.3d 895, 902 (2008)).

meets *Berezovsky's* requirement of a principal/agent relationship and specific powers between them for their § 4617(j)(3) claim. The rule of completeness is designed to “avert misunderstanding or distortion caused by introduction of only part of a document,” and to prevent the Court from being misled at summary judgment.¹¹ Nationstar’s reliance upon an agreement to invoke § 4617(j)(3) makes the entire agreement relevant and admissible.¹²

Further, when a party relies on summaries of the contents of voluminous writings, such as the summary screen shots attached to the Meyer declaration, NRS 52.275 requires that “originals shall be made available for examination or copying, or both, by other parties at a reasonable time and place.” Even if the Court considers the inadmissible summary screen shots, which it should not, Nationstar’s failure to present an *original complete* agreement showing an agency relationship with Freddie Mac violates the rule of completeness¹³ and best evidence rule. While the publicly-available Guide may be incorporated into a servicing relationship, the Guide itself references a separate contract—the Guide is not the contract. SFR is entitled to discovery into the contractual relationship between Freddie Mac and the beneficiaries of the Deed of Trust.

IV. CONCLUSION

Based on the foregoing, the Court should either strike the Meyer Declaration and attached exhibits or compel Nationstar/Freddie Mac to comply with SFR’s discovery requests. To the extent this Court determines that Nationstar is not acting on behalf of Freddie Mac for this lawsuit, SFR

¹¹ *United States v. Vallejos*, 742 F.3d 902, 905 (9th Cir.2014) (internal quotation marks omitted); see also *Lopez v. Delta Int’l Mach. Corp.*, 312 F. Supp. 3d 1115, 1155 (D.N.M. 2018) (“[T]he rule of completeness—guarding against deception—is appropriate at the summary judgment phase. **A judge, just like a jury, should not be misled, especially on a dispositive motion.** ([T]he rule functions as a defensive shield against potentially misleading evidence proffered by an opposing party.’)” (Emphasis added, citation omitted).

¹² See *Beech Aircraft Corp. v. Rainey*, 488 U.S. 153, 172 (1988) (“when one party has made use of a portion of a document, such that misunderstanding or distortion can be averted only through presentation of another portion, the material required for completeness is ipso facto relevant.”); see also *Morrill v. Tehama Consol. Mill & Mining Co.*, 10 Nev. 125, 129 (1875).

¹³ *Beech Aircraft Corp.*, 488 U.S. at 172, 109 S.Ct. at 451; see also e.g., *Suenos, LLC v. Goldman*, 2013 WL 12099463, at *1 (D. Ariz. Jan. 11, 2013) (“[T]hat Goldman had another contract pending provides context to plaintiff’s decision to counter Goldman’s offer. **Moreover, the Hansen Contract is incorporated by reference into the lease agreement Goldman has offered as an exhibit. Pursuant to the rule of completeness, plaintiff is permitted to offer [it] to complete the picture.**”) (Emphasis added).

1 ///

2 ///

3 ///

4 requests an extension of discovery to allow time for SFR to file a motion to compel in Fairfax
5 County, Virginia.

6 Dated this 12th day of August, 2020

7 **KIM GILBERT EBRON**

8 By: /s/ Diana S. Ebron
9 DIANA S. EBRON, ESQ.
10 Nevada Bar No. 10580
11 7625 Dean Martin Drive, Suite 110
12 Las Vegas, Nevada 89139-5974
13 Telephone: (702) 485-3300
14 Facsimile: (702) 485-3301
15 *Attorney for Defendant/Counterclaimant/
16 Cross-Claimant,
17 SFR Investments Pool 1, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of August 2020, pursuant to NRCP 5(b)(2)(D), I caused service of a true and correct copy of the foregoing **SFR INVESTMENTS POOL 1, LLC'S MOTION TO COMPEL** to be made electronically via the Eighth Judicial District Court's electronic filing system

darren.brenner@akerman.com

Akerman Las Vegas Office .

akermanlas@akerman.com

P. Sterling Kerr .

psklaw@aol.com

Richard J. Vilkin .

richard@vilkinlaw.com

Tomas Valerio .

staff@kgelegal.com

Melanie Morgan

melanie.morgan@akerman.com

Donna Wittig

donna.wittig@akerman.com

/s/ Diana S. Ebron

An employee of KIM GILBERT EBRON

Ex. 1

EXHIBIT 1

Ex. 1

DECLARATION OF DIANA S. EBRON, ESQ.

I, Diana S. Ebron, Esq., declare as follows:

1. I am an attorney with Kim Gilbert Ebron, and I am admitted to practice law in the State of Nevada.

2. I am counsel for SFR Investments Pool 1, LLC ("SFR") in this action.

3. I make this declaration in support of SFR's Motion to Compel.

4. I have personal knowledge of the facts set forth below, except for those factual statements expressly made upon information and belief, and as to those facts, I believe them to be true, and I am competent to testify.

5. I am knowledgeable about how Kim Gilbert Ebron maintains its records associated with litigation, including litigation in this case which is concerning the real property located at **668 Moonlight Stroll Street, Henderson, Nevada 89002; Parcel No. 179-31-714-046** (the "Property").

6. After this case was remanded the second time, as a measure to mitigate the harm caused by Nationstar's failure to disclose, SFR was allowed additional discovery into the ownership of the loan by Freddie Mac and the servicing relationship between Freddie Mac and the record beneficiaries of the Deed of Trust.

7. After the hearing wherein the Court ordered additional discovery, I requested that Nationstar produce Freddie Mac for a deposition without a subpoena. Counsel for Nationstar indicated that it would not produce Freddie Mac for a deposition without a subpoena.

8. Due to the pandemic, it took additional time to be able to subpoena Freddie Mac and MERS for documents SFR needed to challenge the summary information contained in the screen shots from Freddie Mac's system.

9. Attached hereto as **Exhibit 1-A** is a true and correct copy of the subpoena for documents SFR served on Freddie Mac.

10. Attached hereto as **Exhibit 1-B** is a true and correct copy of the subpoena for deposition testimony SFR served on Freddie Mac.

11. Attached hereto as **Exhibits 1-C and 1-D** are true and correct copies of Freddie

Mac's objection and responses to SFR's subpoenas, minus the attached documents that were previously attached to the Meyer Declaration.

12. The topics for the deposition included the following:

- a. Topic 1-Statements made in the Declaration of Dean Meyer dated November 10, 2017, attached as Exhibit B to Nationstar Mortgage, LLC's Renewed Motion for Summary Judgment filed on November 15, 2017, and attached documents.
- b. Topic 2-Contract(s) between the beneficiaries of the Deed of Trust and Freddie Mac related to the loan underlying the Deed of Trust at the time of the Association foreclosure sale.
- c. Topic 3-Any custodial agreement between Freddie Mac and a document custodian related to the original promissory note underlying the Deed of Trust.

13. The subpoena deuces tecum to Freddie Mac included all documents Freddie Mac needed to review in preparation for the deposition topics.

14. At the deposition, it became apparent that Mr. Meyer intentionally did not prepare for Topic 2 and Topic 3. It appears that he did not prepare for Topics 2 and 3 based on the instruction of counsel. Attached hereto as **Exhibit 1-E** is a true and correct copy the Deposition Transcript of Dean Meyer, Rule 30(b)(6) witness for Freddie Mac.

15. Similarly, Freddie Mac refused to produce documents related to Topic 2 and Topic 3.

16. At no time prior to the deposition of Freddie Mac did counsel for Nationstar or Freddie Mac seek to meet and confer about the topics in the deposition notice or the subpoena deuces tecum to Freddie Mac. At no time prior to the deposition of Freddie Mac did counsel for Nationstar or Freddie Mac seek or obtain a protective order for the deposition or subpoena deuces tecum.

17. After the deposition that took place on July 13, 2020, I emailed with counsel for Freddie Mac, John Maddock regarding the documents and objection to the deposition topics. We then spoke on the phone on July 15, 2020. During the meet and confer, I requested Freddie Mac produce the contract(s) that show the recorded beneficiaries of the Deeds of Trust were acting as agents for Freddie Mac. I also requested Freddie Mac produce the contract with the document custodian and the Note Tracker screen shots mentioned by Mr. Meyer in his deposition.

1 18. I explained that this case had been remanded twice by the Nevada Supreme Court
2 because Nationstar had not proved Freddie Mac's ownership or any agency relationship with
3 admissible evidence, and that this discovery was the Court's effort to mitigate the harm caused by
4 Nationstar's failure to disclose Freddie Mac during the previous discovery period and no
5 documents related to Freddie Mac's purported interest in the original discovery period. I indicated
6 that I would be filing a motion to strike since Freddie Mac and Nationstar were being obstructive.
7 Further, I explained that while courts had accepted the summary screen shots as "sufficient," the
8 recent Ninth Circuit opinion in *M&T Bank and Federal Home Loan Mortgage Corporation v. SFR*
9 *Investments Pool, LLC*, 963 F.3d 854 (9th Cir. 2020) ("*M&T Bank*") held that a quiet title claim
10 based on 12 U.S.C. 4617(j)(3) is a contract claim, making the actual contracts (i.e. promissory
11 note, servicing contract, document custodial contract) central to this case.

12 19. Mr. Maddock stated he would confer with his client and let me know if his client
13 was going to change its position on producing the documents. Mr. Maddock later told me that
14 Freddie Mac was not going to produce the documents.

15 20. After meeting and conferring in good faith, I was not able to resolve the discovery
16 issue with Freddie Mac without Court intervention.

17 21. During the original discovery period, SFR requested that Nationstar produce the
18 collateral file, including the original, wet-ink signature promissory note for inspection. Nationstar
19 refused to allow inspection.

20 22. SFR did not previously seek to compel the original, wet-ink signature because
21 Nationstar, Freddie Mac and FHFA have previously argued successfully that the quiet title claim
22 is not an enforcement action, making the production of the promissory note irrelevant.

23 23. Due to the interpretation in *M&T Bank* that a quiet title claim under 12 U.S.C.
24 4617(j)(3) is a contract claim, entirely dependent on contract, it is absolutely essential that
25 Nationstar be required to produce the original wet-ink signature promissory note ("Note") and the
26 contracts that purportedly give Freddie Mac an agency relationship with Nationstar, the
27 beneficiaries of the Deed of Trust and the document custodian for the Note.

28 24. On July 15, 2020, I met and conferred via email and telephone with Melanie

1 Morgan, counsel for Nationstar regarding the production of the original note and regarding the
2 subpoena to MERS for which we had not received any response.

3 25. In addition to the subpoenas to Freddie Mac, my office had also subpoenaed
4 documents from MERS. Once we were able to get the subpoena issued from Fairfax County, we
5 hired a process server to serve the subpoena on MERS. My office received confirmation that the
6 subpoena was served.

7 26. During the meet and confer, Ms. Morgan explained that there were issues related
8 to the service of the subpoena on MERS. She indicated that she was going to follow up with MERS
9 to see if they would produce the MERS Milestones without me needing to file a motion to extend
10 discovery and to reserve the subpoena. She also indicated that it was still her client's position that
11 the original promissory note is irrelevant and consistent with its position in the past, is unwilling
12 to produce the original note for inspection. She also stated that Nationstar's position is that the
13 documents it has already produced are sufficient.

14 27. Ultimately, on July 22, 2020, MERS, through its counsel Ms. Morgan, provided the
15 MERS Milestones. Attached hereto as **Exhibit 1-F** is a true and correct copy of the response to
16 SFR's subpoena for documents to MERS.

17 28. I had expected to be able to prepare and file a motion to compel within a few days
18 after I determined which issues needed to be included in the motion. However, due to several
19 problems, including my computer crashing and a family emergency, I have not been able to file as
20 soon as I planned.

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

22 EXECUTED on the 12th day of August, 2020, in Las Vegas, Nevada.

23 /s/ Diana S. Ebron
24 Diana S. Ebron
25
26
27
28

Ex. 1-A

EXHIBIT 1-A

Ex. 1-A

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

NOTC

DIANA S. EBRON, ESQ.
Nevada Bar No. 10580
E-Mail: diana@kgelegal.com
JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
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KIM GILBERT EBRON
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Las Vegas, Nevada 89139-5974
Telephone: (702) 485-3300
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*Attorney for Defendant/Counterclaimant/Third-Party Plaintiff,
SFR Investments Pool 1, LLC*

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

IGNACIO GUTIERREZ, an individual,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVICES, INC.;
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION; KB HOME MORTGAGE
COMPANY, a foreign corporation; DOE
Individuals I through X; ROE Corporations
and Organizations I through X,

Defendants.

Case No.: A-13-684715-C
Dept. No.: XVIII

**NOTICE OF SUBPOENA DUCES TECUM
TO FEDERAL HOME LOAN
MORTGAGE CORPORATION A/K/A
FREDDIE MAC**

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counterclaimant/
Third-Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a
Delaware limited liability company;
COUNTRYWIDE HOME LOANS, INC., a
foreign corporation; DOES I-X; and ROES 1-
10, inclusive,

Counter-Defendant/
Third-Party Defendants.

NEVADA ASSOCIATION SERVICES, INC.,

Counterclaimant,

vs.

IGNACIO GUTIERREZ,

Counter-Defendant.

**NOTICE OF SUBPOENA DUCES TECUM TO
FEDERAL HOME LOAN MORTGAGE CORPORATION A/K/A FREDDIE MAC**

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that SFR Investments Pool 1, LLC will serve the Subpoena
Duces Tecum, attached hereto as **Exhibit A**, upon Federal Home Loan Mortgage Corporation
a/k/a Freddie Mac.

DATED this 2nd day of June, 2020.

KIM GILBERT EBRON

By: /s/ Diana S. Ebron

DIANA S. EBRON, ESQ.

Nevada Bar No. 10580

E-Mail: diana@kgelegal.com

JACQUELINE A. GILBERT, ESQ.

Nevada Bar No. 10593

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KIM GILBERT EBRON

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Telephone: (702) 485-3300

Facsimile: (702) 485-3301

*Attorney for Defendant/Counterclaimant/
Third-Party Plaintiff,
SFR Investments Pool 1, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of June, 2020, pursuant to NRCP 5(b)(2)(E), I caused service of a true and correct copy of the foregoing **NOTICE OF SUBPOENA DUCES TECUM TO FEDERAL HOME LOAN MORTGAGE CORPORATION A/K/A FREDDIE MAC** to be made electronically via the Eighth Judicial District Court's electronic filing system upon the following parties at the e-mail addresses listed below:

Darren T. Brenner, Esq. - darren.brenner@akerman.com

Akerman Las Vegas Office - akermanlas@akerman.com

P. Sterling Kerr - psklaw@aol.com

Richard J. Vilkin - richard@vilkinlaw.com

Donna Wittig - donna.wittig@akerman.com

/s/ Michael L. Sturm
MICHAEL L. STURM, an employee of
KIM GILBERT EBRON

Ex. A

EXHIBIT A

Ex. A

SUBP

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*Attorney for Defendant/Counterclaimant/Third-Party Plaintiff,
SFR Investments Pool 1, LLC*

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

IGNACIO GUTIERREZ, an individual,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVICES, INC.;
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION; KB HOME MORTGAGE
COMPANY, a foreign corporation; DOE
Individuals I through X; ROE Corporations
and Organizations I through X,

Defendants.

Case No.: A-13-684715-C
Dept. No.: XVIII

**SUBPOENA DUCES TECUM TO
FEDERAL HOME LOAN MORTGAGE
CORPORATION A/K/A FREDDIE MAC**

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counterclaimant/
Third-Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a
Delaware limited liability company;
COUNTRYWIDE HOME LOANS, INC., a
foreign corporation; DOES I-X; and ROES 1-
10, inclusive,

Counter-Defendant/
Third-Party Defendants.

NEVADA ASSOCIATION SERVICES, INC.,

Counterclaimant,

vs.

IGNACIO GUTIERREZ,

Counter-Defendant.

**SUBPOENA DUCES TECUM TO FEDERAL HOME LOAN MORTGAGE
CORPORATION A/K/A FREDDIE MAC**

THE STATE OF NEVADA TO:

Name: **Federal Home Loan Mortgage Corporation a/k/a Freddie Mac**
Address: 8200 Jones Branch Drive
McLean, Virginia 22102-3107
Telephone: (703) 903-2000

YOU ARE HEREBY COMMANDED, that all and singular, business and excuses set aside, to produce any and all documents in your possession, custody, or control, including your work file relating to the dealings detailed in **Exhibit A**, enclosed herewith. Please mail these documents to Diana S. Ebron, Esq. of Kim Gilbert Ebron, located at 7625 Dean Martin Drive, Suite 110; Las Vegas, Nevada 89139-5974, by **Wednesday, July 8, 2020**.

YOU ARE FURTHER ORDERED to authenticate the business records produced, pursuant to NRS 52.260, and to provide with your production a completed Certificate of Custodian of Records in substantially the form attached as **Exhibit C**.

CONTEMPT: Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not exceeding \$500.00 and imprisonment not exceeding twenty-five (25) days, NRS 22.100. Additionally, a witness disobeying a subpoena shall forfeit to the aggrieved party \$100.00 and all damages sustained as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195, 50.205, and 22.100(3).

///

///

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

1 Please see the attached **Exhibit B** for information regarding your rights and
2 responsibilities relating to this Subpoena.

3
4 DATED this 2nd day of June, 2020.

5 **KIM GILBERT EBRON**

6
7 By: /s/ Diana S. Ebron
8 DIANA S. EBRON, ESQ.
9 Nevada Bar No. 10580
10 E-Mail: diana@kgelegal.com
11 JACQUELINE A. GILBERT, ESQ.
12 Nevada Bar No. 10593
13 E-Mail: jackie@kgelegal.com
14 KAREN L. HANKS, ESQ.
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16 E-Mail: karen@kgelegal.com
17 KIM GILBERT EBRON
18 7625 Dean Martin Drive, Suite 110
19 Las Vegas, Nevada 89139-5974
20 Telephone: (702) 485-3300
21 Facsimile: (702) 485-3301
22 *Attorney for Defendant/Counterclaimant/
23 Third-Party Plaintiff,
24 SFR Investments Pool 1, LLC*
25
26
27
28

EXHIBIT A

ITEMS TO BE PRODUCED

YOU ARE COMMANDED to produce, at the time, date, and place set forth in the Subpoena Duces Tecum, copies of any and all information in your possession, custody, or control, or that of your attorneys, employees, agents, adjusters, investigators, or other representative(s), or is otherwise available to your, in the form of documents and electronically stored information, or permit for inspection, testing, or sampling of the material that cannot be copied relating to:

**668 Moonlight Stroll Street
Henderson, Nevada 89002-0505
APN: 179-31-714-036
(the subject "Property")**

The above documentation should include, but is not limited to:

1. Any and all documents reviewed, referenced, or relied upon by the witness(es) to prepare for the topics listed in the deposition subpoena/notice.

All items produced in response to this Subpoena Duces Tecum shall be accompanied by a completed Affidavit of Custodian of Records, attached hereto as **Exhibit C**.

EXHIBIT B

NEVADA RULES OF CIVIL PROCEDURE

Rule 45. Subpoena

(c) Protection of Persons Subject to Subpoena.

(1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court that issued the subpoena must enforce this duty and may impose an appropriate sanction - which may include lost earnings and reasonable attorney fees - on a party or attorney who fails to comply.

(2) **Command to Produce Materials or Permit Inspection.**

(A) **Appearance Not Required.**

(i) A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(ii) If documents, electronically stored information, or tangible things are produced to the party that issued the subpoena without an appearance at the place of production, that party must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or electronically reproduce the documents or information, photograph any tangible items not subject to copying, and serve these items on every other party. The party that issued the subpoena may also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes the cost, then the court, on motion, must determine the reasonable cost of copying the documents or information, or photographing the tangible items.

(B) **Objections.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, or a person claiming a proprietary interest in the subpoenaed documents, information, tangible things, or premises to be inspected, may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises - or to producing electronically stored information in the form or forms requested. The person making the objection must serve it before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made:

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample the materials or tangible things or to inspect the premises except by order of the court that issued the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to produce or permit inspection, the party serving the subpoena may move the court that issued the subpoena for an order compelling production or inspection; and

(iii) if the court enters an order compelling production or inspection, the order must protect the person commanded to produce or permit inspection from significant expense resulting from compliance.

(3) **Quashing or Modifying a Subpoena.**

(A) **When Required.** On timely motion, the court that issued a subpoena must quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person to travel to a place more than 100 miles from the place where that person resides, is employed, or regularly transacts business in person, unless the person is commanded to attend trial within Nevada;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to an undue burden.

(B) **When Permitted.** On timely motion, the court that issued a subpoena may quash or modify the subpoena if it requires disclosing:

(i) a trade secret or other confidential research, development, or commercial information; or

(ii) an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) **Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order an appearance or production under specified conditions if the party serving the subpoena:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) **Duties in Responding to a Subpoena.**

(1) **Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) **Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) **Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) **Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

(D) **Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) **Claiming Privilege or Protection.**

(A) **Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) **Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) **Contempt; Costs.** Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court that issued the subpoena. In connection with a motion for a protective order brought under Rule 26(c), a motion to compel brought under Rule 45(c)(2)(B), or a motion to quash or modify the subpoena brought under Rule 45(c)(3), the court may consider the provisions of Rule 37(a)(5) in awarding the prevailing person reasonable expenses incurred in making or opposing the motion.

EXHIBIT C

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

COMES NOW, Affiant, who after being duly sworn, deposes and says:

1. That Affiant is the Custodian of Records for Federal Home Loan Mortgage Corporation a/k/a Freddie Mac, and in such capacity, is the Custodian of Records of the documents produced.

2. That Affiant was served with a Subpoena Duces Tecum in the matter of *Ignacio Gutierrez v. SFR Investments Pool 1, LLC, et al.* (Case No. A-13-684715-C) calling for the production of records regarding the real property located at 668 Moonlight Stroll Street; Henderson, Nevada 89002-0505; APN: 179-31-714-036, as listed in **Exhibit A**.

3. That the Custodian of Records has examined the originals of those records and has made or caused to be made a true and correct copy of those records and that the reproduction of them attached hereto is true and complete.

4. That the originals of those records supplied are and were maintained and duly relied upon in the normal course and scope of the business.

5. Affiant declares under penalty of perjury that the foregoing is true and correct.

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IF NO RECORDS, INITIAL NO. 1 BELOW AND SIGN:

1. _____ I hereby declare under penalty of perjury that a thorough search of our records has been conducted and to the best of my knowledge there are no records for the above referenced real property.

SUBSCRIBED AND SWORN before me

this _____ day of _____, 2020.

Affiant, Custodian of Records [*Print Name*]

Notary Public, in and for said
County and State.

Affiant, Custodian of Records [*Signature*]

Ex. 1-B

EXHIBIT 1-B

Ex. 1-B

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

NOTC

DIANA S. EBRON, ESQ.
Nevada Bar No. 10580
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Las Vegas, Nevada 89139-5974
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
*Attorney for Defendant/Counterclaimant/Third-Party Plaintiff,
SFR Investments Pool 1, LLC*

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

IGNACIO GUTIERREZ, an individual,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVICES, INC.;
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION; KB HOME MORTGAGE
COMPANY, a foreign corporation; DOE
Individuals I through X; ROE Corporations
and Organizations I through X,

Defendants.

Case No.: A-13-684715-C
Dept. No.: XVIII

**NOTICE OF SUBPOENA FOR RULE
30(b)(6) DEPOSITION OF FEDERAL
HOME LOAN MORTGAGE
CORPORATION A/K/A FREDDIE MAC**

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counterclaimant/
Third-Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a
Delaware limited liability company;
COUNTRYWIDE HOME LOANS, INC., a
foreign corporation; DOES I-X; and ROES 1-
10, inclusive,

Counter-Defendant/
Third-Party Defendants.

NEVADA ASSOCIATION SERVICES, INC.,
Counterclaimant,
vs.
IGNACIO GUTIERREZ,
Counter-Defendant.

**NOTICE OF SUBPOENA FOR RULE 30(b)(6) DEPOSITION OF
FEDERAL HOME LOAN MORTGAGE CORPORATION A/K/A FREDDIE MAC**

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that SFR Investments Pool 1, LLC will serve the Subpoena for Rule 30(b)(6) Deposition, attached hereto as **Exhibit A**, upon Federal Home Loan Mortgage Corporation a/k/a Freddie Mac.

DATED this 2nd day of June, 2020.

KIM GILBERT EBRON

By: /s/ Diana S. Ebron

DIANA S. EBRON, ESQ.
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E-Mail: diana@kgelegal.com
JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
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KAREN L. HANKS, ESQ.
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KIM GILBERT EBRON
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Telephone: (702) 485-3300
Facsimile: (702) 485-3301
*Attorney for Defendant/Counterclaimant/
Third-Party Plaintiff,
SFR Investments Pool 1, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of June, 2020, pursuant to NRCP 5(b)(2)(E), I caused service of a true and correct copy of the foregoing **NOTICE OF SUBPOENA FOR RULE 30(b)(6) DEPOSITION OF FEDERAL HOME LOAN MORTGAGE CORPORATION A/K/A FREDDIE MAC** to be made electronically via the Eighth Judicial District Court's electronic filing system upon the following parties at the e-mail addresses listed below:

Darren T. Brenner, Esq. - darren.brenner@akerman.com

Akerman Las Vegas Office - akermanlas@akerman.com

P. Sterling Kerr - psklaw@aol.com

Richard J. Vilkin - richard@vilkinlaw.com

Donna Wittig - donna.wittig@akerman.com

/s/ Michael L. Sturm
MICHAEL L. STURM, an employee of
KIM GILBERT EBRON

Ex. A

EXHIBIT A

Ex. A

DSUB

DIANA S. EBRON, ESQ.
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*Attorney for Defendant/Counterclaimant/Third-Party Plaintiff,
SFR Investments Pool 1, LLC*

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK**

IGNACIO GUTIERREZ, an individual,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVICES, INC.;
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION; KB HOME MORTGAGE
COMPANY, a foreign corporation; DOE
Individuals I through X; ROE Corporations
and Organizations I through X,

Defendants.

Case No.: A-13-684715-C
Dept. No.: XVIII

**SUBPOENA FOR RULE 30(b)(6)
DEPOSITION OF FEDERAL HOME
LOAN MORTGAGE CORPORATION
A/K/A FREDDIE MAC**

**Date: Monday, July 13, 2020
Time: 12:00 PM EDT**

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counterclaimant/
Third-Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a
Delaware limited liability company;
COUNTRYWIDE HOME LOANS, INC., a
foreign corporation; DOES I-X; and ROES 1-
10, inclusive,

Counter-Defendant/
Third-Party Defendants.

NEVADA ASSOCIATION SERVICES, INC.,

Counterclaimant,

vs.

IGNACIO GUTIERREZ,

Counter-Defendant.

**SUBPOENA FOR RULE 30(b)(6) DEPOSITION OF
FEDERAL HOME LOAN MORTGAGE CORPORATION A/K/A FREDDIE MAC**

THE STATE OF NEVADA TO:

Name: **Federal Home Loan Mortgage Corporation a/k/a Freddie Mac**
Address: 8200 Jones Branch Drive
McLean, Virginia 22102-3107
Telephone: (703) 903-2000

YOU ARE HEREBY COMMANDED, that all and singular, business and excuses set aside, to appear for a deposition on **Monday, July 13, 2020, at 12:00 PM EDT, in the offices of Planet Depos, LLC; 8270 Greensboro Drive, Suite 110; McLean, Virginia 22102-4908¹**.

Pursuant to Nevada Rule of Civil Procedure 30(b)(6), Federal Home Loan Mortgage Corporation a/k/a Freddie Mac ("Freddie Mac") is required to designate one or more of its officers, directors, managing agents, commissioners, employers, or other persons most knowledgeable who consent to testify on its behalf with respect to the topics set forth in **Exhibit A**, attached hereto.

The deposition will be taken before a certified court reporter, notary public, or other officer duly authorized by law to administer oaths at the place where the deposition is to be held, and will be conducted pursuant to the provisions of the Nevada Rules of Civil Procedure for the purpose of discovery, use as evidence at any trial or hearing, and any other purposes allowed by law. The deposition will be recorded by stenographic means, and may also be recorded by

¹ Please contact counsel for SFR Investments Pool 1, LLC ("SFR") to arrange for another date/time within the discovery period, if necessary. Counsel for SFR is amenable to conducting this deposition via video-conferencing if facilities are provided by Freddie Mac. Please contact SFR's counsel to provide locations for video-conferencing, if desired.

1 sound-and-visual videography.

2 If you fail to appear, you will be deemed guilty of contempt of Court and liable to pay all
3 losses and damages caused by your failure to appear. Please see the attached **Exhibit B** for
4 information regarding your rights and responsibilities relating to this Subpoena.

5
6 DATED this 2nd day of June, 2020.

7 **KIM GILBERT EBRON**

8
9 By: /s/ Diana S. Ebron

DIANA S. EBRON, ESQ.
Nevada Bar No. 10580
E-Mail: diana@kgelegal.com
JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
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KAREN L. HANKS, ESQ.
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KIM GILBERT EBRON
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Las Vegas, Nevada 89139-5974
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
*Attorney for Defendant/Counterclaimant/
Third-Party Plaintiff,
SFR Investments Pool 1, LLC*

EXHIBIT A

DEFINITIONS

The following definitions apply to the topics listed below:

1. “Property” refers to real property located at **668 Moonlight Stroll Street; Henderson, Nevada 89002-0505; Parcel No. 179-31-714-036.**

2. “Deed of Trust” refers to the document recorded in the Official Records of the Clark County Recorder as Instrument No. 200507200004600 on or about July 20, 2005 and re-recorded in the Official Records of the Clark County Recorder as Instrument No. 201302110001798 on or about February 11, 2013.

3. “You, Your, Yours” refers to Federal Home Loan Mortgage Corporation a/k/a Freddie Mac.

4. “Association” refers specifically to Horizon Heights Homeowners Association.

5. “Association foreclosure sale” refers to the public auction held on April 5, 2013 by Nevada Association Services, Inc. (“NAS”) on behalf of the Association.

6. “Borrower” refers to Ignacio Gutierrez.

Freddie Mac shall designate one (1) or more persons to testify on its behalf who shall be expected to testify and provide full and competent testimony in the areas of inquiry listed below. *To the extent Freddie Mac alleges that the areas of inquiry below include confidential or proprietary information, SFR agrees to stipulate to a confidentiality agreement.*

TOPICS

1. Statements made in the Declaration of Dean Meyer dated November 10, 2017, attached as Exhibit B to Nationstar Mortgage, LLC’s Renewed Motion for Summary Judgment filed on November 15, 2017, and attached documents.

2. Contract(s) between the beneficiaries of the Deed of Trust and Freddie Mac related to the loan underlying the Deed of Trust at the time of the Association foreclosure sale.

3. Any custodial agreement between Freddie Mac and a document custodian related to the original promissory note underlying the Deed of Trust.

EXHIBIT B

NEVADA RULES OF CIVIL PROCEDURE

Rule 45. Subpoena

(c) Protection of Persons Subject to Subpoena.

(1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court that issued the subpoena must enforce this duty and may impose an appropriate sanction - which may include lost earnings and reasonable attorney fees - on a party or attorney who fails to comply.

(2) **Command to Produce Materials or Permit Inspection.**

(A) **Appearance Not Required.**

(i) A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(ii) If documents, electronically stored information, or tangible things are produced to the party that issued the subpoena without an appearance at the place of production, that party must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or electronically reproduce the documents or information, photograph any tangible items not subject to copying, and serve these items on every other party. The party that issued the subpoena may also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes the cost, then the court, on motion, must determine the reasonable cost of copying the documents or information, or photographing the tangible items.

(B) **Objections.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, or a person claiming a proprietary interest in the subpoenaed documents, information, tangible things, or premises to be inspected, may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises - or to producing electronically stored information in the form or forms requested. The person making the objection must serve it before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made:

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample the materials or tangible things or to inspect the premises except by order of the court that issued the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to produce or permit inspection, the party serving the subpoena may move the court that issued the subpoena for an order compelling production or inspection; and

(iii) if the court enters an order compelling production or inspection, the order must protect the person commanded to produce or permit inspection from significant expense resulting from compliance.

(3) **Quashing or Modifying a Subpoena.**

(A) **When Required.** On timely motion, the court that issued a subpoena must quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person to travel to a place more than 100 miles from the place where that person resides, is employed, or regularly transacts business in person, unless the person is commanded to attend trial within Nevada;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to an undue burden.

(B) **When Permitted.** On timely motion, the court that issued a subpoena may quash or modify the subpoena if it requires disclosing:

(i) a trade secret or other confidential research, development, or commercial information; or

(ii) an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) **Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order an appearance or production under specified conditions if the party serving the subpoena:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) **Duties in Responding to a Subpoena.**

(1) **Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) **Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) **Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) **Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

(D) **Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) **Claiming Privilege or Protection.**

(A) **Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) **Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) **Contempt; Costs.** Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court that issued the subpoena. In connection with a motion for a protective order brought under Rule 26(c), a motion to compel brought under Rule 45(c)(2)(B), or a motion to quash or modify the subpoena brought under Rule 45(c)(3), the court may consider the provisions of Rule 37(a)(5) in awarding the prevailing person reasonable expenses incurred in making or opposing the motion.

Ex. 1-C

EXHIBIT 1-C

Ex. 1-C

COMMONWEALTH OF VIRGINIA
Fairfax County Circuit Court
CM-2020-263

**NON-PARTY FEDERAL HOME LOAN MORTGAGE CORPORATION'S
OBJECTIONS AND RESPONSES TO SFR INVESTMENTS POOL 1, LLC, ET AL.'S
SUBPOENA FOR RULE 30(b)(6) DEPOSITION**

TO: SFR Investments Pool 1, LLC, et al., through their attorney of record, The Law Office of Kim Gilbert Ebron (Attn: Diana S. Ebron, Esq.), 7625 Dean Martin Drive, Suite 110, Las Vegas, Nevada 89139

In response to the Subpoena for Rule 30(b)(6) Deposition of Federal Home Loan Mortgage Corporation A/K/A Freddie Mac issued by the Fairfax County Circuit Court on June 9, 2020 (the "Subpoena") and served upon non-party Federal Home Loan Mortgage Corporation ("Freddie Mac") in connection with the litigation in the District Court for Clark County, Case No. A-13-684715-C (the "Litigation"), Freddie Mac hereby serves these Objections to the Subpoena and the deposition topics contained therein (the "Topics") as follows:

Freddie Mac's General Objections to the Subpoena are set forth below. These objections are incorporated by reference in each of Freddie Mac's objections as if set forth separately therein. The assertion of additional specific objections to a particular Topic or the repetition of a General Objection shall not be construed as waiving any applicable objection with respect to that or any other Topic. Freddie Mac reserves the right to assert additional objections or to supplement the objections set forth herein.

GENERAL OBJECTIONS

1. Freddie Mac objects to the Subpoena and the Topics to the extent they seek to impose obligations upon Freddie Mac that exceed the requirements of the Virginia Rules of Civil Procedure, the local rules of the Circuit Court for Fairfax County, Virginia, and any applicable orders regarding discovery entered by the District of Nevada for Clark County (the "Court") in the Litigation.

2. Freddie Mac objects to the Subpoena and the Topics as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of the Litigation to the extent they seek information beyond what is required by the Virginia Rules of Civil Procedure, the local rules of the Circuit Court for Fairfax County, Virginia, and any applicable orders regarding discovery entered by the Court in the Litigation.

3. Freddie Mac objects to the Subpoena on the grounds and to the extent it requires Freddie Mac to provide information equally available to and/or already in the possession of the parties to the Litigation, including, without limitation, information provided to any of the parties to the Litigation in connection with prior litigations, and information that the parties to the Litigation can obtain from public sources or from other parties in the Litigation.

4. Freddie Mac objects to the Subpoena's time scope as overly broad, unduly burdensome, irrelevant, not reasonably limited in temporal scope, and not proportional to the needs of the Litigation, considering Freddie Mac's status as a non-party and the importance of the requested discovery in resolving the issues in the Litigation, and because the burden and expense of responding to the Requests for the time period specified outweighs the likely benefit of such response.

5. Freddie Mac objects to the Subpoena and the Topics to the extent they assume facts that have not yet been established.

6. Freddie Mac objects to the Subpoena and the Topics as overly broad and unduly burdensome in that they are not proportional to the needs of the Litigation, considering Freddie Mac's status as a non-party and the limited significance of the requested discovery in resolving the issues in the Litigation, and because the burden or expense of responding to the Subpoena as written outweighs the likely benefit of such response.

7. Freddie Mac reserves the right to supplement these objections and raise any additional objections deemed necessary and appropriate.

SPECIFIC OBJECTIONS TO THE SUBPOENA TOPICS

TOPIC NO. 1

1. **Statements made in the Declaration of Dean Meyer dated November 10, 2017, attached as Exhibit B to Nationstar Mortgage, LLC's Renewed Motion for Summary Judgment filed on November 15, 2017, and attached documents.**

SPECIFIC OBJECTIONS TO TOPIC NO. 1

In addition to Freddie Mac's General Objections, which are specifically incorporated here, Freddie Mac objects to Topic No. 1 on the grounds and to the extent that it requires Freddie Mac to provide information equally available and already in the possession of the parties to the Litigation. All statements made in the Declaration of Dean Meyer are already contained within the Declaration and exhibits attached thereto.

TOPIC NO. 2

2. **Contract(s) between the beneficiaries of the Deed of Trust and Freddie Mac related to the loan underlying the Deed of Trust at the time of the Association foreclosure sale.**

SPECIFIC OBJECTIONS TO TOPIC NO. 2

In addition to Freddie Mac's General Objections, which are specifically incorporated here, Freddie Mac objects to Topic No. 2 as overly broad as it seeks information not relevant to any party's claims or defenses and not proportional to the needs of the Litigation, considering Freddie Mac's status as a non-party and limited significance of the requested discovery in resolving the issues in the Litigation. The Ninth Circuit and Nevada Supreme Court have held that the Freddie

Mac business records attached to Freddie Mac's declaration, supported by a declaration from a Freddie Mac employee, are sufficient to establish Freddie Mac's ownership of a particular loan and the relationship with its servicer, without the need for further or duplicative evidence. *Federal Housing Finance Agency v. SFR Investments Pool 1, LLC*, 893 F.3d 1136, 1149-50 (9th Cir. 2018); *Daisy Trust v. Wells Fargo Bank, N.A.*, 445 P.3d 846, 849-51 (Nev. 2019). In light of this precedent, any further evidence would be duplicative and its production would not be proportional to the needs of this case.

TOPIC NO. 3

3. **Any custodial agreement between Freddie Mac and a document custodian related to the original promissory note underlying the Deed of Trust.**

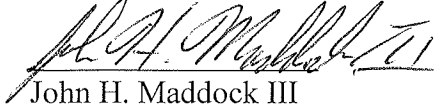
SPECIFIC OBJECTIONS TO TOPIC NO. 3

In addition to Freddie Mac's General Objections, which are specifically incorporated here, Freddie Mac objects to Topic No. 3 as overly broad as it seeks information not relevant to any party's claims or defenses and not proportional to the needs of the Litigation, considering Freddie Mac's status as a non-party and limited significance of the requested discovery in resolving the issues in the Litigation. The Ninth Circuit and Nevada Supreme Court have held that the Freddie Mac business records attached to Freddie Mac's declaration, supported by a declaration from a Freddie Mac employee, are sufficient to establish Freddie Mac's ownership of a particular loan and the relationship with its servicer, without the need for further or duplicative evidence. *Federal Housing Finance Agency v. SFR Investments Pool 1, LLC*, 893 F.3d 1136, 1149-50 (9th Cir. 2018); *Daisy Trust v. Wells Fargo Bank, N.A.*, 445 P.3d 846, 849-51 (Nev. 2019). In light of this precedent, any further evidence would be duplicative and its production would not be proportional to the needs of this case.

Dated: July 8, 2020

Respectfully submitted,

MCGUIREWOODS LLP



John H. Maddock III

MCGUIREWOODS LLP

Gateway Plaza

800 East Canal Street

Richmond, Virginia 23219

(T) 804 775 1000

(F) 804 775 1061

-and-

Doan Phan

MCGUIREWOODS LLP

1750 Tysons Blvd. Suite 1800

Tysons, Virginia 22102

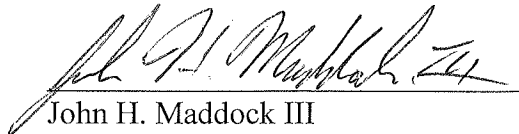
(T) 703 712 5117

(F) 703 712 5237

*Counsel for Non-Party Federal Home Loan
Mortgage Corporation*

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of July, 2020, I served the foregoing *Non-Party Federal Home Loan Mortgage Corporation's Objections to SFR Investments Pool 1, LLC, et al.'s Subpoena for 30(b)(6) Deposition* on counsel for SFR Investments Pool 1, LLC, et al. via federal express.



John H. Maddock III

Ex. 1-D

EXHIBIT 1-D

Ex. 1-D

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COMMONWEALTH OF VIRGINIA
Fairfax County Circuit Court
CM-2020-263

**NON-PARTY FEDERAL HOME LOAN MORTGAGE CORPORATION'S OBJECTIONS
AND RESPONSES TO SFR INVESTMENTS POOL 1, LLC, ET AL.'S SUBPOENA DUCES
TECUM**

TO: SFR Investments Pool 1, LLC, et al., through their attorney of record, The Law Office of Kim Gilbert Ebron (Attn: Diana S. Ebron, Esq.), 7625 Dean Martin Drive, Suite 110, Las Vegas, Nevada 89139

In response to the Subpoena/Subpoena Duces Tecum to Person under Foreign Subpoena, issued by the Fairfax County Circuit Court on June 9, 2020, pursuant to VA CODE §§ 8.01-412.8—8.01-412.15 (the “Subpoena Duces Tecum”), non-party Federal Home Loan Mortgage Corporation (“Freddie Mac”) hereby serves these Objections and Responses to SFR Investments Pool 1, LLC, et al. (“SFR Investments”) Subpoena Duces Tecum and the request for documents contained therein (the “Requests”).

Freddie Mac’s General Objections are set forth below. These objections are incorporated by reference in each of Freddie Mac’s objections as if set forth separately therein. The assertion of additional specific objections to a particular Request or the repetition of a General Objection shall not be construed as waiving any applicable objection with respect to that or any other Request. Freddie Mac reserves the right to assert additional objections or to supplement the objections set forth herein.

GENERAL OBJECTIONS

1. Freddie Mac objects to the Requests to the extent they seek to impose obligations upon Freddie Mac that exceed the requirements of the Virginia Rules of Civil Procedure, the local rules of the Circuit Court for Fairfax County, Virginia, and any applicable orders regarding discovery entered by the District of Nevada of Clark County (the “Court”) in Case No. A-13-

1 684715-C (the "Litigation").

2 2. Freddie Mac objects to the Subpoena Duces Tecum as overly broad, unduly
3 burdensome, irrelevant, and not proportional to the needs of the Litigation to the extent it seeks
4 information beyond what is required by the Virginia Rules of Civil Procedure, the local rules of the
5 Circuit Court for Fairfax County, Virginia, and any applicable orders regarding discovery entered by
6 the Court in the Litigation.
7

8 3. Freddie Mac objects to the Subpoena Duces Tecum and the Requests to the extent
9 they seek information that is protected from disclosure by the attorney-client privilege, the attorney
10 work product doctrine, the right of privacy recognized by the United States Constitution, or any
11 other applicable privilege, immunity, or confidentiality restriction, or that is otherwise exempt from
12 discovery. Such information will not be knowingly disclosed. The inadvertent disclosure or
13 production of any such information is not intended to be and will not constitute a waiver of any
14 privilege or right by Freddie Mac or any agreement to produce such privileged or protected
15 information, and Freddie Mac reserves the right to demand the return of any such privileged or
16 projected information and all copies thereof.
17
18

19 4. Freddie Mac objects to the Subpoena Duces Tecum and the Requests to the extent
20 that they require Freddie Mac to provide documents or information that Freddie Mac is not permitted
21 to disclose under the terms of any applicable confidentiality or non-disclosure agreement(s).
22

23 5. Freddie Mac objects to producing any documents or information that contain or
24 constitute trade secrets, or proprietary or confidential business information, except pursuant to a
25 mutually agreed upon protective order entered by the Fairfax County, Circuit Court
26

27 6. Freddie Mac objects to the Subpoena Duces Tecum and the Requests to the extent
28 they seek documents or information not maintained in the ordinary course of Freddie Mac's

1 business, not readily or easily retrievable without undue burden or cost, and/or not within Freddie
2 Mac's possession, custody, or control. Absent some agreement by SFR to reimburse Freddie Mac
3 for the reasonable costs and expenses associated therewith and/or entry of an applicable order by the
4 Fairfax County, Circuit Court, Freddie Mac will not search for, or retain for purposes of this
5 Subpoena Duces Tecum, outside the scope of its normal document retention policy, any backup
6 tapes or non-indexed and not readily accessible archived files, whether electronic or hard copy.
7

8 7. Freddie Mac objects to the Subpoena Duces Tecum and the Requests to the extent
9 they seek to impose on Freddie Mac any obligation to investigate or discover information from third
10 parties and/or any duty to search for and/or provide information that is not within Freddie Mac's
11 possession, custody, or control.
12

13 8. Freddie Mac objects to the Subpoena Duces Tecum and the Requests on the grounds
14 and to the extent they require Freddie Mac to provide documents or information equally available to
15 and/or already in the possession of the parties to the Litigation, including, without limitation,
16 documents or information provided to any of the parties to the Litigation in connection with prior
17 litigations, and documents or information that the parties to the Litigation can obtain from public
18 sources or from other parties in the Litigation.
19

20 9. Freddie Mac objects to the Subpoena Duces Tecum's time scope as overly broad,
21 unduly burdensome, irrelevant, not reasonably limited in temporal scope, and not proportional to the
22 needs of the Litigation, considering Freddie Mac's status as a non-party and the importance of the
23 requested discovery in resolving the issues in the Litigation, and because the burden and expense of
24 responding to the Requests for the time period specified outweighs the likely benefit of such
25 response.
26
27
28

1 10. Freddie Mac objects to the Subpoena Duces Tecum to the extent it assumes facts that
2 have not yet been established.

3 11. Freddie Mac objects to the Subpoena Duces Tecum and the Requests to the extent
4 they seek documents or information relating to matters that are not raised in the pleadings in the
5 Litigation on the grounds that such documents or information are not relevant to the issues, claims,
6 and/or defenses in the Litigation.

7
8 12. To the extent Freddie Mac provides any documents in response to the Subpoena
9 Duces Tecum, Freddie Mac does so without waiving or intending to waive, but on the contrary,
10 preserving and intending to preserve: (a) the right to object, on the grounds of competency,
11 privilege, relevance, or materiality, or any other proper grounds, to the use of such information for
12 any purpose, in whole or in part, in any subsequent proceedings, whether in the Litigation or in any
13 other litigation or proceeding; (b) the right to object on any grounds, at any time, to requests or other
14 discovery procedures involving or relating to the subject of the Subpoena Duces Tecum and the
15 Requests to which Freddie Mac may respond; and (c) the right at any time to revise, correct, add to,
16 or clarify any of the objections made herein.

17
18 13. Freddie Mac does not, and could not possibly, represent that any responses and/or
19 documents it might be required to provide in connection with the Subpoena Duces Tecum constitute
20 all of the information requested. Rather, as required by the Virginia Rules of Civil Procedure, any
21 such responses and/or document productions would be limited to responsive information identified
22 by Freddie Mac pursuant to a reasonable and duly diligent search and investigation conducted in
23 connection with the Subpoena Duces Tecum in those areas where such information is expected to be
24 found. To the extent the Subpoena Duces Tecum or the Requests purport to require more, Freddie
25 Mac objects on the grounds that they seek to compel Freddie Mac to conduct a search beyond the
26
27
28

1 scope of permissible discovery contemplated by the Virginia Rules of Civil Procedure, and that
2 compliance with the Subpoena Duces Tecum would impose an undue burden and expense on
3 Freddie Mac.

4
5 14. Freddie Mac objects to producing any documents created after the date the Subpoena
6 Duces Tecum was served on Freddie Mac on the grounds that production of such documents would
7 be unduly burdensome and not proportional to the needs of the Litigation.

8
9 15. Freddie Mac objects to the Subpoena Duces Tecum and the Requests as overly broad
10 and unduly burdensome in that the Subpoena Duces Tecum and the Requests are not proportional to
11 the needs of the Litigation, considering Freddie Mac's status as a non-party and the limited
12 significance of the requested discovery in resolving the issues in the Litigation, and because the
13 burden or expense of responding to the Subpoena Duces Tecum and the Requests as written
14 outweighs the likely benefit of such response.

15
16 16. No Objection, limitation, or agreement to search for or produce documents, or lack
17 thereof, made herein shall be deemed an admission by Freddie Mac as to the existence or
18 nonexistence of documents.

19
20 17. Freddie Mac objects to the Subpoena Duces Tecum and any Request seeking "all
21 documents," as overly broad, unduly burdensome, and not narrowly tailored to the issues, claims,
22 and/or defenses in the Litigation.

23
24 18. Freddie Mac reserves the right to supplement these objections and raise any
25 additional objections deemed necessary and appropriate.

26 **OBJECTION AND RESPONSE TO THE REQUESTS**

27 **REQUEST NO. 1**

28 1. **Any and all documents reviewed, referenced, or relied upon by the witness(es) to**

1 prepare for the topics listed in the deposition subpoena/notice.

2 **OBJECTION TO REQUEST NO. 1**

3 In addition to Freddie Mac's General Objections, which are specifically incorporated here,
4 Freddie Mac objects to Request No. 1 as overly broad, not reasonably limited in temporal scope, and
5 not proportional to the needs of the Litigation considering Freddie Mac's status as a non-party and
6 the limited significance of the requested discovery in resolving the issues in the Litigation.
7 Furthermore, Freddie Mac hereby incorporates each of its objections to any and all of the topics
8 listed on Exhibit A to the deposition Subpoena served on Freddie Mac in connection with the
9 Litigation by SFR Investments.
10
11

12 **RESPONSE TO REQUEST NO. 1**

13 Documents responsive to this Request were provided as exhibits to the Declaration of Dean
14 Meyer dated November 10, 2017 (the "Declaration"), attached as Exhibit B to Nationstar Mortgage,
15 LLC's Renewed Motion for Summary Judgment filed on November 15, 2017. Specifically, the
16 Ninth Circuit and Nevada Supreme Court have held that the Freddie Mac business records attached
17 to the Freddie Mac's declaration, supported by a declaration from a Freddie Mac employee, are
18 sufficient to establish Freddie Mac's ownership of a particular loan and relationship with its servicer,
19 without the need for further or duplicative evidence. *Federal Housing Finance Agency v. SFR*
20 *Investments Pool 1, LLC*, 893 F.3d 1136, 1149-50 (9th Cir. 2018); *Daisy Trust v. Wells Fargo Bank,*
21 *N.A.*, 445 P.3d 846, 849-51 (Nev. 2019). Subject to the foregoing objections, in response to this
22 Request, Freddie Mac will disclose Freddie Mac's business records provided as exhibits to the
23 Declaration at Bates Numbers Nationstar_Gutierrz_FHLMC000001 -
24 Nationstar_Gutierrz_FHLMC000195.
25
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1
2
3 Dated: July 8, 2020
4

Respectfully submitted,

5 MCGUIREWOODS LLP

6 

7 John H. Maddock III

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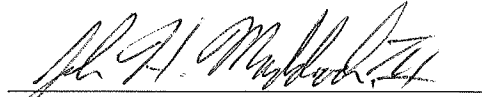
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21 *Counsel for Non-Party Federal Home Loan Mortgage*
22 *Corporation*
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CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of July, 2020, I served the foregoing *Non-Party Federal Home Loan Mortgage Corporation's Objections and Responses to Subpoena/Subpoena Duces Tecum to Person under Foreign Subpoena*, issued by the Fairfax County Circuit Court on June 9, on counsel for SFR Investments Pool 1, LLC, via federal express.



John H. Maddock III

Ex. 1-E

EXHIBIT 1-E

Ex. 1-E



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Transcript of Dean Meyer, Corporate Designee

Date: July 13, 2020

Case: Gutierrez -v- SFR Investments, et al.

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IN THE EIGHTH DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

---o0o---

IGNACIO GUTIERREZ, an)
individual,)
)
Plaintiff,)
)
vs.)
)
SFR INVESTMENTS POOL 1, LLC;)
NEVADA ASSOCIATION SERVICES,)
INC.; HORIZON HEIGHTS HOMEOWNERS)
ASSOCIATION; KB HOME MORTGAGE)
COMPANY, a foreign corporation;)
DOE Individuals I through X; ROE)
Corporations and Organizations I)
through X,)
)
Defendants.)
)
_____)
AND RELATED ACTION)
_____)

CASE NO.
A-13-684715-C

VIDEOCONFERENCED DEPOSITION OF FREDDIE MAC

30(B)(6) WITNESS DEAN MEYER

McLean, Virginia

Monday, July 13, 2020

Reported by:
LORI STOKES
CSR No. 12732

Job No. 308598

Pages 1 - 38

Transcript of Dean Meyer, Corporate Designee
Conducted on July 13, 2020

2

1 IN THE EIGHTH DISTRICT COURT OF THE STATE OF NEVADA

2 IN AND FOR THE COUNTY OF CLARK

3 ---o0o---

4 IGNACIO GUTIERREZ, an)
individual,)

5 Plaintiff,)

6 vs.)

CASE NO.
A-13-684715-C

7 SFR INVESTMENTS POOL 1, LLC;)
8 NEVADA ASSOCIATION SERVICES,)
INC.; HORIZON HEIGHTS HOMEOWNERS)
9 ASSOCIATION; KB HOME MORTGAGE)
COMPANY, a foreign corporation;)
10 DOE Individuals I through X; ROE)
Corporations and Organizations I)
11 through X,)

12 Defendants.)

13 _____)
AND RELATED ACTION)

16 --o0o--

17
18 Videoconferenced Deposition of FREDDIE MAC 30(B)(6)
19 WITNESS DEAN MEYER, taken on behalf of SFR Investments
20 Pool 1, LLC, at 8270 Greensboro Drive, Suite 110,
21 McLean, Virginia, beginning at 9:05 a.m. and ending at
22 10:02 a.m. on July 13, 2020, before LORI STOKES,
23 Certified Shorthand Reporter No. 12732.
24
25

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2
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12
13 TECHNICIAN: Michael Pietanza

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Transcript of Dean Meyer, Corporate Designee
Conducted on July 13, 2020

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McLean, Virginia

July 13, 2020 | 9:05 a.m. (Pacific Standard Time)

THE TECHNICIAN: Thank you to everyone for attending this proceeding remotely, which we anticipate will run smoothly.

Please be aware that we are recording this proceeding for backup purposes. Any off-the-record discussions should be had away from the computer. Please remember to mute your microphone for those conversations.

Please have your video enabled to help the reporter identify who is speaking. If you are unable to connect with video and are connecting via phone, please identify yourself each time before speaking.

We will provide a complimentary, unedited recording of this deposition with the purchase of the transcript if you are interested.

I apologize in advance for any technical-related interruptions. Thank you.

FREDDIE MAC 30(B)(6) WITNESS DEAN MEYER, having been administered an oath, was examined and testified as follows:

1 EXAMINATION

2 BY MS. EBRON:

3 Q Good morning. I'm Diana Ebron, and I
4 represent SFR Investments Pool 1, LLC in this matter.

5 Can you hear me okay?

6 A Yes.

7 Q Great. Please state your name for the
8 record.

9 MR. MADDOCK: Just before we start, I want to
10 state something on the record.

11 This is John Maddock for McGuireWoods,
12 counsel for Freddie Mac. My understanding is that
13 there was a stipulation and order to reopen discovery
14 following remand entered in the case on March 13th,
15 2020, and Freddie Mac would reserve its rights with
16 regard to the discovery period that's set forth in that
17 stipulation and order.

18 Go ahead.

19 MS. EBRON: Okay. All right.

20 I'm not sure I understand what you mean by
21 that, just because Freddie Mac wasn't a party to it.

22 MR. MADDOCK: Just reserving rights, that's
23 all.

24 MS. EBRON: Okay.

25

Transcript of Dean Meyer, Corporate Designee
Conducted on July 13, 2020

9

1 BY MS. EBRON:

2 Q Mr. Meyer, who is your employer?

3 A Freddie Mac.

4 Q How long have you worked there?

5 A A little over 20 years.

6 Q What's your current position?

7 A Director of loss mitigation.

8 Q Have you held other positions there?

9 A Yes.

10 Q What positions?

11 A I've been director of loss mitigation for
12 about ten years. Before that, I was director of
13 policy.

14 Q Any other positions at Freddie Mac?

15 A A short stint I was -- I ran a group that
16 worked with nonprofits.

17 Q Anything else?

18 A Nope.

19 Q Have you ever worked for Bank of America NA?

20 A No.

21 Q Have you ever worked for Countrywide?

22 A No.

23 Q Have you ever worked for Nationstar Mortgage
24 LLC?

25 A No.

1 Q About how many times have you been deposed?

2 A 20, 25 times.

3 Q You've testified at trials, correct?

4 A Yes.

5 Q About how many times?

6 A Ten.

7 MS. EBRON: Can we put up Exhibit 1, which is
8 the Notice of Deposition -- or Notice of Subpoena for
9 Rule 30(b)(6) Deposition.

10 (Deposition Exhibit 1 was marked for
11 identification by the court reporter.)

12 BY MS. EBRON:

13 Q Can you see that okay?

14 A I can see it.

15 THE TECHNICIAN: Just let me know if you need
16 me to zoom, or if you want me to navigate, as well.

17 THE WITNESS: Why don't you zoom in a little
18 bit. Go to like 75 percent.

19 THE TECHNICIAN: Okay.

20 BY MS. EBRON:

21 Q If you can just go to page 4 of the exhibit.

22 Sorry, 4 of the subpoena.

23 Did you have a chance to review the subpoena?

24 A Yes.

25 Q And to review the topics that are listed

1 there on page 4 of the subpoena?

2 A Yes.

3 Q During this deposition, whenever we're
4 talking about the property, we're going to be referring
5 to the real property located at 668 Moonlight Stroll
6 Street, Henderson, Nevada 89002, Parcel Number
7 179-31-714-036, okay?

8 A Okay.

9 Q And when we talk about the Deed of Trust,
10 we'll be referring to the document recorded in the
11 official records of the Clark County recorder as
12 Instrument Number 200507200004600 on or about July 20,
13 2005, okay?

14 A Okay.

15 Q When we talk about the borrower, we'll be
16 referring to Ignacio Gutierrez, okay?

17 A Okay.

18 Q Are you the person that Freddie Mac has
19 designated to testify on its behalf for topics in this
20 notice?

21 A Yes.

22 Q Are there any portions of it that you're not
23 prepared to testify about today?

24 MR. MADDOCK: Ms. Ebron, as you know, on
25 July 8th, Freddie Mac served objections to the

1 deposition topics.

2 Mr. Meyer can certainly testify, but I want
3 to reiterate those objections.

4 MS. EBRON: And those were objections that
5 were included with the subpoena duces tecum response?

6 MR. MADDOCK: They were -- no.

7 They were separate objections to the
8 deposition subpoena and -- I'm sorry.

9 They were objections served to the deposition
10 subpoena, and there were objections and responses
11 served to the subpoena duces tecum.

12 MS. EBRON: Okay.

13 Can we go to Exhibit 3.

14 (Deposition Exhibit 3 was marked for
15 identification by the court reporter.)

16 BY MS. EBRON:

17 Q Is this the document that you're...

18 THE TECHNICIAN: I can zoom in, if you like.

19 MS. EBRON: Yeah. And maybe scroll a little
20 bit to see if this is the document that Counsel is
21 referring to.

22 MR. MADDOCK: These are the objections and
23 responses to the subpoena duces tecum.

24 MS. EBRON: Okay. I don't think I received a
25 separate response for -- well, maybe I did. Maybe it's

1 just saved differently in my file.

2 Do you want to just go ahead and generally
3 state your objections? Because I don't know that I saw
4 that other document.

5 MR. MADDOCK: Well, I believe the objections
6 to the deposition subpoena was included in the same PDF
7 file that was emailed to you on Friday, July 10th.

8 MS. EBRON: Okay.

9 MR. MADDOCK: That objection -- the
10 objections were divided into general objections, as
11 well as specific objections. By no way am I limiting
12 what's set forth in those written objections.

13 Topic 1 was objected to on the grounds that
14 it requires Freddie Mac to provide information equally
15 available and already in the possession of the parties
16 to the litigation; that Mr. Meyer's statements are
17 already contained in the declaration and exhibits
18 thereto.

19 Topic Number 2 was objected to specifically
20 as overly broad; seeks information not relevant to the
21 parties' claims or defenses; not proportional to the
22 needs of the litigation.

23 It specifically cites the references -- the
24 Ninth Circuit's decision in Federal Housing Finance
25 Agency versus SFR and the Nevada's Supreme Court's

1 decision Daisy Trust versus Wells Fargo standing that
2 loan ownership and servicer relationship can be
3 established with a Freddie Mac declaration and the
4 business records attached thereto; and that further
5 evidence is duplicative and its production not
6 proportional to the needs of the case.

7 Topic Number 3 was objected to specifically
8 on the same basis as objection -- the objection set
9 forth in response to Topic Number 2.

10 MS. EBRON: Okay. I found them. Thank you
11 for restating those. I did get that in the email, but
12 I guess it didn't come in the mail or wasn't saved that
13 way with my file.

14 BY MS. EBRON:

15 Q Okay. Mr. Meyer, are you prepared to testify
16 about all of the topics?

17 A Yes.

18 Q What did you do to prepare for your
19 deposition?

20 A I reviewed the declaration I signed back in
21 2017 and the exhibits that were part of that. I also
22 looked at the systems where those documents came from
23 to ensure that nothing had changed related to the loan
24 in question with those particular documents, as well,
25 and discussions with counsel.

1 Q Anything else?

2 A No.

3 Q Did you reach out to anyone within Freddie
4 Mac to obtain information for testimony -- for your
5 testimony?

6 A No.

7 Q Did you reach out to anyone outside of
8 Freddie Mac besides your counsel to obtain information
9 for your testimony?

10 A No.

11 Q What systems did you review?

12 A MIDAS is our mainframe. Also Loan
13 StatusManager, which is another reporting system that
14 generates reports off of data in our corporate data
15 warehouse.

16 Q Did you review any other systems?

17 A No.

18 Q What did you review in Loan StatusManager?

19 A Loan StatusManager, two reports are reviewed,
20 which is the TOS Summary Report, that's the report that
21 tracks the changes in servicer on this particular loan,
22 so it's called Transfer of Servicing Report. So any
23 time the servicing transferred, I looked at that
24 report.

25 And also a report that's called a Mortgage

1 Payment History, which is a detailed of the reporting
2 and remitting of funds from the servicer to Freddie Mac
3 over time.

4 Q Anything else?

5 A No.

6 Q Where does the information come from when
7 it's input into the transfer of servicer report or
8 summary report?

9 A So all the loan-level data for Loan
10 StatusManager and MIDAS comes from our corporate data
11 warehouse. That's the system that houses all the data
12 on every loan we own.

13 Q What did you see when you reviewed the
14 mortgage payment history?

15 A Like I said, it has reporting information
16 from the servicer from the point we purchased the loan
17 up until last month. Every month, they report data to
18 us on the loan.

19 Q Has Freddie Mac been receiving payments from
20 the servicer for this loan?

21 A I believe the last installment that Freddie
22 Mac received related to this loan that the servicer
23 reported to us was March of 2010.

24 Q Would I be correct to understand that
25 Nationstar has not ever transferred any money for this

1 loan that it had received from the borrower?

2 A That's not correct.

3 So we require servicers to remit the interest
4 that's due to Freddie Mac on the loan, even if the
5 borrower does not make payments up until a point of
6 delinquency; and then the servicer can opt to continue
7 passing through that interest or stop passing that
8 interest through to us.

9 Q Okay. So do you know when Nationstar became
10 the servicer?

11 A I believe it was in -- sometime in 2012. I
12 would have to look at the TOS report to verify the
13 exact date.

14 Q And that's attached to your declaration?

15 A Yes.

16 MS. EBRON: Can we put that up. Exhibit
17 Number 2.

18 (Deposition Exhibit 2 was marked for
19 identification by the court reporter.)

20 MS. EBRON: Will it let me scroll?

21 THE TECHNICIAN: Yeah, I can give you the
22 control.

23 MS. EBRON: Okay.

24 THE TECHNICIAN: You are in control now.

25 MS. EBRON: Awesome.

1 BY MS. EBRON:

2 Q While we're scrolling this Exhibit 1, can you
3 read that?

4 A It's very blurry, but I'm --

5 Q You're familiar with it?

6 A I'm familiar with it, yes.

7 Q Which screen is this?

8 A This is from MIDAS. It's called the Loan
9 Basic Inquiry screen within MIDAS.

10 Q Okay. What about this one?

11 A That's the second page of that Loan Basic
12 Inquiry screen in MIDAS.

13 Q So this is Exhibit 2 to your declaration.

14 A That is also a screen from MIDAS, as well.

15 Q Exhibit 3 to your declaration is...

16 A There you go.

17 Q Okay. This is the report you were talking
18 about?

19 A Yes.

20 Q And what does this show us?

21 A So if you pull it down just a little bit, I
22 can't see the top of it.

23 So as it states, this is from our Loan
24 StatusManager. That's the system. It's a TOS Summary
25 Report.

1 So TOS stands for transfer of servicing.
2 It's a report that identifies any transfer of servicing
3 from one servicer ID to another servicer ID.

4 Q And so the effective date of the transfer of
5 service to Nationstar was July 16th, 2012; is that
6 right?

7 A That's correct.

8 Q Okay. Do you know what type of information
9 has been redacted at the bottom?

10 A I'm trying to remember it. I would be
11 speculating at this point. It's been a little while
12 since I looked at one focused on that section of it.
13 But it could be the number of loans that servicer
14 services for us overall.

15 Q Okay. And then the other part is just
16 redacting a portion of the loan number; is that
17 correct?

18 A Yeah. It's the first five digits of the loan
19 number redacted, yes.

20 Q Okay. So where would you look to see whether
21 Nationstar was forwarding money to Freddie Mac?

22 A So one other exhibit would be in Loan
23 StatusManager. It would be a loan payment history
24 summary. Not that one. Keep going.

25 Q This one?

1 A That one, yes.

2 Q So this page at the top says it was generated
3 July 26, 2017, right?

4 A I believe it says that, yes.

5 Q Roughly three years ago?

6 A Yes.

7 Q What column do I look at to see if Freddie
8 Mac had received any money related to this loan?

9 A So scroll down to where you see, in the -- go
10 back so I can show you which columns.

11 But it would be the "Principal Due" and
12 "Interest Due," which is one, two, three, four, five,
13 six -- the seventh and eighth column.

14 If you scroll down to where there's numbers
15 in there, that would be funds that the servicer had
16 advanced to us or paid to us.

17 It ends right there, yes.

18 Q Okay. So since 11/15 of 2012?

19 A Yeah, correct.

20 Q Okay.

21 And then there's a -- on that same line or
22 close to that line, it says, "Inactive Loan."

23 What does that mean? There's a column all
24 the way at the end on the right.

25 A Right. As I stated before, once the loan

1 goes into default, the borrower is not making payments,
2 we require the servicer to advance to Freddie Mac the
3 interest that's due Freddie Mac on the loan.

4 At a certain point of delinquency, they can
5 report a code, it's an inactive code, that says they're
6 taking the option to not advance that interest to us
7 any longer. That's what that code means, and you can
8 see that's the last month in which any interest was
9 passed through to Freddie Mac.

10 Q Are there certain actions that the servicer
11 is supposed to take at that time when there's an
12 inactive loan?

13 A Other than reporting to us that they're not
14 going to pass through interest anymore, report the
15 code, and then they stop advancing the interest to us
16 on a monthly basis. That's all they do.

17 Q Okay. So the association foreclosure sale in
18 this case was April 5th, 2013.

19 So by that time, the loan had already been
20 inactive for about five months or six months; is that
21 right?

22 A Correct. Remember, inactive just means
23 they're not required to pass through interest to
24 Freddie Mac. That's all it means.

25 Q Okay. Who is the document custodian for the

1 original wet ink signature promissory note?

2 A I'm not sure who is the custodian for it
3 today.

4 Q Do you know who was at the time of the
5 association sale in 2013?

6 A No.

7 Q Where would you look in your records to find
8 that information?

9 A There is a system called Note Tracker that
10 tracks who the custodian is at any time for each of our
11 notes.

12 Q Is that within MIDAS?

13 A No. It's a separate system that pulls data
14 from our corporate data warehouse just like MIDAS does,
15 but it's a separate system.

16 Q Do you have access to that system?

17 A Yes.

18 Q Is there a reason why you didn't look at it
19 in preparation for your deposition?

20 Well, I guess I don't want to know if your
21 attorney told you not to. But was there some other --
22 like, was the system down or...

23 MR. MADDOCK: I am going to state an
24 objection.

25 Mr. Meyer, you can only answer the question

1 if you can answer it outside of any communication from
2 Freddie Mac's counsel.

3 THE WITNESS: So I did not review that
4 system.

5 BY MS. EBRON:

6 Q Okay. Is there a reason that you can tell
7 me, given your counsel's admonition not to tell me if
8 it was conversation with counsel, that made it so that
9 you didn't do it?

10 MR. MADDOCK: Same objection.

11 Mr. Meyer, do not answer -- you can only
12 answer the question if you can do so outside of
13 information that was discussed with Freddie Mac's
14 counsel.

15 THE WITNESS: Again, I did not review that
16 system.

17 MS. EBRON: And so just to clarify for the
18 record, Counsel, are you directing him not to answer
19 why he did not look at it?

20 MR. MADDOCK: I've stated the objection.

21 If he can answer it outside of a conversation
22 with counsel, he's free to answer the question.

23 MS. EBRON: Okay.

24 MR. MADDOCK: If he cannot, then he should
25 not -- I am directing him not to answer the question if

1 he cannot do so.

2 MS. EBRON: Okay.

3 BY MS. EBRON:

4 Q Can you answer the question?

5 A No.

6 Q Okay. Have you ever received the original
7 wet ink signature promissory note?

8 A No.

9 Q Do you know what endorsements are on the
10 original wet ink signature promissory note?

11 A I have not seen the original note or a copy
12 of the original note, so I would not know for certain
13 what endorsements are on it.

14 Q Is there somewhere within the systems of
15 record that you reviewed that can tell you what
16 endorsements are on the promissory note?

17 A No.

18 Q So that information would not be located
19 within MIDAS?

20 A No. What I can tell you is we require all
21 the notes that we purchase to be endorsed in blank.
22 There's no system that will state that this note was
23 endorsed in blank. I just know intuitively it should
24 have been endorsed in blank. But there's no records in
25 our system -- or since I didn't review the note or a

1 copy of it -- whether that endorsement is actually
2 there.

3 Q Okay.

4 When Freddie Mac first purchased this loan,
5 did it make a record of what endorsements were on the
6 note?

7 A No. When we purchase the note, we require
8 the original document custodian to certify that the
9 note is endorsed in blank, but -- but we don't have any
10 physical data that says it's there. They just say the
11 note is endorsed in blank, and that tells us that we
12 can fund and pay -- buy the loan.

13 So if we bought the loan, it had to be
14 endorsed in blank.

15 Q Okay. Who was the original document
16 custodian that would have certified that?

17 A So I don't know for certain, but Countrywide
18 was the original ID for that loan, typically,
19 Countrywide was the custodian at the time, but I do not
20 know for certain.

21 Q So am I correct to understand that when
22 Freddie Mac purchased this loan, it purchased it from
23 Countrywide?

24 MR. MADDOCK: Objection. Form.

25 THE WITNESS: So we track everything by an

1 identification number.

2 So if you look to that TOS report, it
3 identifies -- and in MIDAS -- identifies the seller and
4 ID as that.

5 If there's a name change to that ID, and in
6 this case from Countrywide to Bank of America, our
7 systems show Bank of America as the seller -- current
8 seller assigned to that ID.

9 So if there was another name for that company
10 to merge or whatever prior to that, it would reflect
11 that at the time of the sale.

12 So I know in 2005 Countrywide was the seller
13 ID that this loan is in question, so I just intuitively
14 know that that was Countrywide. But all of our systems
15 reflect that ID as owned by Bank of America.

16 BY MS. EBRON:

17 Q Okay. So that information -- that screen
18 that we looked at initially -- I'll go back up to it.

19 Is this the Loan Basic Inquiry screen, is
20 that where it shows the seller?

21 A So it will show the seller on the left-hand
22 side. Two rows below where there's a chunk of the loan
23 number redacted, it will have the seller ID.

24 And if you scroll down a couple of pages,
25 there will be another MIDAS screen to tell you what

1 entity is responsible for that ID today.

2 I believe that would be it right there.

3 Q Okay. And this is Exhibit 2 to the
4 declaration. Okay.

5 So is it correct to say that the original
6 document custodian at the time Freddie Mac purchased
7 the loan was Countrywide?

8 MR. MADDOCK: Objection. Asked and answered.

9 THE WITNESS: So I don't know because I did
10 not inquire who the original custodian was, but I know
11 that Countrywide generally had custodial services that
12 performed those duties when we purchased loans from
13 them. But I don't know for certain.

14 BY MS. EBRON:

15 Q Is there somewhere within Freddie Mac's
16 records, so like within MIDAS or some other system,
17 that states who would have done the certification that
18 the note was endorsed in blank?

19 A Yes.

20 Q Where is that?

21 A That would be in that note tracking system I
22 mentioned earlier.

23 Q Do you know if Freddie Mac has any policies,
24 practices or procedures to verify the document
25 custodian's certification?

1 A So the document custodians do get audited on
2 a regular basis. As a part of that audit, they sample
3 loans to validate that the certification process was
4 done properly.

5 Q Do you know if this loan was ever one that
6 was verified in that way?

7 A I do not know.

8 Q Is there a contract or agreement between
9 Freddie Mac and the document custodian?

10 A Yes.

11 Q Is there one that includes this particular
12 loan?

13 A So every document custodian has an agreement
14 between Freddie Mac, the custodian and the servicer.
15 It's called a tri-party agreement. But there is an
16 agreement for each custodian.

17 You would not be able to identify in that
18 agreement any individual loans because it's just for
19 the general relationship. And it covers every loan
20 that that custodian manages that process for us.

21 Q Do you know where the tri-party agreement
22 that would be applicable to this loan is stored in your
23 documents?

24 A I believe it would be somewhere with our
25 legal department.

1 Q Have you ever seen a document custodian
2 agreement that would be applicable to this particular
3 loan?

4 A I don't know for certain, but I have reviewed
5 and seen several of the document custodial agreements.
6 Whether it's one that's tied between Freddie Mac and
7 the original custodian or the current custodian, I
8 don't recall which ones I've reviewed.

9 Q When we talk about that tri-party agreement,
10 we're not talking about the servicing guidelines, are
11 we?

12 We're talking about like a separate document
13 where people signed it?

14 MR. MADDOCK: Objection. Form.

15 THE WITNESS: So the document custodial
16 agreement is not part of the guide.

17 BY MS. EBRON:

18 Q And it is a separate document that is signed
19 by the parties who are agreeing to be bound by it?

20 MR. MADDOCK: Objection. Legal conclusion.

21 THE WITNESS: So I don't recall if the
22 document -- the agreement is signed by the parties. I
23 don't recall. But it's a document that governs that
24 relationship.

25

1 BY MS. EBRON:

2 Q Okay. Would there be a different document
3 besides the tri-party agreement that the document
4 custodian would sign and Freddie Mac would sign?

5 A So the document that governs the relationship
6 is that document, custodial agreement. Whether that is
7 countersigned by the parties, I don't recall seeing or
8 not seeing it on the ones I reviewed.

9 Q Where would you need to look in your records
10 to see if such a document, one that is countersigned by
11 the parties, exists for this loan?

12 A I would have to reach out to the legal -- our
13 legal department, to the area that manages those
14 agreements.

15 Q Is there a specific person in the legal
16 department that you would reach out to for this
17 particular loan?

18 A I would have to make a general inquiry and
19 ask them to track down which area of the department
20 because it's a pretty big department.

21 Q Is there a document between Freddie Mac and
22 Nationstar that both Freddie Mac and a representative
23 of Nationstar signed saying Nationstar would be the
24 servicer for this loan?

25 A So when there is a transfer of servicing,

1 there is a form that identifies who the prior servicer
2 is and the new servicer is going to be.

3 When they accept that transfer of servicing,
4 they agree to be bound by -- the Seller Servicer Guide
5 is the contract between the new servicer and Freddie
6 Mac.

7 I don't recall if that form requires the
8 servicer and Freddie Mac's signature on it.

9 Q So is that like one of those things on --
10 like if you're online, and it's, like, click here if
11 you accept to be bound by these terms and conditions?

12 MR. MADDOCK: Objection. Form. Legal
13 conclusion.

14 THE WITNESS: Well, every servicer that --
15 every loan that we service and we own that a servicer
16 services, they agree to service them according to the
17 Seller Servicer Guide.

18 In order to become an approved servicer, they
19 have to agree to abide by those terms.

20 BY MS. EBRON:

21 Q What is the document that shows that they
22 agree to that?

23 A I believe it's the guide itself that says we
24 will -- we filed an application via servicer, and we
25 reviewed them and said, yes, you are eligible to be a

1 servicer, you must service these loans according to
2 this guide.

3 I don't know if there is a letter that is
4 countersigned by both or it's just an agreement that
5 they say, okay, we're going to service loans for you;
6 we will abide by this process.

7 Q You don't know if there is a document signed
8 by Nationstar saying they agree to be bound by the
9 guide?

10 A I haven't seen one for this particular
11 servicer.

12 Q What's the name of the form you were
13 mentioning about the -- that shows the prior and the
14 new servicer?

15 A I can't -- it's a form -- it's a form that's
16 in our guide.

17 So if you go to the Exhibits and Forms
18 section of the guide, it will be listed somewhere in
19 there as a transfer of servicing form. I don't recall
20 the name of it.

21 But it's a form that's out in AllRegs, which
22 is the company that posts our sale servicer guide.

23 Q Is that something that's attached to your
24 declaration?

25 A I don't believe that --

1 MR. MADDOCK: Objection.

2 Go ahead and restate it perhaps. I just want
3 to know what you're referring to.

4 BY MS. EBRON:

5 Q Okay. So the document we've got here as
6 Exhibit 2 has some portion of the servicing guide. I
7 was just wondering if the form that you were talking
8 about was part of that.

9 And I don't -- it's like 120 pages of the
10 guide that's attached. I don't know if you want to go
11 through it or if you recall if the form was part of it
12 or not.

13 A So I don't believe the actual form is. I
14 know there's a section that was produced that talks
15 about transfer services. In that section, it would
16 probably reference that form, and if you were online,
17 it would have a hyperlink to that form.

18 Q Okay. And the form would show whether or not
19 somebody had to sign; is that right?

20 MR. MADDOCK: Objection. Speculation.

21 THE WITNESS: I would have to look at the
22 form to see whether it requires a signature or not. I
23 don't recall off the top of my head.

24 BY MS. EBRON:

25 Q Okay.

1 Is there a Power of Attorney between
2 Nationstar and Freddie Mac for this loan?

3 A So we do provide servicers -- in this case
4 Nationstar is our servicer. We give them a Power of
5 Attorney to do certain things on behalf of Freddie Mac
6 throughout the foreclosure or bankruptcy process.

7 So they do have a Power of Attorney that they
8 record in jurisdictions that require that to be done.

9 Q Do you know if there's one that's applicable
10 to this loan?

11 A Again, there wouldn't be any loan specific.

12 If the servicer requests -- and it's a
13 generic Power of Attorney for servicing-related
14 activities, we would provide them as many copies as
15 they need to record in whatever jurisdiction that
16 requires that Power of Attorney to be recorded.

17 But it wouldn't be any specific -- for any
18 specific loan.

19 Q Where would those be stored within Freddie
20 Mac's records?

21 A Our legal department would have copies of the
22 ones that have been executed and provided to them.

23 Q Does Freddie Mac maintain the applications
24 that a servicer would make to Freddie Mac to become a
25 servicer?

1 A I don't know if they retain them, for what
2 period of time. I don't know.

3 Q Am I correct to understand that it's Freddie
4 Mac who makes the decision about when or if a loan will
5 be transferred to another servicer?

6 A Yeah. There's a section of the guide --
7 yeah. So every transfer of servicing for any of our
8 loans has to be approved by Freddie Mac.

9 Q Do you know why this loan was transferred
10 from Bank of America to Nationstar?

11 A No.

12 Q Is there a particular department at Freddie
13 Mac that handles the applications to become servicers?

14 A Yes.

15 Q What's the name of that department?

16 A I'm not quite sure what the name would be
17 today, but at one point in time eligibility was the
18 area that would manage that process.

19 But what the name is today, I have no idea.
20 I would have to make an inquiry.

21 MS. EBRON: Those are the questions that I
22 have for you today. I would reserve my right to recall
23 to the extent any additional documents are produced.

24 MR. MADDOCK: Can we have five minutes?

25 MS. EBRON: Sure.

1 (Recess taken from 9:56 a.m. to
2 10:00 a.m.)

3 MR. MADDOCK: This is John Maddock on behalf
4 of Freddie Mac.

5 We don't have any questions or anything
6 further.

7 MS. MORGAN: No questions on behalf of
8 Nationstar.

9 MS. EBRON: I would like a copy of the
10 transcript, please.

11 THE STENOGRAPHER: Ms. Morgan, would you like
12 a copy?

13 MS. MORGAN: No, thank you.

14 THE STENOGRAPHER: And how about Mr. Maddock?

15 MR. MADDOCK: Yes.

16 THE STENOGRAPHER: Does anybody need a rough?
17 Or is there a rush on the transcript at all?

18 MS. EBRON: What is your normal turnaround
19 time?

20 THE STENOGRAPHER: Two weeks.

21 MS. EBRON: It should be okay with two weeks.

22 MS. MORGAN: You know what, let me go ahead
23 and get a copy of that transcript.

24 THE STENOGRAPHER: Okay.

25 MS. EBRON: If it's going to be longer, I

1 would need a heads up.

2 THE STENOGRAPHER: No, it won't be longer.

3 MS. EBRON: Okay. I think two weeks is fine.

4 THE STENOGRAPHER: All right. Thank you,
5 everybody. Have a good day.

6 (Time noted 10:02 a.m.)

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STATE OF CALIFORNIA

CERTIFICATE OF REPORTER

I, LORI STOKES, do hereby certify that the witness in the foregoing deposition was by me duly affirmed to tell the truth, the whole truth and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and place therein stated; that the testimony of said witness was reported by me and was thereafter transcribed under my direction and supervision; that the foregoing is a full, complete and true record of said testimony; that the witness was given an opportunity to read and, if necessary, correct said deposition and to subscribe the same.

I further certify that I am not of counsel or attorney for either or any of the parties in the foregoing deposition and caption named, or in any way interested in the outcome of the cause named in said caption.

IN WITNESS WHEREOF, I have hereunto set my hand
this 13th day of July, 2020.

Gori Stokes

LORI STOKES, CSR No. 12732

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<p>th 8:14, 13:7, 19:5, 38:23 thank 7:4, 7:20, 14:10, 36:13, 37:4 thereafter 38:12 therein 38:10 thereto 13:18, 14:4 things 31:9, 34:5 think 12:24, 37:3 three 20:5, 20:12 through 1:17, 1:19, 2:16, 2:18, 17:7, 17:8, 21:9, 21:14, 21:23, 33:11 throughout 34:6 tied 29:6 time 7:2, 7:15, 15:23, 16:3, 21:11, 21:19, 22:4, 22:10, 25:19, 26:11, 27:6, 35:2, 35:17, 36:19, 37:6, 38:10 times 10:1, 10:2, 10:5 today 11:23, 22:3, 27:1, 35:17, 35:19, 35:22 told 22:21 top 18:22, 20:2,</p>	<p>33:23 topic 13:13, 13:19, 14:7, 14:9 topics 10:25, 11:19, 12:1, 14:16 tos 15:20, 17:12, 18:24, 19:1, 26:2 track 25:25, 30:19 tracker 22:9 tracking 27:21 tracks 15:21, 22:10 transcribed 38:12 transcript 7:18, 36:10, 36:17, 36:23 transfer 15:22, 16:7, 19:1, 19:2, 19:4, 30:25, 31:3, 32:19, 33:15, 35:7 transferred 15:23, 16:25, 35:5, 35:9 tri-party 28:15, 28:21, 29:9, 30:3 trials 10:3 true 38:14 trust 11:9, 14:1 truth 38:8, 38:9 trying 19:10 turnaround 36:18</p>	<p>two 15:19, 20:12, 26:22, 36:20, 36:21, 37:3 type 19:8 typically 25:18</p> <hr/> <p>U</p> <hr/> <p>unable 7:13 under 38:12 understand 8:20, 16:24, 25:21, 35:3 understanding 8:12 unedited 7:16 until 16:17, 17:5</p> <hr/> <p>V</p> <hr/> <p>validate 28:3 vegas 3:9, 4:9 verified 28:6 verify 17:12, 27:24 versus 13:25, 14:1 via 7:14, 31:24 video 7:12, 7:14 videoconferenced 1:27, 2:28 village 4:7 virginia 1:29, 2:31, 3:19, 7:1 vs 1:9, 2:9</p>	<p>W</p> <hr/> <p>want 8:9, 10:16, 12:2, 13:2, 22:20, 33:2, 33:10 warehouse 15:15, 16:11, 22:14 way 13:11, 14:13, 20:24, 28:6, 38:19 we'll 11:10, 11:15 we're 11:3, 11:4, 18:2, 29:10, 29:12, 32:5 we've 33:5 weeks 36:20, 36:21, 37:3 wells 14:1 wet 22:1, 24:7, 24:10 whatever 26:10, 34:15 whenever 11:3 whereof 38:22 whether 19:20, 25:1, 29:6, 30:6, 33:18, 33:22 whole 38:8 within 15:3, 18:9, 22:12, 24:14, 24:19, 27:15, 27:16, 34:19 within-entitled 38:9</p>
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Transcript of Dean Meyer, Corporate Designee
Conducted on July 13, 2020

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witness 1:28, 2:29, 5:2, 5:3, 7:22, 10:17, 23:3, 23:15, 25:25, 27:9, 29:15, 29:21, 31:14, 33:21, 38:6, 38:11, 38:14, 38:22	0 00 36:2 02 2:32, 37:6 036 11:7 05 2:31, 7:2	200507200004600 11:12 2010 16:23 2012 17:11, 19:5, 20:18 2013 21:18, 22:5 2017 14:21, 20:3 2020 1:30, 2:32, 7:2, 8:15, 38:23 23219 3:19 25 10:2 26 20:3	702.634 4:11 714 11:7 75 10:18 7625 3:7
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yeah 12:19, 17:21, 19:18, 20:19, 35:6, 35:7 years 9:5, 9:12, 20:5 yourself 7:15	2 20 2:32, 9:5, 10:2, 11:12 200 4:8 2005 11:13, 26:12	5 56 36:1 5th 21:18	9 2:31, 7:2, 36:1
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[illegible]

August 4, 2020

(Date)

(Signature)

(Signature)

Ex. 1-F

EXHIBIT 1-F

Ex. 1-F

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Attorneys for Nationstar Mortgage LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,
Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC; NEVADA
ASSOCIATION SERVICES, INC.; HORIZON
HEIGHTS HOMEOWNERS ASSOCIATION;
KB HOME MORTGAGE COMPANY, a foreign
corporation; DOE Individuals I through X; ROE
Corporations and Organizations I through X,

Defendants.

Case No.: A-13-684715-C
Dept.: XVIII

SFR INVESTMENTS POOL 1, LLC, Nevada
Limited Liability Company,

Counter-Claimant and Third Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a Delaware
limited liability company; COUNTRYWIDE
HOME LOANS, INC., a foreign corporation;
DOES I through X; and ROES 1-10, inclusive,

Counter-Defendant and Third Party Defendants.

///

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JA_1666

COMMONWEALTH OF VIRGINIA
Fairfax County Court
CM 2020-288NON-PARTY MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.'S
RESPONSE TO SFR INVESTMENTS POOL 1, LLC'S
SUBPOENA DUCES TECUM

TO: SFR Investments Pool 1, LLC, through their attorneys of record, Kim Gilbert Ebron, Diana S. Ebron, Esq., 76235 Dean Martin Drive, Suite 110, Las Vegas, Nevada 89139

In response to the subpoena duces tecum to Mortgage Electronic Registration Systems, Inc. (MERS) issued by the Fairfax County Circuit Court in connection with case no. A-13-684715-C in the District Court for Clark County, Nevada (the **litigation**) MERS hereby serves these objections to the subpoena as follows.

MERS' general objections are set forth below. These objections are incorporated by reference in each of MERS' objections as if set forth separately therein. The assertion of additional specific objections to a particular request or the repetition of a general objection shall not be construed as waiving any applicable objection with respect to that or any other request. MERS reserves the right to assert additional objections or to supplement the objections set forth herein.

GENERAL OBJECTIONS

1. MERS objects to the subpoena to the extent it seeks to impose obligations upon MERS that exceed the requirements of the Rules of the Supreme Court of Virginia, the local rules of the Circuit Court for Fairfax County, Virginia, and any applicable orders regarding discovery entered by the District Court for Clark County, Nevada (the **court**) in the litigation.

2. MERS objects to the subpoena as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of the litigation to the extent they seek information beyond the requirements of the Rules of the Virginia Supreme Court, the local rules of the Circuit Court for Fairfax County, Virginia, and any applicable orders regarding discovery entered by the court in the litigation.

3. MERS objects to the subpoena on the grounds and to the extent it requires MERS to provide information equally available to and/or already in the possession of the parties to the litigation, including, without limitation, information provided to any of the parties in prior litigation, and information that parties to the litigation can obtain from public sources or other parties in the litigation.

1 4. MERS objects to the subpoena's time scope as overly broad, unduly burdensome,
2 irrelevant, not reasonably limited, and not proportional to the needs of the litigation.

3 5. MERS objects that it was not properly served with the subpoena.

4 6. MERS reserves the right to supplement these objections and raise any additional
5 objections deemed necessary and appropriate.

6 **SPECIFIC OBJECTIONS TO SUBPOENA REQUESTS**

7 **1. Communications and/or correspondence regarding transfer(s) of the underlying**
8 **loan associated with MIN 1000721-1140028613-0 and 668 Moonlight Stroll Street, Henderson,**
9 **NV 89015-3305.**

10 **Specific objections to request no. 1:**

11 MERS incorporates its general objections. MERS also objects to the extent the request seeks
12 confidential and proprietary information, or information subject to the attorney-client privilege and/or
13 work product doctrine. MERS further objects this request seeks information not relevant or
14 proportional to the litigation, and is overly broad and unduly burdensome in that it is not limited
15 temporally or limited to parties to the litigation. Subject to and without waiving any objections, MERS
16 produces the documents bates-labeled MERS00001-MERS000002.

17 **2. Communications and/or correspondence with Federal Home Loan Mortgage**
18 **Corporation regarding the MIN 1000721-1140028613-0 and 668 Moonlight Stroll Street,**
19 **Henderson, NV 89015-3305.**

20 **Specific objections to request no. 2:**

21 MERS incorporates its general objections. MERS also objects to the extent the request seeks
22 confidential and proprietary information, or information subject to the attorney-client privilege and/or
23 work product doctrine. MERS further objects this request seeks information not relevant or
24 proportional to the litigation, and is overly broad and unduly burdensome in that it is not limited
25 temporally or limited to parties to the litigation. Subject to and without waiving any objections, MERS
26 produces the documents bates-labeled MERS00001-MERS000002.

27 ///

28 ///

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 22nd day of July, 2020, I caused to be served a true and correct copy of the foregoing **NON-PARTY MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.'S RESPONSE TO SFR INVESTMENTS POOL 1, LLC'S SUBPOENA DUCES TECUM**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

KIM GILBERT EBRON

Diana S. Ebron	diana@kgelegal.com
KGE E-Service List	eservice@kgelegal.com
KGE Legal Staff	staff@kgelegal.com
Michael L. Sturm	mike@kgelegal.com
tomas tomas	tomas@kgelegal.com

LAW OFFICES OF P. STERLING KERR

P. Sterling Kerr	psklaw@aol.com
------------------	----------------

LAW OFFICES OF RICHARD VILKIN, P.C.

Richard J. Vilkin	richard@vilkinlaw.com
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I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

/s/ Patricia Larsen

An employee of AKERMAN LLP

Summary

1000721-1140028613-0
668 MOONLIGHT STROLL STREET
HENDERSON, NV 89015-3305

Transfer to Non-MERS Status

MOM
First Lien

Reg Date	08/02/2005		
County/Place	Clark County	Owner Occupied	Yes
Primary Borrower	GUTIERREZ, IGNACIO	SSN	xxxxxxxxxx
Note Amount	\$271,638.00	Note Date	07/06/2005
Pool Number	■8526	Investor Loan Number	xxxxxxxxxxxx
Securitization	N/A		
Servicer	9999999 - Non-MERS Member		
Custodian	1000648 - Deutsche Bank National Trust Company		
Investor	1000106 - Federal Home Loan Mortgage Corporation		
Subservicer	N/A		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

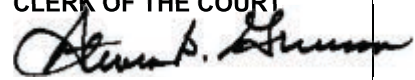
Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
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Milestones for 1000721-1140028613-0

Description	Date	Initiating Organization / User	Milestone Information
Transfer to Non-MERS Status	04/24/2012	1000157 Bank of America, N.A.	MIN Status: Transfer to Non-MERS Status New Servicer: 9999999 Non-MERS Member OldServicer: 1000157 Bank of America, N.A.
Transfer Beneficial Rights - Option 1	04/14/2011	1000106 Federal Home Loan Mortgage Corporation	MIN Status: Active (Registered) New Investor: 1000106 Federal Home Loan Mortgage Corporation OldInvestor: 1000157 Bank of America, N.A. Batch Number: [REDACTED] 3120 Transfer Date: 08/22/2005
Transfer Seasoned Servicing Rights	04/10/2007	1000721 KB Home Mortgage Company	MIN Status: Active (Registered) New Servicer: 1000157 Bank of America, N.A. OldServicer: 1000721 KB Home Mortgage Company Batch Number: [REDACTED] 1718 Sale Date: 03/30/2007 Transfer Date: 03/30/2007
Transfer Beneficial Rights - Option 2	08/15/2005	1000721 KB Home Mortgage Company	MIN Status: Active (Registered) New Investor: 1000157 Bank of America, N.A. OldInvestor: 1000721 KB Home Mortgage Company Batch Number: [REDACTED] 4812 Transfer Date: 08/12/2005
Registration	08/02/2005	1000721 KB Home Mortgage Company	MIN Status: Active (Registered) Servicer: 1000721 KB Home Mortgage Company

TAB 34



ERR

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DISTRICT COURT

CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVICES, INC.;
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION; KB HOME MORTGAGE
COMPANY, a foreign corporation, DOE
Individuals I through X, ROE Corporations and
Organizations I through X,

Defendants.

Case No. A-13-684715-C

Dept. No. XVIII

**ERRATA TO SFR INVESTMENTS POOL
1, LLC'S OPPOSITION TO NATIONSTAR
MORTGAGE, LLC'S MOTION FOR
SUMMARY JUDGEMENT, RENEWED
COUNTERMOTION TO STRIKE OR IN
THE ALTERNATIVE,
COUNTERMOTION FOR RULE 56(d)
RELIEF**

Hearing Date: August 26, 2020

Hearing Time: 10:00 a.m.

SFR INVESTMENTS POOL 1, LLC, Nevada
limited liability company,

Counter-Claimant and Third Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a
Delaware limited liability company;
COUNTRYWIDE HOME LOANS, INC., A
FOREIGN CORPORATION; DOES I-X; and
ROES 1-10, inclusive,

Counter-Defendant/ Third Party Defendants

1 SFR Investments Pool 1, LLC (“SFR”) hereby files its errata to its opposition to Nationstar
2 Mortgage LLC’s motion for summary judgment, renewed counter motion to strike, or in the
3 alternative, counter motion for Rule 56(d) relief to attach the exhibits which were inadvertently not
4 included in the filing.

5 Dated this 12th day of August, 2020

6 **KIM GILBERT EBRON**

7 By: /s/ Diana S. Ebron
8 DIANA S. EBRON, ESQ.
9 Nevada Bar No. 10580
10 7625 Dean Martin Drive, Suite 110
11 Las Vegas, Nevada 89139-5974
12 Telephone: (702) 485-3300
13 Facsimile: (702) 485-3301
14 *Attorney for Defendant/Counterclaimant/
15 Cross-Claimant,
16 SFR Investments Pool 1, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of August 2020, pursuant to NRCP 5(b)(2)(D), I caused service of a true and correct copy of the foregoing **ERRATA TO SFR INVESTMENTS POOL 1, LLC'S OPPOSITION TO NATIONSTAR MORTGAGE, LLC'S MOTION FOR SUMMARY JUDGEMENT, RENEWED COUNTERMOTION TO STRIKE OR IN THE ALTERNATIVE, COUNTERMOTION FOR RULE 56(d) RELIEF** to be made electronically via the Eighth Judicial District Court's electronic filing system

darren.brenner@akerman.com

Akerman Las Vegas Office .	akermanlas@akerman.com
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Melanie Morgan	melanie.morgan@akerman.com
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Donna Wittig	donna.wittig@akerman.com
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/s/ Diana S. Ebron
An employee of KIM GILBERT EBRON

Ex. 1

EXHIBIT 1

Ex. 1

DECLARATION OF DIANA S. EBRON, ESQ.

I, Diana S. Ebron, Esq., declare as follows:

1. I am an attorney with Kim Gilbert Ebron, and I am admitted to practice law in the State of Nevada.

2. I am counsel for SFR Investments Pool 1, LLC ("SFR") in this action.

3. I make this declaration in support of SFR's response to Nationstar's motion for summary judgment, SFR's renewed countermotion to strike or in the alternative for FRCP 56(d) relief.

4. I have personal knowledge of the facts set forth below based upon my review of the documents produced in this matter, except for those factual statements expressly made upon information and belief, and as to those facts, I believe them to be true, and I am competent to testify.

5. I am knowledgeable about how Kim Gilbert Ebron maintains its records associated with litigation, including litigation in this case which involves **668 Moonlight Stroll Street, Henderson, Nevada 89002; Parcel No. 179-31-714-046** (the "Property").

6. In my experience, in these types of cases, documents—particularly assignments of deeds of trust—recorded against a property by banks cannot always be trusted.

7. For example, when the Nevada Legislature was considering AB 284 in 2011, there was testimony regarding problems regarding chain of title, fraud on the court through the foreclosure process, along with the need for reform. *See* May 3, 2011 Hearing Minutes on AB 284, a true and correct copy of which is attached hereto as **Exhibit 1-A**.

8. At that hearing, the Chief Deputy Attorney General, Fraud Division, Office of the Attorney General noted the problems and its effect on courts at the hearing:

This bill is not so much about protecting homeowners as **it is about protecting the integrity of the judicial system in foreclosures and basic legal issues of standing and due process. . . . In many cases, fraud has become the rule rather than the exception.** In some companies we are investigating, **it is their business model.**

Many judges operate under the old paradigm that if the banks are making a representation that something is so, it must be so. Unfortunately, the paradigm

1 **has shifted, and that is not always the case.** This bill tells banks that if they are
2 going to say something is so, they must prove it is so.

3 *Id.* at p. 11 (emphasis added).

4 The Senior Deputy Attorney General, Office of the Attorney General also noted:

5 One reason why the office of the Attorney General supports this bill is that we
6 believe it is necessary to drive a paradigm shift in the perspective courts. That is
7 why it is important that there be legislative direction on this issue. **Prior to this,**
8 **the courts have appeared not to understand that they have a significant role to**
9 **play in this, in terms of ensuring that the documents that are relied upon for**
10 **foreclosures are indeed valid documents.** We are coming to the Legislature to
11 ask you to send that clear signal to the courts of Nevada, telling them that this is
12 part of their job, and they need to require the institutions attempting to enforce
13 foreclosures to document them.

14 *Id.* at p. 12 (emphasis added)

15 9. This problematic behavior by banks recognized by Nevada's legislature was
16 highlighted on a national scale when, in 2012, the Office of Inspector General, Department of
17 Housing & Urban Development issued its Memorandum No. 2012-CH-1803, a true and correct
18 copy of which is attached hereto as **Exhibit 1-B** ("OIG Report"). The OIG Report summarizes
19 the misconduct of five major lender / servicers, including Bank of America, CitiMortgage,
20 JPMorgan Chase, and Wells Fargo Bank, and Ally Financial. The summary findings were
21 demonstrate why publicly recorded documents cannot be accorded any presumption of validity:

- 22 ● The five servicers did not establish effective control over their foreclosure
23 process. This failure permitted a control environment in which:
- 24 ● Affiants routinely signed foreclosure documents, including affidavits,
25 certifying that they had personal knowledge of the facts when they did not and
26 without reviewing the supporting documentation referenced in them. Affiants . . .
27 consistently failed to verify the accuracy of the foreclosure documents they signed.
- 28 ● A number of employees . . . engaged as "robosigners," had little or no
education beyond high school and little or no experience in banking or real estate.
... work histories revealed a lack of qualifications to hold the titles held by affiants.
Interviews . . . disclosed that employees were given titles such as vice president for
the sole purpose of allowing the individuals to sign documents, and the titles came
with no other duties or authority.
- Notaries public for three of the servicers . . . routinely notarized documents
without witnessing affiant signatures.
* * *
- For two of the five servicers . . ., the amounts of borrower's indebtedness
were unsupported or mathematically inaccurate.
* * *

- The five servicers failed to follow HUD requirements for properties they foreclosed upon in judicial foreclosure States and jurisdictions . . . [which] required these services to obtain and convey to the Secretary of HUD good and marketable title to properties. **The mortgage servicers may have conveyed flawed or improper titles to HUD because they did not establish a control environment which ensured that affiants performed a due diligence review of the facts submitted to the courts and that employees properly notarized documents.**

Id. at 5-6.

10. For example, after the Nevada Supreme Court decided *SFR Investments Pool 1 v. U.S. Bank*, 130 Nev. 742, 743, 334 P.3d 408 (2014), a Discharge of Assignment was recorded against the property in 2015 purporting to rescind a 2011 assignment to U.S. Bank that included a statement that *U.S. Bank had never purchased the underlying promissory note*. See, **Ex. 1-C**, a true and correct copy of the Discharge of Assignment recorded against property from the *SFR* opinion. I have seen discharges of assignments in other cases that were recorded years after the assignments were recorded and years into litigation. In the underlying case number A-12-673671-C, *SFR Investments Pool 1, LLC v. U.S. Bank, N.A., as trustee for the Certificateholders of the Banc of America Mortgage Securities 2008-A Trust, Mortgage Pass-Through Certificates, Series 2008-A*, the bank was unable to explain the Discharge of Assignment. See *October 21, 2015 Deposition Testimony of Jessica Woodbridge*, at 54-56, at true and correct copy of which is attached as **Exhibit 1-D**.

11. In a particularly egregious example from one of SFR's cases, Nationstar Mortgage relied on a 2014 assignment for its purported interest and claim to for quiet title. However, over four years later in 2018, *after* filing for summary judgment, and *after* denying in its answer that U.S. Bank had any interest in the property, Nationstar recorded a discharge and rescission of the 2014 assignment claiming it was filed in error without any explanation, and sought to substitute U.S. Bank as the alleged real party in interest despite its previous explicit denials that U.S. Bank had any interest in the property. See Nationstar's motion to substitute and SFR's opposition, U.S. District Court, District of Nevada, Case No. 2:16-cv-02542-RFB-CWH, ECF Nos. 88 and 96, a true and correct copy of which is attached hereto as **Exhibits 1-E and 1-F**.

12. In case number 2:15-cv-01484-JAD-VCF, *U.S. Bank, N.A., as trustee for the holders of the J.P. Morgan Mortgage Trust 2007-S3, Mortgage Pass Through Certificates Series*

1 2007-S3 v. *SFR Investments Pool 1, LLC*, the bank was unable to explain a 2007 reconveyance of
2 the purported first deed of trust or the 2013 rescission of the 2007 reconveyance. In addition, the
3 bank was unable to explain how J.P. Morgan became the depositor for a loan originated by
4 Countrywide and explained that a single code in the bank's system of record served as the basis
5 for the bank's position that the loan is contained in the trust and to determine in which entity the
6 deed of trust should be assigned. *See June 15, 2016 Deposition Transcript of Diane Deloney* at
7 29-31, 36-42, 81-85, a true and correct copy of which is attached as **Exhibit 1-G**.

8 13. In case number A-12-673418-C, *SFR Investments Pool 1, LLC v. HSBC Bank USA,*
9 *N.A. a Trustee for Sequoia Mortgage Trust 2007-3*, the bank's written discovery responses and
10 recorded assignment stated HSBC Bank USA, N.A. a Trustee for Sequoia Mortgage Trust 2007-3
11 was owner of loan while bank witness testified that bank system of record showed the loan to be
12 contained in a different trust. *See April 5, 2016 Deposition Testimony of Katherine Ortwerth,*
13 *58:17-60:19*, a true and correct copy of which is attached as **Exhibit 1-H**.

14 14. In Case No. 2:16-cv-00470-APG-CWH, *Deutsche Bank National Trust v. SFR*
15 *Investments Pool I, LLC, et al*, a bank's deposition witness stated an assignment from Deutsche
16 Bank to Bank of America was an invalid "ghost assignment" and later confirmed having seen a
17 "rogue assignment" by Bank of America more than once, agreed that he had seen situations in the
18 past where "an Assignment . . . doesn't necessarily match up with reality." *See August 2, 2016*
19 *Deposition Testimony of Keith Kovalic*, 61-65, a true and correct copy of which is attached as
20 **Exhibit 1-I**.

21 15. Based on similar issues, a court previously denied a bank's motion to substitute
22 parties based on a recorded assignment. *See Ditech Financial LLC v. SFR Investments Pool 1,*
23 *LLC*, Case No. 2:16-cv-00127-GMN-NJK, at ECF No. 98 (D. Nev. Nov. 8, 2017) (Order [ECF
24 No. 98] referencing Motion [ECF No. 93] which included the above-referenced exhibits herein
25 listed as 1-B, 1-D, 1-E, 1-H, 1-I, and 1-J). True and correct copies of the Order and Motion are
26 attached hereto as **Exhibit 1-J**.

27 16. Attached hereto as **Exhibit 1-K** is a true and correct copy of MERS System Rules
28 of Membership, produced in Federal National Mortgage Association's Response to Defendant

1 SFR Investment Pool 1, LLC's First Set of Requests for Production of Documents, *Federal*
2 *Housing Finance Agency, et al. v. SFR Investments Pool 1, LLC*, U.S. District Court, District of
3 Nevada, Case No. 2:15-cv-02381-GMN-NJK, produced on September 17, 2018.

4 17. Attached hereto as **Exhibit 1-L** is a true and correct copy of Findings of Fact and
5 Conclusions of Law, *Chersus v. Bank of New York Mellon*, Eighth Judicial District Court, Clark
6 County, Nevada Case No. A-14-707553-C.

7 18. Attached hereto as **Exhibit 1-M** is a true and correct copy of the December 22,
8 2014 Statement of the Federal Housing Finance Agency on Certain Super-Priority Liens which I
9 obtained from the website of the Federal Housing Finance Agency ("FHFA"), located at:
10 [https://www.fhfa.gov/Media/PublicAffairs/Pages/Statement-of-the-Federal-Housing-Finance-](https://www.fhfa.gov/Media/PublicAffairs/Pages/Statement-of-the-Federal-Housing-Finance-Agency-on-Certain-Super-Priority-Liens.aspx)
11 [Agency-on-Certain-Super-Priority-Liens.aspx](https://www.fhfa.gov/Media/PublicAffairs/Pages/Statement-of-the-Federal-Housing-Finance-Agency-on-Certain-Super-Priority-Liens.aspx) (last accessed July 27, 2020).

12 19. Attached hereto as **Exhibit 1-N** is a true and correct copy of the subpoena for
13 documents SFR served on Freddie Mac.

14 20. Attached hereto as **Exhibit 1-O** is a true and correct copy of the subpoena for
15 deposition testimony SFR served on Freddie Mac.

16 21. Attached hereto as **Exhibits 1-P and 1-Q** are true and correct copies of Freddie
17 Mac's objection and responses to SFR's subpoenas, minus the attached documents.

18 22. Attached hereto as **Exhibit 1-R** is a true and correct copy of the response to SFR's
19 subpoena for documents to MERS.

20 23. Attached hereto as **Exhibit 1-S** is a true and correct copy the Deposition Transcript
21 of Dean Meyer, Rule 30(b)(6) witness for Freddie Mac.

22 **RELEVANT PROCEEDINGS AND DISCOVERY-RELATED ISSUES**

23 24. During the original discovery period, SFR requested that Nationstar produce the
24 collateral file, including the original, wet-ink signature promissory note for inspection. Nationstar
25 refused to allow inspection.

26 25. SFR did not seek to compel the original, wet-ink signature previously because
27 Nationstar, Freddie Mac and FHFA have previously argued successfully that the quiet title claim
28 is not an enforcement action, making the production of the promissory note irrelevant.

1 26. Recently, however, the Ninth Circuit held in *M&T Bank and Federal Home Loan*
2 *Mortgage Corporation v. SFR Investments Pool, LLC*, 963 F.3d 854, 858 (9th Cir. 2020) (“*M&T*
3 *Bank*”) that the claims in this type of action are “contract” claims under 12 U.S.C. §
4 4617(b)(12)(A)(i).

5 27. Due to the interpretation in *M&T Bank* that a quiet title claim under 12 U.S.C.
6 4617(j)(3) is a contract claim, entirely dependent on contract, it is absolutely essential that
7 Nationstar be required to produce the original wet-ink signature promissory note (“Note”) and the
8 contracts that purportedly give Freddie Mac an agency relationship with Nationstar, the
9 beneficiaries of the Deed of Trust and the document custodian for the Note.

10 28. After this case was remanded the second time, as a measure to mitigate the harm
11 caused by Nationstar’s failure to disclose, SFR was allowed additional discovery into the
12 ownership of the loan by Freddie Mac and the servicing relationship between Freddie Mac and the
13 record beneficiaries of the Deed of Trust.

14 29. After the hearing wherein the Court ordered additional discovery, I requested that
15 Nationstar produce Freddie Mac for a deposition without a subpoena. Counsel for Nationstar
16 indicated that it would not or could not produce Freddie Mac for a deposition without a subpoena.

17 30. Due to the pandemic, it took additional time to be able to subpoena Freddie Mac
18 and MERS for documents SFR needed to challenge the summary information contained in the
19 screen shots from Freddie Mac’s system.

20 31. At no time prior to the deposition of Freddie Mac did counsel for Nationstar or
21 Freddie Mac seek to meet and confer about the topics in the deposition notice or the subpoena
22 deuces tecum to Freddie Mac. At no time prior to the deposition of Freddie Mac did counsel for
23 Nationstar or Freddie Mac seek or obtain a protective order for the deposition or subpoena deuces
24 tecum.

25 32. The topics for the deposition included the following:

- 26 a. Topic 1-Statements made in the Declaration of Dean Meyer dated November 10,
27 2017, attached as Exhibit B to Nationstar Mortgage, LLC’s Renewed Motion for
28 Summary Judgment filed on November 15, 2017, and attached documents.

- b. Topic 2-Contract(s) between the beneficiaries of the Deed of Trust and Freddie Mac related to the loan underlying the Deed of Trust at the time of the Association foreclosure sale.
- c. Topic 3-Any custodial agreement between Freddie Mac and a document custodian related to the original promissory note underlying the Deed of Trust.

33. At the deposition, it became apparent that Mr. Meyer intentionally did not prepare for Topic 2 and Topic 3.

34. Similarly, Freddie Mac refused to produce documents related to Topic 2 and Topic 3.

DISCOVERY SOUGHT

35. **MOTION TO COMPEL**: SFR will seek to compel the production of the original wet-ink signature promissory note and the documents SFR subpoenaed from Freddie Mac, the purported contracts between Freddie Mac and its alleged loan servicers, the Note Tracker screenshots and any contracts between Freddie Mac and the document custodian. The opinion in *M&T Bank* makes the production of this document essential to Nationstar's claim on behalf of the FHFA.

36. **DEPOSITION**: SFR will take the continued deposition of Dean Meyer regarding the topics for which he refused to prepare before the previous deposition.

FACTS SFR EXPECTS TO OBTAIN

37. SFR must be granted additional discovery to examine the Note for discrepancies in the endorsements, as well as who is in possession of the Note. If Nationstar, Freddie Mac or a contractually obligated document custodian do not have possession of the Note and/or the Note is specially endorsed to someone else, SFR will have evidence that 4617(j)(3) does not apply and/or that Nationstar did not have standing to raise 4617(j)(3) here.

38. To mitigate the harm caused by Nationstar's failure to disclose, SFR must be granted discovery into the relevant contracts regarding agency relationships. SFR expects to find that no contractual relationship exists with the alleged servicers and beneficiaries of deeds of trust at the time of the association sale. SFR expects to find that Freddie Mac had no actual interest at the property presently or at the time of the sale. SFR expects to find that no information that could prove Freddie Mac's purported property interest or an alleged servicing relationship are ever

1 examined when information is entered into Freddie Mac's system of record.

2 I declare under penalty of perjury under the laws of Nevada that the foregoing is true and
3 correct.

4 EXECUTED on the 5th day of August, 2020, in Las Vegas, Nevada.

5 /s/ Diana S. Ebron
6 Diana S. Ebron
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Ex. 1-A

EXHIBIT 1-A

May 3, 2011 Hearing Minutes on AB 284

Ex. 1-A

**MINUTES OF THE
SENATE COMMITTEE ON JUDICIARY**

**Seventy-sixth Session
May 3, 2011**

The Senate Committee on Judiciary was called to order by Chair Valerie Wiener at 8:06 a.m. on Tuesday, May 3, 2011, in Room 2149 of the Legislative Building, Carson City, Nevada. The meeting was videoconferenced to the Grant Sawyer State Office Building, Room 4412, 555 East Washington Avenue, Las Vegas, Nevada. Exhibit A is the Agenda. Exhibit B is the Attendance Roster. All exhibits are available and on file in the Research Library of the Legislative Counsel Bureau.

COMMITTEE MEMBERS PRESENT:

Senator Valerie Wiener, Chair
Senator Allison Copening, Vice Chair
Senator Shirley A. Breeden
Senator Mike McGinness
Senator Don Gustavson
Senator Michael Roberson

COMMITTEE MEMBERS ABSENT:

Senator Ruben J. Kihuen (Excused)

GUEST LEGISLATORS PRESENT:

Assemblyman Marcus Conklin, Assembly District No. 37
Assemblyman Jason Frierson, Assembly District No. 8

STAFF MEMBERS PRESENT:

Linda J. Eissmann, Policy Analyst
Bradley A. Wilkinson, Counsel
Lynn Hendricks, Committee Secretary

OTHERS PRESENT:

Joanne Levy, Nevada Association of Realtors
Venicia Considine, Legal Aid Center of Southern Nevada