

In the Supreme Court of the State of Nevada

MARC E. RADOW and KELLEY L. RADOW,
Husband and Wife,

Appellants,

vs.

U.S. BANK NATIONAL ASSOCIATION, as
trustee, successor in interest to
WACHOVIA BANK, NATIONAL ASSOCIATION,
as trustee for WELLS FARGO ASSET
SECURITIES CORPORATION, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
2005-AR1,

Respondent.

No.: 81021

Electronically Filed
Jun 21 2021 04:55 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANTS' APPENDIX

Volume 1 of 2

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US Bank's Reply in Support of Countermotion for Appropriate Relief	Vol. 2	AA267 - AA273

Dated this 21st day of June, 2021



Theodore E. Chrissinger
Nevada Bar No.: 9528
HOY CHRISSINGER KIMMEL VALLAS
50 W. Liberty Street, Suite 840
Reno, Nevada 89501

Attorneys for Appellants

Certificate of Service

I hereby certify that I am an employee of Hoy Chrissinger Kimmel Vallas, and that on this date the foregoing Joint Appendix was filed electronically with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the service list as follows:

Kelly Dove

Dated this 21st day of June, 2021

/s/Shondel Seth
Shondel Seth

1 Code: \$3645
2 **HOY | CHRISSINGER | KIMMEL | VALLAS**
3 Theodore E. Chrissinger (NV Bar 9528)
4 50 W. Liberty St., Suite 840
5 Reno, Nevada 89501
6 775.786.8000 (voice)
7 775.786.7426 (fax)
8 tchrissinger@nevadalaw.com
9 mkimmel@nevadalaw.com
10

11 Attorneys for: Petitioners Marc and Kelley Radow

12 **In the Second Judicial District Court of the State of Nevada**
13 **In and For the County of Washoe**
14

15 Marc E. Radow and Kelley L. Radow,
16 husband and wife,
17
18 Petitioners,
19

Case No.:

Dept. No.:

20 vs.

21 U.S. Bank National Association, as Trustee,
22 successor in interest to Wachovia Bank,
23 National Association, as Trustee for Wells
24 Fargo Asset Securities Corporation,
25 Mortgage Pass-Through Certificates, Series
26 2005-AR1
27

28 Respondent.

Petition for Foreclosure Mediation Assistance

Marc E. Radow and Kelley L. Radow (collectively, "Petitioners") hereby petition for
Foreclosure Mediation under Chapter 107 of the NRS. Petitioners allege:

1. Petitioners are the owners of, and currently reside at, the real property
located at 1900 Joy Lake Road in Washoe County, Nevada 89511, APN 047-072-03 (the
"Residence"). The Residence is currently encumbered by a deed of trust.

1 2. On or around July 30, 2019, Respondent, U.S. Bank National Association, as
2 Trustee, successor in interest to Wachovia Bank, N.A., as Trustee for Wells Fargo Asset
3 Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1
4 ("Respondent") served a Notice of Default (the "NOD") on Petitioners. The NOD was
5 recorded on July 16, 2019.
6

7 3. The NOD purports to initiate foreclosure proceedings on the Residence.

8 4. Petitioners meet all of the requirements for the foreclosure mediation
9 program.
10

11 5. Petitioners hereby demand mediation under NRS 107.086.

12 **Request for Relief**

13 Petitioners request the following relief:

- 14 1. Assignment to the foreclosure mediation program as provided in NRS 107.
15 2. Any other relief the Court deems just and proper.
16

17 August 16, 2019

18 HOY | CHRISSINGER | KIMMEL | VALLAS
19

20 
21 _____
22 Theodore Chrissinger
23 Attorneys for Petitioners
24
25
26
27
28

Privacy Affirmation

I hereby affirm that this document does not contain and social security numbers or other private information.

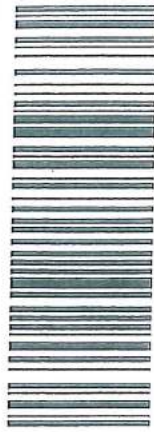
August 16, 2019



Theodore Chrissinger

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



7018 3090 0000 3754 7709
7018 3090 0000 3754 7709

**U.S. Postal Service
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

U.S. Bank National Assoc as

Sent to

Trustee successor in Wachovia Bank

Street and Apt. No. or Po. Box No.

Wells Fargo Bank N.A.

City, State, ZIP+4®

3476 Stateview Blvd Fort Mill SC 29715

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark

Here

mailed
8.16.19
SS

USPS TRACKING®



9590 9402 3725 7335 2130 69

**United States
Postal Service**

* Sender: Please print your name, address, and ZIP+4® in this box*

Hoy Chrissinger Kimmel PC
50 West Liberty Street
Suite 840
Reno, NV 89501

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

TEL 8.16.19 Petition Radow

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

U.S. Bank National Assoc
Trustee successor in interest
to Wachovia in Bank Nat Assoc
as Trustee Wells Fargo
Asset Sec. Pass through 82005
Wells Fargo Bank N.A.
3476 Stateview Blvd
Fort Mill, SC 29715



9590 9402 3725 7335 2130 69

2. Article Number (Transfer from service label)

7018 3090 0000 3754 7709

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

U.S. Bank National Assoc
Trustee successor in interest
to Wachovia Bank Nat Asso
as Trustee Wells Fargo
Asset Sec. Pass Thru 82005
Wells Fargo Bank NA
3456 Starview Blvd
Fort Mill, SC 29715



9590 9402 3725 7335 2130 69

2. Article Number (Transfer from service label)

7018 3090 0000 3754 7709

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Henry Bruce

C. Date of Delivery

8-20

D. Is delivery address different from item 1? If YES, enter delivery address below:

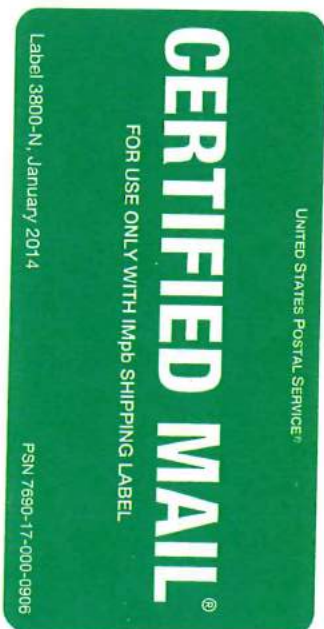
- ☐ Yes
☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Hoy Chrissinger Kimmel Vallas, P.C.
50 W. Liberty Street, Suite 840
Reno, NV 89501

U.S. Bank National Association, as Trustee,
successor in interest to Wachovia Bank, National
Association, as Trustee for Wells Fargo Asset
Securities Corp., Mortgage Pass-Through
Certificates, Series 2005-AR1
c/o Wells Fargo Bank, N.A.
3476 Stateview Blvd
Fort Mill, SC 29715



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL®



7018 3090 0000 3754 7983
7018 3090 0000 3754 7983

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Service

National De Fault Servicing Corp

Street and Apt. No., or PO Box No.

7720 N. 16th St. Suite 300

City, State, ZIP+4

Phoenix AZ 85020

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

*mailed
8.16.19
55*

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*National De Fault Servicing Corp.
7720 N. 16th Street,
Suite 300
Phoenix, AZ 85020*

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7018 3090 0000 3754 7983

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Hoy Chrissinger Kimmel PC
50 West Liberty Street
Suite 840
Reno, NV 89501

TEC 8.16.19 Petition - Random

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

National De Fault Servicing
Corp.
7720 N. 16th Street,
Suite 300
Phoenix, AZ 85020

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Matt [Signature]

C. Date of Delivery

8/19/19

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7018 3090 0000 3754 7983

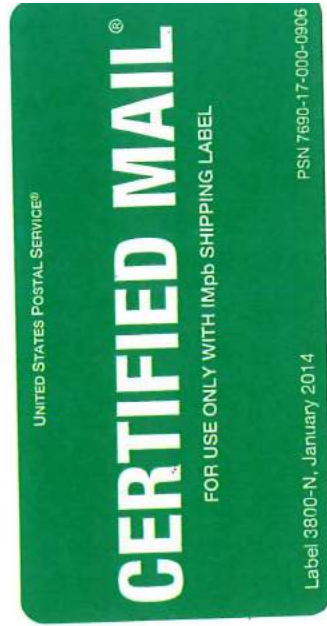
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Hoy Chrissinger Kimmel Vallas
50 W. Liberty Street, Suite 840
Reno NV 89501

|||||
National Default Servicing Corp.
7720 N. 16th Street, Suite 300
Phoenix AZ 85020-7404



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



7018 3090 0000 3754 7976
7018 3090 0000 3754 7976

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage and Fees \$

Postmark Here
mailed 8.16.19 55.

Sent To Home Means Nevada, Inc.
Street and Apt. No., or PO Box No. 3300 West Sahara Ave, Suite 480
City, State, ZIP+4® Las Vegas NV 89102
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Home Means Nevada, Inc.
3300 West Sahara Ave
Suite 480
Las Vegas, NV 89102



9590 9402 3725 7335 2130 52

2. Article Number (Transfer from service label)

7018 3090 0000 3754 7976

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ Addressee

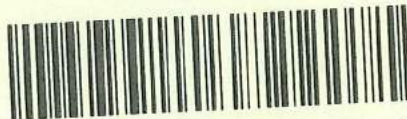
B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Registered Mail®
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING #



9590 9402 3725 7335 2130 52

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box®

Hoy Chrissinger Kimmel PC
50 West Liberty Street
Suite 840
Reno, NV 89501

TEC 8.16.19 Petition Radon

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Home Means Newark, Inc
3300 West Sahara Ave
Suite 480
Las Vegas, NV 89102



9590 9402 3725 7335 2130 52

2. Article Number (Transfer from service label)

7018 3090 0000 3754 7976

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

RAVEN

☐ Agent

☐ Addressee

B. Received by (Printed Name)

RAVEN

C. Date of Delivery

8/19/19

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

ed Mail Restricted Delivery (\$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

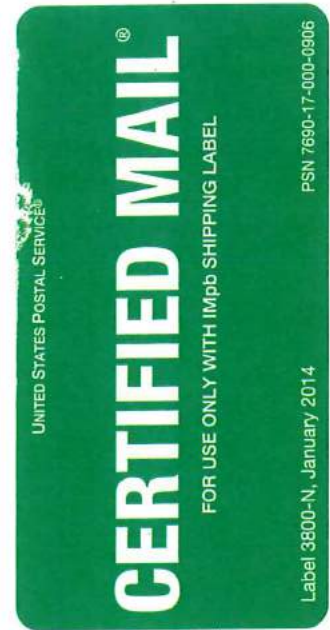
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Hoy Chrissinger Kimmel Vallas
50 W. Liberty Street, Suite 840
Reno NV 89501



Home Means Nevada, Inc.
3300 West Sahara Ave, Suite 480
Las Vegas NV 89102-3203





Ace C. Van Patten, Esq. (SB No. 11731)
avp@tblaw.com
Krista J. Nielson, Esq. (SB No. 10698)
knielson@tblaw.com
10100 W. Charleston Boulevard, Suite 220
Las Vegas, Nevada 89135
Telephone: (702) 258-8200
Facsimile: (702) 258-8787

Attorneys for Respondent
14-74051

**DISTRICT OF NEVADA (RENO)
WASHOE COUNTY, NEVADA**

In re:

Case No. **CV19-01604**

Dept. No. Department 2

Kelley L. Radow and Marc E.
Radow

Petitioner,

**RESPONDENT'S ANSWER TO
PETITION FOR FORECLOSURE
MEDIATION ASSISTANCE**

v.

U.S. Bank National Association, as
Trustee, successor in interest to
Wachovia Bank, National
Association, as Trustee for Wells
Fargo Asset Securities Corporation,
Mortgage Pass-Through Certificates,
Series 2005-AR1

Respondents.

COMES NOW, Respondents U.S. Bank National Association, as Trustee, successor in
interest to Wachovia Bank, National Association, as Trustee for Wells Fargo Asset Securities
Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1 (hereinafter "Respondent"
collectively), by and through Tiffany & Bosco, P.A., their counsel of record, hereby submit the
following:

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5. The allegations in paragraph 5 state legal conclusions for which no response is required.

Further, this Answer is accompanied by: (1) a true and correct copy of the recorded Notice of Default (NOD), attached as **Exhibit A**; and (2) the fee of \$250.00 as the portion of the mediation fee to be paid by the beneficiary of the subject Deed of Trust.

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LIST OF EXHIBITS

Exhibit No.	Title	Pages
A	Notice of Default	7

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EXHIBIT A

DOC #4930040

07/16/2019 01:33:49 PM
Electronic Recording Requested By
SERVICELINK TITLE AGENCY INC
Washoe County Recorder
Kalie M. Work
Fee: \$291.00 RPTT: \$0
Page 1 of 7

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 11-41203-WF-NV
Title Order No. : 110307257-NV-GTO

APN: 047-072-03

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

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 of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 11/15/2004, executed by Kelley L. Radow and Marc E. Radow, husband and wife as joint tenants, as Trustor, to secure certain obligations in favor of UBS Mortgage LLC as beneficiary recorded 11/23/2004 as Instrument No. 3132996 (or Book, Page) of the Official Records of Washoe County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$457,000.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of :

The installments of principal and interest which became due on 02/01/2010 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

Notice of Default and Election to Sell Under Deed of Trust
NDSC File No.: 11-41203-WF-NV
Page 2

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. 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 the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee 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 written request, the beneficiary or mortgagee will give 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 beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (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 creditor 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 creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Wells Fargo Bank, N.A.
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Contact the following number to discuss Loan Modification Options: 800-678-7986

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at:
<http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

The Property Address: 1900 Joy Lake Road , Reno NV 89511

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

Notice of Default and Election to Sell Under Deed of Trust
NDSC File No.: 11-41203-WF-NV
Page 3

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

Dated: July 15, 2019

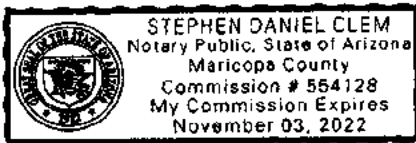
National Default Servicing Corporation, an Arizona Corporation, As Trustee for U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1

Connie Hernandez
By: Connie Hernandez, Trustee Sales Representative

State of: Arizona
County of: Maricopa

On July 15, 2019, before me, the undersigned, a Notary Public for said State, personally appeared Connie Hernandez, personally known to me or (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature Stephen Daniel Clem

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Full Name	Street, City, State, Zip
U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1	c/o Wells Fargo Bank, N.A. 3476 Stateview Blvd. Fort Mill, SC 29715

5. The full name and business address of the current beneficiary of record of the Deed of Trust is:

Full Name ("Beneficiary")	Street, City, State, Zip
U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1	c/o Wells Fargo Bank, N.A. 3476 Stateview Blvd. Fort Mill, SC 29715

6. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Wells Fargo Bank N.A.	3476 Stateview Blvd., Fort Mill, SC 29715

7. Beneficiary, directly or through an agent, has possession of the Promissory Note.

8. Upon information and belief, the beneficiary, the trustee, the servicer of the obligation or debt secured by the Deed of Trust and/or an attorney representing the beneficiary, the trustee, or the servicer of the obligation or debt secured by the Deed of Trust, the trustee and/or attorney, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

9. The borrower or obligor may utilize the following toll-free telephone number to inquire about the most current amounts due and receive a recitation of the information contained in this Affidavit: 1-866-605-0829.

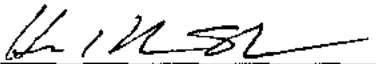
APN: 047-072-03

T.S. No: 11-41203-WF-NV

102-NV-V3

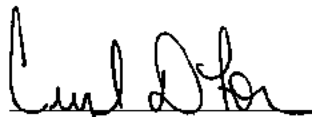
10. Pursuant to my review of the relevant business records and/or the records of the county recorder where the subject real property is located and/or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
11/23/2004	3132997	UBS MORTGAGE LLC	Wells Fargo Bank, N.A.
07/24/2012	4134194	Wells Fargo Bank, N.A.	US Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1

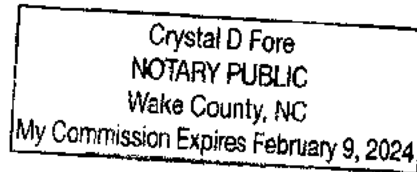

 Name: Howard Randolph Straughan
 Title: Vice President Loan Documentation
 Company: Wells Fargo Bank, N.A.
 Date: 07/12/2019

State of North Carolina
 County of Wake

The Foregoing instrument was sworn to and subscribed before me this 12th day of July, 2019 by Howard Randolph Straughan, Vice President Loan Documentation, Wells Fargo Bank, N.A., who is personally known to me.


 Crystal D. Fore, Notary of Wake

Notary Public, State of North Carolina
 My commission expires: 02-09-2024



NEVADA DECLARATION OF COMPLIANCE
NV SB 321 (2013) Sec. 11

Borrower(s): KELLEY L RADOW
MARC E RADOW

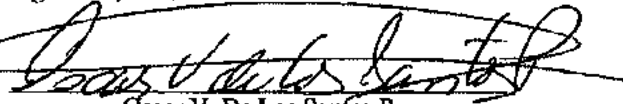
Property Address: 1900 JOY LAKE ROAD
RENO NV 89511

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1. ☐ The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provide the toll free number to enable the borrower to find a housing counselor certified by HUD, and to explore options for the borrower to avoid foreclosure as required by SB 321 (2013) Sec. 11(2).
2. ☒ The mortgage servicer has tried with due diligence to contact the borrower as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence.
3. The requirements of SB 321 (2013) Sec. 11 does not apply because:
 - a. ☐ The mortgage servicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. ☐ The individual(s) do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
 - c. ☐ The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. ☐ Pursuant to SB 321 (2013) Sec. 7 because the property is not "owner-occupied" real property (as defined in N.R.S. § 107.086).
 - e. ☐ The default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Wells Fargo Bank, N.A.

By: 
Name: Oscar V. De Los Santos P
Title: VP Loan Documentation
Date: 06/17/2014

1
2
3 **CERTIFICATE OF SERVICE BY MAIL**

4 I, Jessica Brown, the undersigned, hereby certify that I mailed the foregoing **ANSWER FOR**
5 **MEDIATION** on the 4th day of September, 2019 by placing true and correct copies of the
6 foregoing document in the United States mail, certified postage fully prepaid, addressed to the
7 following:
8

9 Home Means Nevada
10 3300 West Sahara Avenue, Suite 480
11 Las Vegas, NV 89102

12 Hoy Chrissinger Kimmel Vallas
13 Theodore E. Chrissinger
14 50 W. Liberty St., Suite 840
15 Reno, NV 89501
16 Petitioner(s) Counsel

17
18
19 /s/ Jessica Brown
20 An Employee of Tiffany & Bosco, P.A
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LINDA J. LINTON, ESQ., Foreclosure Mediator
6900 S McCarran Blvd., Suite 2040
Reno, NV 89509
Telephone: (775) 333-0881
Facsimile: (775) 333-0877
llinton@lintonlegal.com
Foreclosure Mediator

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

Mark E. Radow and Kelley L. Radow,
husband and wife,

Petitioners,

CASE NO. CV19-01257

vs.

Dept No. 1

U.S. Bank National Association, trustee
and successor in interest to Wachovia
Bank, National Association as Trustee for
Wells Fargo Asset Securities Corporation,
Mortgage Pass-Through Certificates,
Series 2005-AR1,

Respondents.

MEDIATOR'S STATEMENT


Homeowners' Last Name: Radow Homeowners' First Names: Mark E. and Kelley L.
Property Street Address: 1900 Joy Lake Road, Reno, Nevada

The following is the Mediator's Statement with respect to this action. Mediator was
assigned the matter for mediation and engaged in document and status conferences with the
parties' counsel both verbally and in writing. The mediation did not result in an agreement.
Please see the remainder of the Mediator's Statement following.

AFFIRMATION (Pursuant to NRS 239B.030)

The undersigned does hereby affirm that the preceding document filed in District Court
does not contain personal information of any person.

Dated: December 5, 2019.


LINDA J. LINTON, NV Bar #5408
Nevada Foreclosure Mediator
6900 S McCarran Blvd, Suite 2040
Reno, NV 89509
Tel: 775-333-0881; Fax: 775-333-0877

PART 1: SIGN-IN SHEET **DATE:** 11-25-2019

Mediator:	Name: <u>Linda V Linton</u> <small>Print</small> Contact Info.: <u>Linton@lintonlegal.com</u> <u>775 848-4923</u> <small>Email</small> <small>Telephone #</small>
Homeowner(s) (Grantor):	Name: <u>Marc Radow</u> <u>Marc Radow</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>Marc@Radow.net</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Homeowner(s) (Grantor):	Name: <u>Kelley Radow</u> <u>Kelley Radow</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>Kelley@radow.net</u> <u>745-7920</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Homeowner Atty. or Rep: <u>9528</u> <small>NV Bar/NRS 645F License #</small>	Name: <u>Theodore Chrissinger</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>Chrissinger@nevada.law.com</u> <u>786-8000</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Beneficiary (Person With Authority): <u>Wells Fargo</u>	Name: <u>Angela Holley</u> <u>Angela Holley, AVP</u> <small>Print</small> <small>Signature</small> Contact Info.: _____ <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Lender Atty. or Rep: <u>11731</u> <small>NV Bar/NRS 645F License #</small>	Name: <u>Ace Van Patten</u> <u>[Signature]</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>avp@tblaw.com</u> <u>702-258-8200</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Other:	Name: _____ <small>Print</small> <small>Signature</small> Contact Info.: _____ <small>Email</small> <small>Telephone #</small> Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone

If needed, a separate sheet may be utilized for additional attendees.

The attending parties are signing this sheet only to memorialize their presence at the mediation. If an agreement is reached, the parties will be requested by the mediator to execute the agreement section of this Mediator Statement, which will outline the basic terms agreed upon at mediation. The mediator may not be compelled to testify in any subsequent proceedings regarding the contents of an agreement.

PART 2A: SUMMARY (In this section in its entirety (PART 2A-G) the mediator will document the applicable outcomes of the mediation. All appropriate boxes should be checked in this section.)

☒ A Document Conference was held on 9-17-2019 (Attach Completed Document List)

☒ A Foreclosure Mediation was held on 11-25-2019

☐ A Foreclosure Mediation was **not** held (Check All That Apply):

☐ Homeowner requested to withdraw from mediation

☐ Homeowner in active bankruptcy

☐ Non-eligible property

☐ Parties resolved prior to mediation (Complete Part 3: AGREEMENT SECTION G)

PART 2B: DISPOSITION (MEDIATOR MUST CHECK ONE BOX BELOW)

☒ The parties were unable to agree to a loan modification or make other arrangements and the mediation is terminated.

☐ The parties resolved this matter. If marked, also complete **PART 3: MEDIATION AGREEMENT**.

PART 2C: HOMEOWNER (GRANTOR) PARTICIPATION

☐ Homeowner (Grantor) failed to attend the mediation.

☒ Homeowner (Grantor) failed to exchange ^{all} required documents.

COMMENTS

see attached Continuation of Parts 2C and 2E

Linda Linton

From: Jessica Brown <JBrown@tblaw.com>
Sent: Tuesday, September 17, 2019 3:16 PM
To: Linda Linton; Ace Van Patten; 'Theodore Chrissinger'
Cc: 'Michael Kimmel'; linhuntress007@gmail.com
Subject: RE: Radow v. US Bank National, et al CV19-01604
Attachments: 2019version4506-T.PDF; mortgage-assistance-core.pdf

Hello,

I have included in attachments the documents that need to be sent in for the upcoming mediation. Please submit these documents as soon as possible, as I still need to submit them to the beneficiary for the retention/liquidation review. Please do not hesitate to contact me for any questions. Please send the financial packet via email, fax, or mail by **10/01/2019**

Here is the list of documents that will be needed for a loss mitigation review:

- **Request for Modification Affidavit (RMA):**
 - *Must be completed, signed and dated by borrower(s) on loan.*
- **Borrower Financial Statement:**
 - *Must be completed, signed and dated by borrower(s) on loan.*
- **Tax Form 4506-T or Tax Form 4506T-EZ:**
 - *Must be completed, signed and dated by borrower(s) on loan.*
- **Third Party Authorization Form: (If applicable)**
 - *Must be completed and signed by borrower(s) on the loan.*
- **Proof of Income (all borrower(s) on loan):**
 - *Copy of your 4 most recent pay stubs detailing year-to-date earnings, hourly and salary wages. Award letters for any income benefits, pension, retirement, unemployment and two corresponding bank statement deposits. If self-employed, provide a borrower signed Profit and Loss statement (P&L) for the last quarter. Documentation and Letter of Explanation (LOE) for any other income.*
- **Household Expenses (all borrower(s) on loan):**
 - *Complete average monthly breakdown of all household expenses and credit obligations.*
- **Hardship Letter (signed and dated by borrower(s) on loan):**
 - *A signed letter explaining the reason for your hardship and your intention regarding the property.*
- **Tax Returns (all borrower(s) on loan):**
 - *Signed tax returns including all schedules for the past two (2) years.*
- **Bank Statements (all borrower(s) on loan):**
 - *Most recent 2 months of banks statements including all pages; must include beginning and ending balance and all customer information.*
- **Utility Bill: (If applicable)**
 - *Current utility bill showing the homeowner name and property address (gas, electric, water).*
- **Military Service Orders: (If applicable)**
 - *Provide a copy of the notice that you have been called to active duty and a copy of the orders from the military service notifying you of your activation. Applies to active service members under the protection of the Servicemembers Civil Relief Act.*
- **Rental Income: (If applicable)**
 - *Rental Lease(s) and proof from tax return Schedule E, two bank statements showing rent deposited.*
- **Contribution Income: (If applicable)**
 - *Signed and dated letter of contribution, and two bank statements showing regular deposits.*
- **Misc. Income: (If applicable)**
 - *Income statements and bank statements showing regular deposits.*
- **Letters of Explanation (LOE): (If applicable)**

- Homeowner statements explaining any out of the ordinary circumstances.
- **HOA Bill:** (If applicable)
 - Letter, bill or coupon with HOA contact information and property address showing current on all HOA assessments.
- **Divorce Decree and/or Separation Documentation (all borrower(s) on loan):** (If applicable)
 - Provide divorce decree, separation agreement or other agreement filed with the court.
 - Provide supporting documentation stating when any child support or alimony income starts and ends. Provide at least months of bank statements showing divorce income deposits.
 - Provide, if applicable, quick claim deed showing co-borrower no longer obligated to pay.
- **Bankruptcy:** (If applicable)
 - Provide bankruptcy discharge or dismissal paperwork, or statement from attorney giving beneficiary permission to speak directly to the borrower, if active.
- **Death Certificate:** (If applicable)
 - Provide death certificate if a co-borrower on the subject loan is deceased.

If the borrower is seeking a Short Sale, please send me an email to notify me and submit the following documents before the deadline: Listing agreement, Purchase agreement, Prelim HUD matching current offer, Hardship letter signed and dated, Financial worksheet signed and dated within the past 90 days, Pay stubs dated within the past 90 days or the most recent 3 months of a P&L for the seller(s) is self employed., 2 years for Tax Returns (2017 and 2016 [If 2017 not filed, please submit extension]), 60 days of most recent bank statements (continuous), Buyers Approval Letter or Proof of Funds and Authorization for Short Sale Rep to speak to Authorized 3rd Party and the attorney on the file.

Timeline for document exchange...

1. The homeowner shall use his or her best effort to submit the required documents....within 15 days.
2. Upon receipt of the homeowner's initial submission of docs, the beneficiary shall have 15 days to request addition or corrected docs.
3. The homeowner shall have then 15 days from the date the letter is received to submit the additional or corrected docs.
4. Within 5 days of receipt of the additional or corrected docs, the beneficiary of the deed of trust may request clarification regarding the submitted documents.

The homeowner will have 5 days to provide the beneficiary of the deed of trust with clarification.

Thank you

Jessica Brown | Supervisor- Mediations, Referrals, Property Registrations | 602.412. 5055



7720 N. 16th Street, Suite 300 | Phoenix, AZ 85020
 P 602.412.5055 | F 602.914.7296
jbrown@tblaw.com | [Website](http://tblaw.com)
 Offices: Arizona | California | Nevada

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CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error, then delete it. Thank you.

PART 2D: BENEFICIARY (LENDER) PARTICIPATION

*If any item is checked below, the mediator may recommend sanctions.
(Determine specific sanction recommendations with particularity in Part 2E).*

- ☐ Beneficiary (Lender), and/or its Representative, failed to attend the mediation. NFMR 11(1)(a).
- ☐ Beneficiary (Lender), and/or its Representative, failed to demonstrate authority, or provide access to a person with authority, to negotiate a loan modification. NFMR 11(1)(a).
- ☐ Beneficiary (Lender), and/or its Representative, failed to participate in good faith.

Beneficiary (Lender), and/or its Representative, failed to bring to mediation each document required. NFMR 12(7). (Check All Missing or Incomplete Documents).

- ☐ An original or certified copy of the mortgage note, or judicial order pursuant to NRS 104.3309.
- ☐ A certification with an original signature of each endorsement and/or assignment of the mortgage note, or judicial order pursuant to NRS 104.3309.
- ☐ An original or certified copy of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
- ☒ A certification with an original signature of each assignment of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
- ☐ Appraisal or Broker Price Opinion (BPO) in accordance with NRS 645.2515 dated not more than 60 days prior to the date of the scheduled mediation.
- ☐ Short Sale document in accordance with the Nevada Foreclosure Mediation Rules.

PART 2E: SPECIFIC RECOMMENDATION(S) FOR SANCTIONS (In this section mediators must state with particularity the participant's conduct and specific reason(s) for recommending sanctions.)

see attached Continuation of Parts 2C and 2E

CONTINUATION OF PARTS 2C AND 2E:

Both parties were represented by counsel. Both parties did not provide “some” documents. See some of the exchange by counsel during the document production phase normally required by Petitioners attached as Exhibit 1.

Petitioners argued that under the Homeowners’ Bill of Rights, they must be offered a retention option. Respondent responded that retention was not an option and that even if the Petitioners did have income sufficient to fall into a retention option, they could not qualify for a proprietary modification due to the length of time (10 years) they had been delinquent. Respondent also stated it could not change its proprietary modification rules for this one home/couple because it would change the procedure for the other 6,000 (example) borrowers. Petitioners argued they were delinquent for 10 years because they had five prior foreclosure mediations wherein a certificate never issued. Petitioners state the delinquency occurred in 2009, the first year they mediated. Mediator does not believe it is her duty to determine whether this fact is true for this mediation. Petitioners also stated they did not produce all financial information as they were advised they would not be offered a loan modification or any other retention option. Respondent appeared to have no intent on providing a loan modification at any time during mediation due to its “proprietary modification” rules, based on the 10-year delinquent status of Petitioners. Petitioners did not produce every financial document (See Exhibit 1). Petitioners claim they did not produce all financial documents because it would have had no bearing on the Respondent providing a loan modification, which ended up being true. FMR 13(1)-(6) require Petitioners and Respondent to have a discussion regarding actual necessity for documents, which occurred, albeit untimely by both parties pursuant to FMR 13(1)-(6). See Exhibit 1.

Despite four hours of negotiations, the mediation did not result in an agreement. Mediator advised parties prior to and at the mediation that each party must comply with the FMR for this mediation despite what occurred in past mediations. The goal of the mediation and the requirements under the Foreclosure Mediation is to bring the trust-deed beneficiary and the homeowner together to participate in a meaningful negotiation. Holt v. Regional Trustee Services Corp., 127 Nev. _____, 266 P.3d 602 at 607 (2011).

After the parties being advised that Mediator would not take into consideration specific decisions made in prior mediations, and despite four hours of negotiation, Mediator finds that under the obligation of the parties to mediate in good faith, Mediator finds that although both parties did not produce all documents, they participated in good faith with the Respondent offering alternatives to foreclosure other than a retention option. Petitioners failure’ to produce some documents did not harm negotiations.

The assignment of the deed of trust dated March 24, 2011, (Exhibit 2) which was not recorded and not produced by Respondent either 10 days before the mediation or at the mediation and the assignment of the deed of trust dated July 28, 2011, (Exhibit 3) and recorded July 24, 2012, nearly one year later - which was produced - were nearly identical with the latter having a typographical error corrected for the word “Securities.” The trustee’s numbers were different but not included in the “body” of the assignment. Petitioners claim that Respondent did not comply

with FMR 13(8) because Respondent did not produce a copy of each assignment of the deed of trust. This claim became an issue because the one assignment which was not produced was not recorded, and Respondent claimed therefore that it was a rogue assignment. However, Petitioners argued that while Exhibit 2 was not recorded, the Respondent used the unrecorded assignment as an exhibit with the bankruptcy court in a motion to lift stay. The two assignments are attached for the Court's review relative to this Mediation Statement. Mediator must follow the statute and Foreclosure Mediation Rules, and relating to the Respondent, the statute and rules are mandatory:

NRS 107.086(5) language relating to production of documents is mandatory where mediator has underlined for emphasis: "... The beneficiary of the deed of trust shall bring to the mediation the original or a certified copy of the deed of trust, the mortgage note, each assignment of the deed of trust . . ." (emphasis added) FMR13(8) also requires that the beneficiary produce a copy of each assignment. NRS 107.086(6) provides in relevant part: " 6. If the beneficiary of the deed of trust . . . fails to participate in the mediation in good faith or does not bring to the mediation each document required by subsection 5 . . . , the mediator shall prepare and submit to the district court a recommendation concerning the imposition of sanctions against the beneficiary of the deed of trust or the representative."

Based upon Respondent's failure to produce all assignments of the deed of trust pursuant to NRS 107.086(5), and FMR 13(6), together with the relevant certification pursuant to FMR 13(8), Mediator finds that for these reasons, she recommends imposition of a sanction that a certificate shall not issue and that Respondent shall pay for the Homeowners' costs as they relate to this mediation, along with the fee of \$200 as and for the filing fee for any further mediation.

PART 2F: MEDIATOR'S CERTIFICATION

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate record of the proceedings as required by the Nevada Mediation Foreclosure Rules.

DATED this 5th day of December, 2019.



MEDIATOR

All documents and discussions presented during the mediation are confidential except in an action for Judicial Review as set forth in the applicable State of Nevada Foreclosure Mediation Rules and NRS Chapter 107.

PART 3: AGREEMENT (Sections A-G) This section outlines the detailed agreement between the grantor and the beneficiary. The mediator will complete all sections that apply.

THE PARTIES AGREED TO THE FOLLOWING (Please Choose Either A or B and check all that apply):

A. RETAIN THE HOME

- ☐ 1. Reinstatement
- ☐ 2. Repayment Plan
- ☐ 3. Extension
- ☐ 4. ARM to Fixed Rate
- ☐ 5. Amortization Extended
- ☐ 6. Interest Rate Reduction
- ☐ 7. Principal Forbearance
- ☐ 8. Other Forbearance
- ☐ 9. Principal Reduction
- ☐ 10. Refinance
- ☐ 11. Temporary Modification
Expiration Date : _____
- ☐ 12. Permanent Modification
- ☐ 13. Short payoff: \$ _____
When: _____
Conditions: _____
- ☐ 14. Gov't. Program: _____

B. RELINQUISH THE HOME

- ☐ 1. Deed in Lieu of Foreclosure
- ☐ 2. Voluntary Surrender
- ☐ 3. Cash for Keys \$ _____
- ☐ 4. Gov't. Program: _____
- ☐ 5. Other Forbearance
- ☐ 6. Short Sale
Estimated Short Sale Value: _____
Listed By Date: _____
Listing Period: From _____ to _____
Listing Price: _____
Beneficiary Offer Acceptance By Date: _____
Maximum Escrow Period: _____
- ☐ 7. Waiver of Deficiency: ☐ Yes ☐ No
- ☐ 8. Vacate Date: _____
- ☐ 9. Certificate Date: _____

Comments: _____

C. DETAILS

- ☐ Beneficiary will report the loan as paid in current status effective as of: _____
- ☐ Treatment of arrearages: _____
- ☐ Waiver of Fees and Penalties: _____
- ☐ Rescind Notice of Default effective as of: _____

D. THE FOLLOWING TERMS REMAIN UNCHANGED (Please check all that apply.)

- ☐ The balance due as shown on beneficiary's books, which is _____
- ☐ The interest rate stated in the original note, which is _____
- ☐ The loan term stated in the original note, which is _____

E. LOAN MODIFICATION (Please complete all that apply)

	Temporary Modification	Permanent Modification												
1. Loan Balance	Total loan balance shall be modified to \$ _____ Effective date _____	Total loan balance shall be modified to: \$ _____ Effective date: _____												
2. Interest Rate	Period 1 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months*	Period 1 a. Interest rate will be modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be modified to ____% b. Effective as of _____ c. For the Period of _____ months*												
3. Loan Term	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____												
4. Payment	Resulting initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____	Resulting initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____												
5. Fees & Costs	<div style="border: 1px solid black; padding: 5px;"> The aforementioned loan balance includes fees & costs for temporary and permanent modifications as follows: </div> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Incurred</th> <th style="width: 50%;">Waived</th> </tr> </thead> <tbody> <tr> <td>Interest \$ _____</td> <td>Interest \$ _____</td> </tr> <tr> <td>Costs \$ _____</td> <td>Costs \$ _____</td> </tr> <tr> <td>Fees \$ _____</td> <td>Fees \$ _____</td> </tr> <tr> <td>Other \$ _____</td> <td>Other \$ _____</td> </tr> <tr> <td>TOTAL: \$ _____</td> <td>TOTAL: \$ _____</td> </tr> </tbody> </table>		Incurred	Waived	Interest \$ _____	Interest \$ _____	Costs \$ _____	Costs \$ _____	Fees \$ _____	Fees \$ _____	Other \$ _____	Other \$ _____	TOTAL: \$ _____	TOTAL: \$ _____
Incurred	Waived													
Interest \$ _____	Interest \$ _____													
Costs \$ _____	Costs \$ _____													
Fees \$ _____	Fees \$ _____													
Other \$ _____	Other \$ _____													
TOTAL: \$ _____	TOTAL: \$ _____													

Comments:

*If additional Periods agreed upon by the parties, please indicate on a separate sheet and attached hereto.

F. DEFICIENCY & TAX LIABILITY

Please be advised that the mediator is not permitted to provide any legal or tax advice to the parties on any issues related to the mediation or the terms of any potential settlement agreement. It is suggested that the parties contact a licensed professional of their choice for legal or tax advice related to this mediation and any potential settlement.

1. Deficiency:

- ☐ The settlement agreement will include a provision waiving any deficiency resulting from recovery by the Trustee/Beneficiary of less than the full amount the Trustee/Beneficiary claims now to be due on the loan.

Comments:

2. Other deficiency and/or tax liability terms not mentioned above:

- ☐ Additional terms, details are as follows:

3. Is this agreement contingent upon the signing of other documents and/or forms (i.e., updated financial information; tax returns, divorce decree, etc.)?

- ☐ If yes, provide a detailed list and/or attach:

G. SETTLEMENT/RESOLUTION BEFORE MEDIATION

The parties reached a settlement and/or resolution prior to the scheduled mediation.

- ☐ Copy of signed Settlement/Resolution Agreement attached. (Attach Signed Agreement)
- ☐ Settlement/Resolution Agreement memorialized at mediation as reflected in the Mediator Statement.

H. SIGNATURE OF PARTIES

IN WITNESS WHEREOF, each of the participants in this mediation has executed this mediation agreement on the date set forth. The parties agree to separately prepare and execute the documents necessary to accomplish the terms of this agreement.

Date _____

Homeowner (Grantor)

Date _____

Homeowner (Grantor)

Date _____

Homeowner's Attorney/Representative

Date _____

Lender (Beneficiary)

Date _____

Lender's Attorney/Representative

Date _____

Other (Please specify relationship to Lender or
Homeowner)

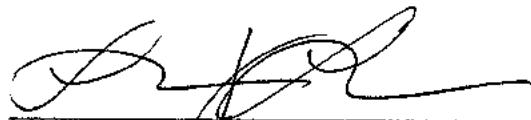
Date _____

Other (Please specify relationship to Lender or
Homeowner)

1
2 4. RECOMMENDATION:

3 The parties did not reach a settlement as a result of mediation. Based upon Respondent's failure
4 to produce all assignments of the deed of trust pursuant to NRS 107.086(5), and FMR 13(6),
5 together with the relevant certification pursuant to FMR 13(8), Mediator finds that for these
6 reasons, she recommends imposition of a sanction that a certificate shall not issue and that
7 Respondent shall pay for the Homeowners' costs as they relate to this mediation, along with the
8 fee of \$200 as and for the filing fee for any further mediation. If this Court deems proper at this
9 point, Mediator recommends Petition be dismissed.

10 Dated: December 5, 2019.

11
12 
13 LINDA J. LINTON, NV Bar #5408
14 Nevada Foreclosure Mediator
15 6900 S McCarran Blvd, Suite 2040
16 Reno, NV 89509
17 Tel: 775-333-0881; Fax: 775-333-0877
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L. Linton

EXHIBIT 1

EXHIBIT 1

Linda Linton

From: Theodore Chrissinger <tchrissinger@nevadalaw.com>
Sent: Thursday, November 07, 2019 2:38 PM
To: Ace Van Patten
Cc: Linda Linton; Michael Kimmel; Nicole Lane
Subject: Re: Radow v. US Bank National, et al CV19-01604
Attachments: 2019_9_Statement TD MR & JAGR.pdf; Untitled attachment 05076.htm; 2019_10_Statement TD MR & JAGR.pdf; Untitled attachment 05079.htm; 4506-T.PDF; Untitled attachment 05082.htm; Bankruptcy Discharge MR.pdf; Untitled attachment 05085.htm; Document Request Spreadsheet.pdf; Untitled attachment 05088.htm; Eagle Energy - Statement.pdf; Untitled attachment 05091.htm; Mortgage Assistance Application.PDF; Untitled attachment 05094.htm; October 15, 2019 MR USB.pdf; Untitled attachment 05097.htm; October 16, 2019 KR USB.pdf; Untitled attachment 05100.htm; Radow Financial Stmt.PDF; Untitled attachment 05103.htm; Roxi eStmt_2019-09-30.pdf; Untitled attachment 05106.htm; Roxi eStmt_2019-10-31.pdf; Untitled attachment 05109.htm; September 16, 2019 MR USB.pdf; Untitled attachment 05112.htm; September 17, 2019 KR USB.pdf; Untitled attachment 05115.htm; HCKV.jpg; Untitled attachment 05118.htm

Here are the Radows' documents. Included is a spreadsheet listing all of the documents requested by the lender, and whether those are applicable and have been provided.

These documents are all confidential and contain personal information. Please do not disclose to others.

Ted

Linda Linton

From: Theodore Chrissinger <tchrissinger@nevadalaw.com>
Sent: Thursday, November 07, 2019 10:25 AM
To: Ace Van Patten
Cc: Linda Linton; Michael Kimmel; linhuntress007@gmail.com; Bailey Ellis; Nicole Lane
Subject: Re: Radow v. US Bank National, et al CV19-01604

All:

I have spoken with my client. We believe that all previously-provided information should suffice. However, we will send you updated financials that reflect the Radows' current status. We will send back the lender's list of required information with commentary of whether each requested document is applicable or not. We will also, for simplicity, send a current balance sheet and income statement.

All of these should be sent by the end of the day. My client has been traveling for the last few weeks, so compiling this information is not a trivial task, and the 2018 tax return was not prepared until very recently.

Ted

Theodore E. Chrissinger



50 W. Liberty St., Suite 840 | Reno, Nevada 89501

(775) 786-8000 (operator) | (775) 785-3472 (direct)

Licensed in Nevada and California

On Nov 6, 2019, at 4:50 PM, Ace Van Patten <AVP@tblaw.com> wrote:

Ted,

Documents provided in previous modifications have no bearing on the borrowers' responsibilities to comply with the requirements of the program as part of the current mediation, just as my client can't rely on the mediator's statement from the last mediation finding that a certificate should issue. This is a new mediation with new obligations to provide documents placed on both parties, one of which is for the borrowers to provide financial documents under FMR 13. Moreover, the last mediation was conducted in November 2015, so the documents provided as part of that mediation would certainly be stale and need to be updated to reflect the borrowers' current financial situation. These documents are not pointless or an exercise in futility, my client cannot determine what modification programs are even available without that information, not to mention that the rules of the foreclosure program expressly provide for the same and require that they be provided. My client was requesting that information in order to complete a modification review as part of their good faith participation in this process; that is why we followed up on the status of the financial documents September 17, October 18, and October 29. From my perspective, the Borrowers have not complied with their

obligations under the program and even if the documents were provided at this point, while we would certainly provide them to our client, they are untimely for the purposes of the foreclosure mediation rules.

If you have any questions, though, or if you would otherwise like to discuss, please let me know.

Sincerely,

Ace C. Van Patten, Esq. | Associate Attorney*

<image002.jpg>

10100 W. Charleston Blvd., Ste. 220 | Las Vegas | Nevada | 89135
D 702.916.1686 | P 702.258.8200 | F 702.258.8787
avp@tblaw.com | [Website](#)

Offices: Arizona | California | Nevada | New Mexico
* Licensed in Nevada and Idaho

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From: Theodore Chrissinger [<mailto:tchrissinger@nevadalaw.com>]

Sent: Wednesday, November 06, 2019 4:02 PM

To: Nicole Lane <Nlane@tblaw.com>

Cc: Linda Linton <llinton@lintonlegal.com>; Ace Van Patten <AVP@tblaw.com>; Michael Kimmel <mkimme1@nevadalaw.com>; linhuntress007@gmail.com; Bailey Ellis <BEllis@tblaw.com>

Subject: Re: Radow v. US Bank National, et al CV19-01604

All:

I anticipate discussing with my client tomorrow. All of the information I have has already been presented to the lender as part of the four previous mediations, so the lender has those financials. At the previous mediations, my client was told that the particular investor in this loan will not do loan modifications, so putting together all of the information was an exercise in futility.

I'd like to avoid another pointless document production. Will the lender represent that it is open to negotiating, and that a loan modification or other compromise is possible? If not, I'm not sure the purpose of providing additional documentation.

Please advise.

Ted

Theodore E. Chrissinger

<image003.jpg>

50 W. Liberty St., Suite 840 | Reno, Nevada 89501
(775) 786-8000 (operator) | (775) 785-3472 (direct)
Licensed in Nevada and California

On Nov 6, 2019, at 3:57 PM, Nicole Lane <Nlane@tblaw.com> wrote:

Hi Linda,

We have not yet received the financials.

Thank you,

<image001.jpg>

Nicole L. Lane | Nevada Litigation, Mediation and Eviction Supervisor | 702.916.1430

10100 W. Charleston Blvd., Ste. 220 | Las Vegas | Nevada | 89135

P 702.258.8200 | F 702.258.8787

nlane@tblaw.com | [Website](#)

Offices: Arizona | California | Nevada | New Mexico

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From: Linda Linton [<mailto:llinton@lintonlegal.com>]

Sent: Wednesday, November 6, 2019 10:26 AM

To: 'Theodore Chrissinger' <tchrissinger@nevadalaw.com>; Nicole Lane <Nlane@tblaw.com>

Cc: Ace Van Patten <AVP@tblaw.com>; 'Michael Kimmel'

<mkimmel@nevadalaw.com>; linhuntress007@gmail.com; Bailey Ellis <BEllis@tblaw.com>

Subject: RE: Radow v. US Bank National, et al CV19-01604

Would you please send me a copy of the document exchange pursuant to the Foreclosure Mediation Rules. Thank you.

Linda J. Linton, Esq., Foreclosure Mediator
6900 S. McCarran Blvd., #2040, Reno, NV 89509
Tel - 775-333-0881
Fax - 775-333-0877
NV Cell - 775-848-4923

email: llinton@lintonlegal.com; linhuntress007@gmail.com

LICENSED TO PRACTICE LAW IN CALIFORNIA AND NEVADA

Confidentiality Note: This e-mail is intended only for the person or entity to which it is addressed and may contain information which is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this e-mail or the information herein by anyone other than the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, is prohibited. If you have received this e-mail in error, please notify us immediately 775-333-0881 or Ms. Linton's cell at 775-848-4923. Thank you.

From: Theodore Chrissinger [<mailto:tchrissinger@nevadalaw.com>]
Sent: Tuesday, October 29, 2019 10:54 AM
To: Nicole Lane
Cc: Linda Linton; Ace Van Patten; Michael Kimmel; linhuntress007@gmail.com; Bailey Ellis
Subject: Re: Radow v. US Bank National, et al CV19-01604

I have them, but I've been in depositions, including today. I need to put them all together, and I anticipate being able to do that by the end of this week.

Ted

Theodore E. Chrissinger

<image004.jpg>

50 W. Liberty St., Suite 840 | Reno, Nevada 89501
(775) 786-8000 (operator) | (775) 785-3472 (direct)
Licensed in Nevada and California

On Oct 29, 2019, at 10:52 AM, Nicole Lane <Nlane@tblaw.com> wrote:

I am following up on my email below. As of today's date, our office has not received any financial documents. Please advise.

Thank you,

<image004.jpg>

Nicole L. Lane | Nevada Litigation, Mediation and Eviction Supervisor | 702.916.1430
10100 W. Charleston Blvd., Ste. 220 | Las Vegas | Nevada | 89135
P 702.258.8200 | F 702.258.8787
nlane@tblaw.com | [Website](#)

Offices: Arizona | California | Nevada | New Mexico

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From: Nicole Lane
Sent: Friday, October 18, 2019 9:49 AM
To: Linda Linton <llinton@lintonlegal.com>; Ace Van Patten <AVP@tblaw.com>; 'Theodore Chrissinger' <tchrissinger@nevadalaw.com>
Cc: mkimmel@nevadalaw.com; linhuntress007@gmail.com; Bailey Ellis <BEllis@tblaw.com>
Subject: RE: Radow v. US Bank National, et al CV19-01604

Good morning,

I am following up on the initial financial request below. As of today's date, our office has not yet received any financial documents. Please advise.

Thank you,

<image003.jpg>

Nicole L. Lane | Nevada Litigation and Eviction Supervisor | 702.916.1430
10100 W. Charleston Blvd., Ste. 220 | Las Vegas | Nevada | 89135
P 702.258.8200 | F 702.258.8787
nlane@tblaw.com | [Website](#)

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From: Jessica Brown

Sent: Tuesday, September 17, 2019 3:16 PM

To: Linda Linton <llinton@lintonlegal.com>; Ace Van Patten <AVP@tblaw.com>; 'Theodore Chrissinger' <tchrissinger@nevadalaw.com>

Cc: 'Michael Kimmel' <mkimmel@nevadalaw.com>; linhuntress007@gmail.com

Subject: RE: Radow v. US Bank National, et al CV19-01604

Hello,

I have included in attachments the documents that need to be sent in for the upcoming mediation. Please submit these documents as soon as possible, as I still need to submit them to the beneficiary for the retention/liquidation review. Please do not hesitate to contact me for any questions. Please send the financial packet via email, fax, or mail by 10/01/2019.

Here is the list of documents that will be needed for a loss mitigation review:

- Request for Modification Affidavit (RMA):
 - o Must be completed, signed and dated by borrower(s) on loan.
 - Borrower Financial Statement:
 - o Must be completed, signed and dated by borrower(s) on loan.
 - Tax Form 4506-T or Tax Form 4506T-EZ:
 - o Must be completed, signed and dated by borrower(s) on loan.
 - Third Party Authorization Form: (If applicable)
 - o Must be completed and signed by borrower(s) on the loan.
 - Proof of Income (all borrower(s) on loan):
 - o Copy of your 4 most recent pay stubs detailing year-to-date earnings, hourly and salary wages.
- Award letters for any income benefits, pension, retirement, unemployment and two corresponding bank statement deposits. If self-employed, provide a borrower signed Profit and Loss statement (P&L) for the last quarter. Documentation and Letter of Explanation (LOE) for any other income.
- Household Expenses (all borrower(s) on loan):
 - o Complete average monthly breakdown of all household expenses and credit obligations.
 - Hardship Letter (signed and dated by borrower(s) on loan):

Linda Linton

From: Jessica Brown <JBrown@tblaw.com>
Sent: Tuesday, September 17, 2019 3:16 PM
To: Linda Linton; Ace Van Patten; 'Theodore Chrissinger'
Cc: 'Michael Kimmel'; linhuntress007@gmail.com
Subject: RE: Radow v. US Bank National, et al CV19-01604
Attachments: 2019version4506-T.PDF; mortgage-assistance-core.pdf

Hello,

I have included in attachments the documents that need to be sent in for the upcoming mediation. Please submit these documents as soon as possible, as I still need to submit them to the beneficiary for the retention/liquidation review. Please do not hesitate to contact me for any questions. Please send the financial packet via email, fax, or mail by **10/01/2019**

Here is the list of documents that will be needed for a loss mitigation review:

- **Request for Modification Affidavit (RMA):**
 - *Must be completed, signed and dated by borrower(s) on loan.*
- **Borrower Financial Statement:**
 - *Must be completed, signed and dated by borrower(s) on loan.*
- **Tax Form 4506-T or Tax Form 4506T-EZ:**
 - *Must be completed, signed and dated by borrower(s) on loan.*
- **Third Party Authorization Form: (If applicable)**
 - *Must be completed and signed by borrower(s) on the loan.*
- **Proof of Income (all borrower(s) on loan):**
 - *Copy of your 4 most recent pay stubs detailing year-to-date earnings, hourly and salary wages. Award letters for any income benefits, pension, retirement, unemployment and two corresponding bank statement deposits. If self-employed, provide a borrower signed Profit and Loss statement (P&L) for the last quarter. Documentation and Letter of Explanation (LOE) for any other income.*
- **Household Expenses (all borrower(s) on loan):**
 - *Complete average monthly breakdown of all household expenses and credit obligations.*
- **Hardship Letter (signed and dated by borrower(s) on loan):**
 - *A signed letter explaining the reason for your hardship and your intention regarding the property.*
- **Tax Returns (all borrower(s) on loan):**
 - *Signed tax returns including all schedules for the past two (2) years.*
- **Bank Statements (all borrower(s) on loan):**
 - *Most recent 2 months of banks statements including all pages; must include beginning and ending balance and all customer information.*
- **Utility Bill: (If applicable)**
 - *Current utility bill showing the homeowner name and property address (gas, electric, water).*
- **Military Service Orders: (If applicable)**
 - *Provide a copy of the notice that you have been called to active duty and a copy of the orders from the military service notifying you of your activation. Applies to active service members under the protection of the Servicemembers Civil Relief Act.*
- **Rental Income: (If applicable)**
 - *Rental Lease(s) and proof from tax return Schedule E, two bank statements showing rent deposited.*
- **Contribution Income: (If applicable)**
 - *Signed and dated letter of contribution, and two bank statements showing regular deposits.*
- **Misc. Income: (If applicable)**
 - *Income statements and bank statements showing regular deposits.*
- **Letters of Explanation (LOE): (If applicable)**

EXHIBIT 2

EXHIBIT 2

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Wells Fargo Home Mortgage Inc
3476 Stateview Boulevard, MAC #X7801-014
Fort Mill SC 29715

T&B NO.: 11-70644

APN: 047-072-03

CORPORATION ASSIGNMENT OF DEED OF TRUST

For Value Received, Wells Fargo Bank, N.A. hereby grants, assigns and transfers to US Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1 all beneficial interest under that certain Deed of Trust dated 11/15/2004 executed by Kelley L. Radow and Marc E. Radow, husband and wife as joint tenants (Trustor), to United Title of Nevada (Trustee) and recorded on 11/23/2004 as DOC # 3132996 in Washoe County, NV describing the land therein:

AS PER DEED OF TRUST MENTIONED ABOVE.

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust

Date: March 24, 2011

Wells Fargo Bank, N.A.

By: [Signature]
Michael Snively
It's: VP Loan Documentation

STATE OF Minnesota
COUNTY OF Dakota

On March 24, 2011, before me, Tae Hoony Chin, a Notary Public for said State, personally appeared Michael Snively, personally known to me (or proved to me on the basis of satisfactory evidence) to be the VP Loan Documentation for Wells Fargo Bank, N.A. 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.

WITNESS my hand and official seal.

Signature: [Signature]



EXHIBIT 3

EXHIBIT 3

DOC #4134194

07/24/2012 09:56:54 AM
Electronic Recording Requested By
LSI TITLE AGENCY INC
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$14.00 RPTT: \$0
Page 1 of 1

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Wells Fargo Home Mortgage Inc
3476 Stateview Boulevard, MAC #X7801-014
Port Mill SC 29715

NOSC 41203

~~NO.~~ NO.: 11-98644

APN: 047-072-03

110307257

CORPORATION ASSIGNMENT OF DEED OF TRUST

For Value Received, Wells Fargo Bank, N.A. hereby grants, assigns and transfers to US Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1 all beneficial interest under that certain Deed of Trust dated 11/15/2004 executed by Kelley L. Radow and Marc E. Radow, husband and wife as joint tenants, (Trustor), to United Title of Nevada (Trustee) and recorded on 11/23/2004 as DOC # 3132996 in Washoe County, NV describing the land therein:

* SECURITIES

AS PER DEED OF TRUST MENTIONED ABOVE.

Together with the Obligation(s) therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust

Date: July 18, 2011

Wells Fargo Bank, N.A.

By: Samuel Kremer

It's: Vice President Loan Documentation

STATE OF Minnesota
COUNTY OF Dakota

On July 26, 2011, before me, Julie Ann Prieto, a Notary Public for said State, personally appeared Samuel Kremer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President Loan Documentation for Wells Fargo Bank, N.A. 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.

WITNESS my hand and official seal.

Signature Julie Ann Prieto



CERTIFICATION OF LOAN DOCUMENTS FOR MEDIATION

Name:

Title:

Fortune Bane
Vice President Loan Documentation

Company: Wells Fargo Bank, N.A.

Address: 1000 Blue Gentian Rd, Eagan, MN 55121

Fortune Bane, the undersigned, am a duly authorized representative of the beneficiary and am authorized to execute this certification of documents on its behalf. Based on business records, I have personal knowledge of the facts contained within this declaration and, if called as a witness, could and would competently testify to them.

I certify that the attached documents referenced below are true and correct copies of the original documents in my actual possession.

- ☐ Note
☐ Endorsements and/or assignments to the Note
☐ Deed of Trust
☒ Assignment of the Deed of Trust
☐

Borrower(s): Radow, Kelley L.
Radow, Marc E.

Loan #: 708-0141049098

Property Address: 1900 Joy Lake Road, Reno, NV 89511

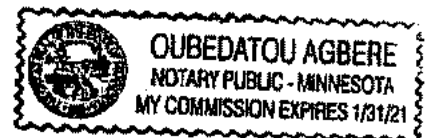
By: Fortune Bane

Date: 10-15-2019

State of Minnesota)

County of DAKOTA)

Sworn and subscribed to before me on 10-15-2019 (date).



[Signature] (signature of notary)

TRUE AND CERTIFIED COPY

0141049098

DOC # 3132997
11/23/2004 04:37P Fee:43.00
BK1
Requested By
FOUNDERS TITLE COMPANY OF NEVADA
Washoe County Recorder
Kathryn L. Burke - Recorder
Pg 1 of 5 RPTT 0.00



APN # 047-072-03

Recording Requested by:

Name Founders Title of Nevada

6225 Neil Road, Suite 100

Reno, NV 89511

Address (775) 323-0101

City/State/Zip

(for Recorder's use only)

Assignment Deed of Trust
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

TRUE AND CERTIFIED COPY



3132997
11/23/2004
P. 07 5

Recording Requested By/Return To: Wells Fargo Bank, N.A., Document Management, PO Box 980, Frederick, MD 21705-0980

72290 ALW
APN 047-072-03

ASSIGNMENT OF DEED OF TRUST


For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is PO Box 9101, Minneapolis, MN 55480-1901, does hereby grant, sell, assign, transfer and convey unto Wells Fargo Bank, N.A., a national association organized and existing under the laws of the United States (herein "Assignee"), whose address is 405 SW Fifth Street, Des Moines, IA 50309, all beneficial interest under a certain Deed of Trust, dated 11/17/04, made and executed by Kelley L. Radow and Marc E. Radow, to United Title of Nevada Trustee, and given to secure payment of (Include the Original Principal Amount (\$457,000.00) which Deed of Trust is of record in Book, Volume, or Liber No. n/a, at page n/a (or as No. 3132996) of the Records of Washoe County, State of Nevada, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.


IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on 11/17/04.


Witness Michelle Dudkiewicz


Witness Tony Patridge


Attest Valerie Barnhart, VP Of Loan Documentation

Seal: No Seal

UBS Mortgage LLC
(Assignor)
By: 
(Signature) Mariana Alvarez, VP Of Loan Documentation

This Instrument Prepared By: UBS Mortgage LLC, PO Box 9101, Minneapolis, MN 55480-1901, tel. no. (866) 285-5345.

TRUE AND CERTIFIED COPY



3132997
11/13/2004
4-11-04

State of Minnesota
County of Hennepin

This instrument was acknowledged before me on 11/17/04
by Mariana Alvarez as VP Of Loan Documentation of UBS Mortgage LLC.

Melissa L. Fettig



Nevada Assignment of Deed of Trust
with Acknowledgment
NMFL# 0673 04/99

TRUE AND CERTIFIED COPY



3132997
11/23/2004
5 of 5

EXHIBIT "A"

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Lot 3 in Block H of GALENA FOREST ESTATES UNIT ONE-A DENSITY SUBDIVISION, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on July 17, 1979, as under Filing No. 617853, and as Tract Map No. 1868.

APN: 047-072-03

Code: 2490
HOY | CHRISSINGER | KIMMEL | VALLAS
Theodore E. Chrissinger (NV Bar 9528)
50 W. Liberty St., Suite 840
Reno, Nevada 89501
775.786.8000 (voice)
775.786.7426 (fax)
tchrissinger@nevadalaw.com
mkimmel@nevadalaw.com

Attorneys for: Petitioners Marc and Kelley Radow

In the Second Judicial District Court of the State of Nevada
In and For the County of Washoe

Marc E. Radow and Kelley L. Radow,
husband and wife,

Petitioners,

vs.

U.S. Bank National Association, as Trustee,
successor in interest to Wachovia Bank,
National Association, as Trustee for Wells
Fargo Asset Securities Corporation,
Mortgage Pass-Through Certificates, Series
2005-AR1

Respondent.

Case No.: CV19-01604

Dept. No.: 1

Motion for Relief (FMR 20(2))

Marc E. Radow and Kelley L. Radow (collectively, the “Radows”) hereby request relief in the form of sanctions, based on Respondent’s failure to provide all required documents at the foreclosure mediation. This request is based on the mediator’s statement filed December 5, 2019 (served on December 6, 2019), the actions of Respondent, the Foreclosure Mediation Rules, the attached declarations of Marc Radow (Exhibit 1) and Theodore Chrissinger (Exhibit 2), and the additional attached exhibits.

Introduction

On November 25, 2019, the Radows participated in a foreclosure mediation under Nevada's Foreclosure Mediation Rules ("FMR"). Respondent failed to provide all the documentation required by the FMR's, and the mediator, Linda Linton, recommended that a foreclosure certificate shall not issue, and that Respondent should be sanctioned for its failure.

This is not the first time Respondent has failed to comply with the FMR's. The Radows have now participated in six foreclosure mediations with Respondent. In all six mediations, Respondent has either participated in bad faith and / or failed to provide all of the required documents.

History

The Radows have attempted to negotiate in good faith with Respondent for over eight years. In each attempt, Respondent failed to comply with the FMR's by not providing all required documentation. The details of the mediations reveal a pattern of conduct that will only be deterred by sanctions.

The First Mediation

The First Mediation was held on November 9, 2011. At that mediation, Respondent "failed to bring to the mediation each document required." Exhibit 3. Mediator Liz Gonzales determined that "Lender failed to bring to the mediation each document required." *Id.* at 2nd page. A foreclosure certificate was not issued, and the Radows did not petition for sanctions.

The Second Mediation

After Respondent failed to provide the required documents at the First Mediation, Respondent recorded a new Notice of Default. The Radows, hoping to negotiate a



1 successful resolution with Respondent, again elected to participate in the Foreclosure
2 Mediation Program.

3 The Radows and Respondent attended the Second Mediation on April 11, 2013.
4 Again, Respondent failed to comply with the FMR's. Respondent "failed to demonstrate
5 authority, or provide access to a person with authority, to negotiate a loan modification"
6 and it "failed to participate in good faith." Exhibit 4, 3rd page. Further, Respondent failed to
7 provide a "certification with an original signature of each endorsement and/or assignment
8 of the mortgage note, or judicial order pursuant to NRS 104.3309" and failed to provide a
9 "certification with an original signature of each assignment of the deed of trust (DOT), or
10 judicial order pursuant to NRS 104.3309." *Id.*

11
12 In the mediator's Specific Recommendation for Sanctions, mediator David Hamilton,
13 Esq. found that "whoever owns the Radows' note and deed of trust did not provide the
14 proper documents and misrepresented who owned the note and deed of trust." *Id.* at 4th
15 page. Mr. Hamilton continued:

16
17 At this Mediation, the representatives of the Beneficiary refused to negotiate.
18 They attempted to excuse this refusal by claiming that they had not gotten
19 [sic] all of the requested profit and loss statements for the Radow's Capital
20 Management LLC. In an exchange of emails just before the Mediation, Radow
21 pointed out why a P&L for 2013 could not be created and provided the 2012
22 P&L. In response the Lender stated he could bring the underlying documents
23 to the mediation to satisfy the request for the information about JAGR.
24 However, at the Mediation, the production of the underlying documents was
25 suddenly not satisfactory. The Lender refused to negotiate even though the
26 Radow's made an offer for a modification. The Lender's conduct of refusing
27 to negotiate demonstrated bad faith.

28
**Therefore, it is recommended that Wells Fargo Bank, N.A. and its
attorneys, Tiffany and Bosco, and Haley Abel be sanctioned \$50,000.**

Id. (emphasis added). Mr. Hamilton provided a more extensive narrative of Respondent's
bad faith as an attachment to his mediation statement. *Id.* at 8th through 12th page.



1 Again, hoping to eventually work out a compromise with Respondent, the Radows
2 did not petition for judicial review to seek the recommended sanctions.

3 **The Third Mediation**

4 Again, Respondent filed a new Notice of Default, and again, the Radows elected to
5 participate in mediation. The Third Mediation was held on January 30, 2014, and again,
6 Respondent failed to provide “A certification with an original signature of each assignment
7 of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.” Exhibit 5, 6th page.
8 Respondent also “failed to provide homeowner with a certified copy of the limited power of
9 attorney ten days before the mediation as required by FMP Rule 11(7)(c).” *Id.* at 7th page.
10

11 Mediator Wayne Chimarusti, Esq. recommended that a foreclosure certificate should
12 not issue to Respondent’s non-compliance with the FMR’s. *Id.* Again, the Radows did not
13 petition for sanctions.
14

15 **The Fourth Mediation**

16 After respondent recorded a new Notice of Default, the Radows elected to
17 participate in a fourth foreclosure mediation. This Fourth Mediation occurred on October
18 29, 2014 with mediator Stephen Ramos. Yet again, Respondent failed to provide “A
19 certification with an original signature of each assignment of the deed of trust (DOT), or
20 judicial order pursuant to NRS 104.3309.” Exhibit 6, 5th page.
21

22 After this fourth attempt, Respondent petitioned for judicial review seeking an
23 order allowing Respondent to foreclose. *See* Case No. CV14-02572 (2nd Judicial). Judge
24 Elliot Sattler ordered a hearing to consider the parties’ arguments, but Respondent failed to
25 appear. Judge Sattler denied Respondent’s petition (Exhibit 7), and subsequent motion to
26 set aside order / motion for reconsideration (Exhibit 8).
27
28

1 The Radows did not countermove for sanctions, again hoping that something could
2 be worked out with Respondent.

3 **The Fifth Mediation**

4 Petitioner again recorded a new Notice of Default, and the Radows elected
5 mediation. The Fifth Mediation occurred on November 23, 2015.
6

7 At this mediation, Respondent again failed to produce a certified copy of deed of
8 trust assignment dated March 24, 2011. Exhibit 9, 6th page. This document had been
9 provided to Bankruptcy Court as part of Respondent's attempt to lift the stay and foreclose
10 on the Radows' home during Marc Radow's bankruptcy. Exhibit 10; Chrissinger Decl., ¶¶ 5-
11 7.

12 The mediator, Gayle Holderer, found that Respondent complied with the FMR's,
13 even though Respondent failed to produce a certified copy of the March 24, 2011
14 assignment. Exhibit 9, 6th page. The Radows petitioned for judicial review, participated in
15 a settlement conference (with Judge Breslow), and prior to the hearing, the Radows agreed
16 to dismiss the petition in exchange for Respondent withdrawing the Notice of Default.
17 Chrissinger Decl., ¶ 10.
18

19 **The Sixth (and current) Mediation**

20 After Respondent filed a new Notice of Default, the Radows petitioned for mediation
21 under the new FMR's. Prior to the mediation, Petitioner requested numerous financial
22 documents from the Radows. Chrissinger Decl., ¶ 11. The Radows questioned the need for
23 these documents, as Respondent had noted during prior mediations that Respondent was
24 not able to modify the loan due to investor restrictions. *Id.* at ¶ 11. Respondent
25 nonetheless demanded production of financial documents, which the Radows eventually
26
27
28

provided. *Id.* at ¶ 11. Responding to the Radows' attorney's question regarding the need for updated financials, counsel for Respondent wrote:

These documents are not pointless or an exercise in futility, my client cannot determine what modification programs are even available without that information, not to mention that the rules of the foreclosure program expressly provide for the same and require that they be provided. My client was requesting that information in order to complete a modification review as part of their good faith participation in this process; ...

Exhibit 11, 18th and 19th pages.¹

Despite Respondent's attorney's email contending the financials were needed, Respondent, at the mediation, admitted that the Radows could never be approved for any loan modification, no matter what the Radows' financial documents showed. Chrissinger Decl., ¶ 12. In other words, the Radows' document production was an exercise in futility.

Like the prior five mediations, Respondent failed to provide a certified copy of the March 24, 2011 DOT assignment. Exhibit 11, 7th page. Respondent claimed a lack of knowledge of the assignment, and argued that because it was not recorded, it served no purpose. Chrissinger Decl., ¶ 14. Yet, Respondent used this assignment to successfully get the stay lifted in Marc Radow's Bankruptcy.² See Exhibit 12, Order Vacating Automatic Stay. Respondent's claimed lack of knowledge of the document is contradicted by its own filing in Marc Radow's bankruptcy case.

¹ The FMR's require the borrower to produce documents if "the beneficiary ... indicates that documents are required to determine eligibility for a loan modification, short sale, or other alternative to foreclosure ..." FMR 13(2). There is no requirement that the lender demand certain documents. In other words, the lender should, in good faith, demand production of documents the lender actually needs, rather than demanding all financials and then, at the mediation, claim that no matter the borrower's financial position, there are no programs available based on the length of the default.

² Because Petitioner successfully relied upon this document to get the stay lifted in the Bankruptcy Court, Petitioner should now be judicially estopped from claiming the document is a "rogue" document, or is otherwise inapplicable.

1 Mediator Linda Linton recognized Respondent's failure, and recommended that
2 Respondent not receive a foreclosure certificate, and that Respondent should be
3 sanctioned. Exhibit 11.

4 The Radows now request sanctions.

5
6 **I. The Court has the authority to sanction Respondent for its**
7 **failure to comply with the FMR's.**

8 The FMR's gives the District Court discretion to impose appropriate sanctions:

9 Upon receipt of the mediator's statement and any request for relief, the
10 District Court shall enter an order (1) describing the terms of any loan
11 modification or settlement agreement, (2) dismissing the petition, or (3)
detailing decisions regarding the imposition of sanctions as the District Court
determines is appropriate.

12 FMR 20(3). *See also* NRS 107.086(6) (requiring the mediator to recommend sanctions for
13 non-compliance, and giving the court the authority issue sanctions the court deems
14 appropriate, including, without limitation, requiring a loan modification in the manner
15 determined proper by the court). When a lender fails to bring the required documentation,
16 the district court may not issue a foreclosure certificate, and must consider sanctions.
17 *Pasillas v. HSBC Bank USA*, 127 Nev. 462, 469, 255 P.3d 1281, 1286 (2011).
18

19 When considering sanctions, district courts should consider the following
20 nonexhaustive list of factors: whether the violations were intentional, the amount of
21 prejudice to the nonviolating party, and the violating party's willingness to mitigate any
22 harm by continuing meaningful negotiation. *Id.* at 470, 1287.
23

24 **II. The Court should award the Radows their attorney fees**
25 **incurred for the current petition and mediation as**
26 **sanctions.**

27 The Radows incurred \$3,990 in attorney fees (11.4 hours at \$350/hour) since
28 Respondent recorded the latest Notice of Default through the end of the mediation.

1 Chrissinger Decl., ¶ 16. This includes 5.5 hours for final preparation and attending the
2 mediation. *Id.* Additionally, the Radows incurred \$275 in costs for the filing fee and
3 mediation fee. *Id.* at ¶ 18. Finally, the Radows incurred an additional \$3,290 for
4 preparation of this request for relief (9.4 hours at \$350/hour). *Id.* at ¶ 19.

5
6 The Radows request an award of their fees and costs at a minimum. Respondent
7 knew, or should have known, that it would need a certified copy of the March 24, 2011
8 assignment, yet it failed to produce a certified copy (indeed, Respondent failed to provide
9 any copy of this assignment). The fees and costs incurred by the Radows were necessary to
10 file the petition and participate meaningfully in the mediation. Therefore, the Radows
11 request an award of \$7,555 in fees and costs, and an order that a foreclosure certificate
12 shall not issue.

13 14 **III. The Court should award the Radows their attorney fees** 15 **incurred for the prior five mediations.**

16 As detailed above in the History section, the current mediation is the sixth
17 mediation attended by the Radows. After the Fourth Mediation, when Respondent filed a
18 petition for judicial review, the Radows retained the Law Offices of Thomas J. Hall to
19 represent them in the petition, and then in the subsequent Fifth Mediation and petition for
20 judicial review following the Fifth Mediation. Radow Decl., ¶ 9. During Mr. Hall's tenure as
21 the Radows' attorney, he invoiced the Radows for a total of \$24,889.55, including costs. *Id.*
22 at ¶ 9. The Radows also incurred attorney fees from Mr. Chrissinger to take over the
23 Petition for Judicial Review, totaling \$2,135. Chrissinger Decl., ¶ 17. Finally, the Radows
24 incurred costs of \$250 each for the prior four mediations. Radow Decl., ¶ 10.

25
26 These fees were incurred due to Respondent's failures. Respondent petitioned for
27 judicial review after the Fourth Mediation, and then failed to show up to the hearing.
28

1 Exhibits 7 & 8. Then, knowing that it did not have the required documents, Respondent
2 nonetheless recorded a new Notice of Default, and forced the Radows to seek mediation in
3 an effort to save their home.

4 Under the factors announced in *Pasillas, supra*, Respondent should be sanctioned for
5 it actions in the first four mediations, the resulting petition for judicial review, the Fifth
6 Mediation, and the resulting petition for judicial review. Respondent's inability to comply
7 with the FMR's was known, or should have been known to Respondent, as Respondent was
8 the entity that filed the March 24, 2011 assignment with the Bankruptcy Court. Yet,
9 Respondent failed to provide even a copy of this assignment at any of the mediations.
10

11 In denying Respondent's motion for reconsideration during the petition for judicial
12 review after the Fourth Mediation, Judge Sattler wrote:
13

14 The Motion argues the Court may not take into consideration any past rule
15 violations or conduct of the parties and must examine the issue within the
16 Petition in what is in essence a vacuum. This reasoning is faulty as it would
17 allow a party to continually violate the rules and give the Court no power to
18 deter the violations. FMR 22(2) provides the district court may determine
19 appropriate sanctions. It would be impossible for a court to determine
20 appropriate sanctions if it were unable to consider a party's past behavior in
21 the process.

22 Exhibit 8 at 5:6-11.

23 Consider the harm to the Radows based on Respondent's failures: After the Radows
24 defaulted (during the Great Recession), they could not simply restart payments to
25 Respondent, as it was not clear to whom mortgage payments were due. Their only option
26 was to negotiate with Respondent, but Respondent never provided the requisite
27 documentation under the FMR's. Now, it is approximately eight years later, and the
28 Radows are still trying to save their home.

During the Sixth Mediation, Respondent noted that the Radows would never be offered a loan modification. While earlier mediations were sidetracked with admissions that the “investor” would not consider any workout program (HAMP / HARP, or Nevada’s Hardest Hit Fund), Respondent now conjures new bases to deny a modification: (1) the time of delinquency based on the last payment made by the Radows, and (2) the amount of arrearages allegedly owed. Yet, at the time of the First Mediation, the arrearages were much lower, the short sale sum that was offered and then withdrawn was only \$314,500, and the Radows could have completed this short sale, qualified for an alternative loan, or may have qualified for a loan modification based on their then-current income. If only Respondent had provided the required documents, there may have been a settlement early on.

This Court should deter future failures by sanctioning Respondent for its continual failures in the foreclosure mediation process. Based on the history with Respondent, it appears the only way to deter Respondent is to sanction Respondent in an amount that reimburses the Radows for the money they have spent on lawyers, all squandered in attending the futile mediations. Under this Section, the Radows request \$28,024.55.

IV. The Court should sanction Respondent an additional \$50,000, as recommended by Mediator David Hamilton after the Second Mediation, for Respondent’s inconsistent positions in different cases.

At the Second Mediation, mediator David Hamilton, Esq. found that Respondent acted in bad faith and neglected to produce the required documentation. Mr. Hamilton provided a detailed narrative of all of the violations committed by Respondent. *See Exhibit 4, 8th through 12th pages.*

Although the Second Mediation took place more than six years ago, one of the issues was the exact same issue plaguing the Sixth Mediation – the failure to provide the March 24, 2011 DOT assignment. *Id.*

Marc Radow petitioned for bankruptcy protection in 2010. As part of the Bankruptcy Case, Respondent moved to lift the automatic stay in order to commence foreclosure proceedings on the subject property. Chrissinger Decl., ¶ 5. As part of that motion, Respondent attached the March 24, 2011 DOT assignment as proof that Respondent had authority to foreclose. Exhibit 10; Chrissinger Decl. ¶¶ 5-7. Respondent was successful in its motion, and the automatic stay was lifted to allow Respondent to commence foreclosure proceedings. Exhibit 12.

During the Sixth Mediation, the Radows informed the mediator about the existence of this assignment, and Respondent’s failure to provide even a copy of it prior to or at the mediation. Chrissinger Decl., ¶ 13. The mediator informed the Radows that Respondent contended that because there was a later assignment, the March 24, 2011 DOT assignment was a “rogue” assignment, and was ineffective and need not be produced. *Id.* at ¶ 14.

Respondent should be judicially estopped from claiming that the March 24, 2011 assignment is ineffective. Respondent relied on this assignment in its effort to lift the automatic bankruptcy stay. The Court lifted the stay, and Respondents were permitted to start the foreclosure process. Now, in an attempt to obtain a foreclosure certificate, Respondent has changed its position in this proceeding. *See Marcuse v. Del Webb Communities, Inc.*, 123 Nev. 278, 287, 163 P.3d 462, 468-69 (2007) (listing the elements of judicial estoppel).

Mr. Hamilton recognized the egregiousness of Respondent’s change of positions to suit its needs, and he recommended sanctions of \$50,000. The Radows now ask this Court



1 to enforce that recommendation, in addition to attorney's fees, to deter Respondent from
2 telling one court one thing, and another court another.

3 **Conclusion**

4 If Respondent is not subject to sanctions, it will continue to flaunt the FMR's. The
5 Radows request sanctions as follows:
6

- 7 1. Fees and Costs for the Sixth Mediation: \$7,555.00
8 2. Fees and Costs for the prior mediations: \$28,024.55
9 4. Additional Sanction: \$50,000.00

10 The Radows also request any further relief deemed appropriate by the Court.

11 December 16, 2019

12 HOY | CHRISSINGER | KIMMEL | VALLAS

13
14 

15 _____
16 Theodore Chrissinger
17 Attorneys for Petitioners
18
19
20
21
22
23
24
25
26
27
28

Privacy Affirmation and Certificate of Service

I hereby affirm that this document does not contain and social security numbers or other private information.

I hereby certify that on December 16, 2019, I electronically filed the foregoing with the Clerk of the Court by using the electronic filing system which will send a notice of electronic filing to the following:

HOME MEANS NEVADA
JASON C. KOLBE for US BANK NATIONAL ASSOCIATION TRUSTEE FOR WACHOVIA BANK
LINDA J. LINTON, ESQ.

December 16, 2019


Theodore Chrissinger

Index of Exhibits

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3	Mediation Statement – 1 st Mediation	7
4	Mediation Statement – 2 nd Mediation	16
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12	Order Vacating Automatic Stay	4

Exhibit 1

Exhibit 1

Code: 1520
HOY | CHRISSINGER | KIMMEL | VALLAS
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tchrissinger@nevadalaw.com
mkimmel@nevadalaw.com

Attorneys for: Petitioners Marc and Kelley Radow

In the Second Judicial District Court of the State of Nevada
In and For the County of Washoe

Marc E. Radow and Kelley L. Radow,
husband and wife,

Petitioners,

vs.

U.S. Bank National Association, as Trustee,
successor in interest to Wachovia Bank,
National Association, as Trustee for Wells
Fargo Asset Securities Corporation,
Mortgage Pass-Through Certificates, Series
2005-AR1

Respondent.

Case No.: CV19-01604

Dept. No.: 1

**Declaration of Marc E. Radow in Support of Petitioners' Motion
for Relief**

I, Marc E. Radow, declare:

1. I am over the age of 18, and I am competent to testify to the facts contained in this declaration.
2. I am one of the petitioners in this case, and I have personal knowledge of the facts contained in this declaration. If asked, I will testify to these facts in court.

1 3. Exhibit 3 is a true and correct copy of the mediator's statement from the First
2 Mediation.

3 4. Exhibit 4 is a true and correct copy of the mediator's statement from the
4 Second Mediation.

5 5. Exhibit 5 is a true and correct copy of the mediator's statement from the
6 Third Mediation.

7 6. Exhibit 6 is a true and correct copy of the mediator's statement from the
8 Fourth Mediation.

9 7. Exhibit 9 is a true and correct copy of the mediator's statement from the Fifth
10 Mediation.

11 8. Exhibit 11 is a true and correct copy of the mediator's statement from the
12 Sixth Mediation.

13 9. Respondents filed a Petition for Judicial Review after the Fourth Mediation.
14 My wife and I hired the Law Offices of Thomas Hall to represent us in the petition and any
15 subsequent mediations, including our Petition for Judicial Review after the Fifth Mediation.
16 We incurred \$24,889.55 in attorney fees and costs with Mr. Hall's firm.

17 10. For the first four mediations, we incurred \$250 in costs for each one, or
18 \$1,000. The mediation and filing fees for the Petitions for Judicial Review and the Fifth and
19 Sixth Mediations were part of the costs including in Mr. Chrissinger's bills and Mr. Hall's
20 bills.



1 I declare under penalty of perjury under the laws of the state of Nevada that the
2 foregoing is true.

3 Executed on December 16, 2019 in Reno, Nevada

4
5
6 
7 Marc E. Radow

Exhibit 2

Exhibit 2



Code: 1520
HOY | CHRISSINGER | KIMMEL | VALLAS
Theodore E. Chrissinger (NV Bar 9528)
50 W. Liberty St., Suite 840
Reno, Nevada 89501
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tchrissinger@nevadalaw.com
mkimmel@nevadalaw.com

Attorneys for: Petitioners Marc and Kelley Radow

In the Second Judicial District Court of the State of Nevada
In and For the County of Washoe

Marc E. Radow and Kelley L. Radow,
husband and wife,

Petitioners,

vs.

U.S. Bank National Association, as Trustee,
successor in interest to Wachovia Bank,
National Association, as Trustee for Wells
Fargo Asset Securities Corporation,
Mortgage Pass-Through Certificates, Series
2005-AR1

Respondent.

Case No.: CV19-01604

Dept. No.: 1

**Declaration of Theodore Chrissinger in Support of Petitioners'
Motion for Relief**

I, Theodore Chrissinger, declare:

1. I am over the age of 18, and I am competent to testify to the facts contained in
this declaration.

2. I am the attorney of record for Marc E. Radow and Kelley L. Radow.

3. I reviewed the docket in Case No. CV14-02572, *Wells Fargo Bank, N.A., et al. v. Kelley Radow, et al.* on the eFlex system. I downloaded Judge Sattler's Order Denying

1 Petition for Judicial Review and Order Denying Plaintiff's Motion for Relief from Order
2 Denying Petition for Judicial Review or in the alternative Motion for Reconsideration of
3 Order Denying Petition for Judicial Review.

4 4. Exhibits 7 and 8 are true and correct copies of those orders.

5 5. Through the Federal Court's PACER system, I reviewed the docket of
6 Bankruptcy Case 10-52176-gwz, *In re: Marc Radow*. I downloaded Respondent's Motion for
7 Relief From Automatic Stay wherein Respondent moved for an order granting relief from
8 the Automatic Stay, and permitting Respondent to "move ahead with foreclosure
9 proceedings."

10 6. In Respondent's Motion for Relief from Automatic Stay, Respondent alleged,
11 [Respondent] is the current payee of a promissory note dated November 15,
12 2004 for the principal sum of \$457,000.00, secured by a Real Property Trust
13 Deed of same date upon property generally described as 1900 Joy Lake Road,
14 Reno, NV 89511, and legally described as follows: [Legal Description].
15 Attached hereto on Exhibit "A" are the deed of Trust, Note and Assignment.

16 7. Exhibit 10 is a true and correct copy of the March 24, 2011 Assignment of the
17 Deed of Trust, attached to Respondent's Motion for Relief from Automatic Stay as an
18 exhibit.

19 8. I did not attach Respondent's Motion as an exhibit to the Radows' Motion for
20 Relief, because the document contains personal information that is unnecessary for the
21 purposes of the Motion. However, if the Court desires, I will provide a full copy of
22 Respondent's Motion for review in chambers.

23 9. Exhibit 12 is a true and correct copy of the Order Vacating Automatic Stay in
24 the Marc Radow Bankruptcy Case.

25 10. The Radows retained me during their petition for judicial review resulting
26 from the Fifth Mediation. I was retained to take over for Thomas Hall, and my
27
28



1 representation started after the settlement conference with Judge Breslow. Respondent's
2 attorneys and I engaged in settlement discussions, and the result was the Radows
3 dismissed their petition in exchange for the Respondents withdrawing the Notice of
4 Default.

5
6 11. Prior to the current mediation (the Sixth Mediation), Respondent's attorneys
7 sent me a list of documents Respondent wanted from the Radows. I expressed my
8 frustration, as Respondent had previously represented to the Radows that Respondent
9 would not offer any sort of loan modification. Respondent's attorney, Ace Van Patten, told
10 me that it would not be a futile exercise, as Respondent needed those documents to
11 evaluate the Radows' eligibility for a loan modification. Exhibit 11 contains a true and
12 correct copy of that email correspondence. The Radows produced all required
13 documentation, unless the requested document was unavailable or inapplicable.

14
15 12. During the mediation, Respondent's representative and Respondent's
16 attorney both noted that due to length of time since the default, the Radows would not be
17 eligible for any loan modification, no matter what the Radows' financial statements
18 showed.

19
20 13. During the mediation, I discussed with the mediator the fact that the March
21 24, 2011 assignment (Exhibit 10) has been presented to the Bankruptcy Court as support
22 for Respondent's Motion for Relief from Automatic Stay. Yet, Respondent had not produced
23 a certified copy of that assignment prior to or at the mediation.

24
25 14. The mediator told me that Respondent's representative and Respondent's
26 attorney claimed to not have any knowledge of the March 24, 2011 assignment, and that
27 because it was not recorded, it served no purpose. Because there was a later assignment
28

1 that was recorded, they referred to the March 24, 2011 assignment as a “rogue
2 assignment.”

3 15. My hourly rate is \$350/hour.

4 16. From the time the notice of default was recorded in July, 2019, through the
5 end of the mediation, I billed the Radows for 11.4 hours of work, totaling \$3,990. Of that,
6 5.5 hours was for mediation preparation and attendance on November 25, 2019.

7 17. Prior to the latest notice of default, I billed the Radows for 6.1 hours, totaling
8 \$2,135. This work was to wrap up the prior Petition for Judicial Review.

9 18. As part of my representation, the Radows incurred \$275 in costs. These
10 costs were the costs associated with filing the Petition for Mediation (the filing fee and the
11 mediation fee).

12 19. I billed 9.4 hours to draft the current Motion for Relief, along with this
13 Declaration, totaling \$3,290.

14 I declare under penalty of perjury under the laws of the state of Nevada that the
15 foregoing is true.

16 Executed on December 16, 2019 in Reno, Nevada

17
18
19
20
21 
22 Theodore Chrissinger

Exhibit 3

Exhibit 3

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

PART 1: SIGN-IN SHEET

APN: 047-072-03

Mediator:

Name: Liz Gonzalez
Print
 Contact Info.: Liz@simplyreno.com
Email 775-224-2276 Telephone #

Homeowner(s) (Grantor):

Name: Kelley Radow Kelley Radow
Print Signature
 Contact Info.: Kelley@radow.net 745-7920
Email Telephone #
 Participated: ☒ In Person ☐ By Telephone

Homeowner(s) (Grantor):

Name: Man Radow Man Radow
Print Signature
 Contact Info.: Man@Radow.net 775-745-7520
Email Telephone #
 Participated: ☒ In Person ☐ By Telephone

Homeowner Atty. or Rep:

Name: _____
Print Signature
 Contact Info.: _____
Email Telephone #
 Participated: ☐ In Person ☐ By Telephone

NV Bar/NRS 645F License # _____

Lender (Beneficiary):

Name: Edward ~~Winters~~ Chestnutt
Print Signature
 Contact Info.: 803-835-9493
Email Telephone #
 Participated: ☐ In Person ☒ By Telephone

Wells Fargo
Special Resolution Team member

Lender Atty. or Rep:

Name: C. Haley Abel C. Haley Abel
Print Signature
 Contact Info.: HABEL@STERRALAWYERS.COM 775-832-5858
Email Telephone #
 Participated: ☒ In Person ☐ By Telephone

12172
 NV Bar/NRS 645F License # _____

Other:

Name: _____
Print Signature
 Contact Info.: _____
Email Telephone #
 Participated: ☐ In Person ☐ By Telephone

If needed, a separate sheet may be utilized for additional attendees.

The attending parties are signing this sheet only to memorialize their presence at the mediation. If an agreement is reached, the parties will be requested by the mediator to execute the agreement section of this Mediator Statement, which will outline the basic terms agreed upon at mediation. Neither the mediator nor the mediation administrator may be compelled to testify in any subsequent proceedings regarding the contents of an agreement.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

HOMEOWNER'S NAME: <u>Marc Radow</u> CO-OWNER'S NAME: <u>Kelley Radow</u>	BENEFICIARY: <u>US Bank National Association (Page 2 continues) - attached</u> TRUSTEE: <u>National Default Servicing Corporation</u>
ASSESSOR PARCEL NUMBER (APN): <u>047-072-03</u> PROPERTY ADDRESS: <u>1900 Joy Lake Road, Reno, NV 89511</u>	TS #: <u>11-41203-WF-NV</u> Loan #: <u>0141049098</u> DoT Doc #: <u>11/15/04</u> Book #: <u> </u> Page #: <u> </u> Inst #: <u>3132998</u>

- **If no mediation is held:** Please ensure the Mediation Summary, Mediation Certification and Mailing Certification (Parts 2, 2A & 4) are completed.
- **If no agreement is reached:** please ensure the Attending Parties, Mediation Summary, Mediator Certification and Mailing Certification (Parts 1, 2, 2A & 4) are completed.
- **If an agreement is reached by the parties:** please ensure all applicable parts of this form are attached.

PART 2: MEDIATION SUMMARY (Please check all that apply)

- ☒ A Foreclosure Mediation was held on: November 9, 2011 at 1:00 PM
- ☐ A Foreclosure Mediation was **not** held (Explain): _____
- ☐ Parties came to an agreement prior to mediation (Explain): _____

The Mediator files the following report of the mediation (please check all that apply):

- ☐ The parties resolved this matter. If this box is marked, please complete **PART 3: MEDIATION AGREEMENT**.
- ☒ The parties participated but were unable to agree to a loan modification or make other arrangements.
- ☐ Lender (Beneficiary or designated representative) failed to attend the mediation.
- ☒ Lender (Beneficiary or designated representative) failed to bring to the mediation each document required. Please specify which document(s) were not provided: No notarized statement provided for endorsement of the note.
Lender provided two assignments for the mediation the first dated 11/17/04, assignor - UBS Mortgage LLC to Wells Fargo Bank N.A. and the second dated 7/28/11, assignor - Wells Fargo Bank N.A. / Lender attorney stated all assignments had been provided. (Page 2 Continued- attached)
- ☐ Lender (Beneficiary or designated representative) did not have the authority to fully negotiate and modify the loan.
- ☐ Lender (Beneficiary or designated representative) failed to participate in good faith.
Please explain: _____
- ☐ Homeowner (grantor or person who holds the title of record) failed to attend the mediation.
- ☐ Homeowner (grantor or person who holds the title of record) failed to bring to the mediation each document required. Please specify which document(s) were not provided: _____
- ☐ Homeowner (grantor or person who holds the title of record) failed to participate in good faith. Please explain: _____
- ☐ Other: _____

Radow Mediation
Mediator Statement

Page 2 Continued

Beneficiary –

US Bank National Association, as successor Trustee to Wachovia Bank, NA, as Trustee for WFASC 2005-AR13 by its attorney in fact Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage Inc.

Part 2:

Lender (Beneficiary or designated representative) failed to bring to the mediation each document required. Continued from page 2...

Homeowner brought to the mediation an assignment received prior to the mediation (assignment is attached). This assignment was not supplied to the mediator by the lender. This assignment assigns the same interest as was assigned in the second assignment provided by the lender to mediator.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
Wells Fargo Home Mortgage Inc.
3476 Sunrise Boulevard, MAC 43760-018
Fon 602.50.79715

T & B 813 / 11-70644
APN 947-477-48

CORPORATION ASSIGNMENT OF DEED OF TRUST

For Value Received, Wells Fargo Bank, N.A. hereby grants, assigns and transfers to 1ST Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association as Trustee for Wells Fargo Asset Services Corporation, Mortgage Pass-Through Certificate, Series 2005-ART all beneficial interest under then version Deed of Trust dated 11/15/2004 executed by Kelly L. Radow and Marc E. Radow, husband and wife as joint tenants (Trust), to United Title of Nevada (Trustee) and retained to 11/25/2004 to DOC # 2322994 in Washoe County, NV describing the land therein.

AS PER DEED OF TRUST MENTIONED ABOVE.

Together with the Name or Names herein described or referred to, the Realty Act and to become due interest with interest, and all rights attached to or to derive under said Deed of Trust.

Date: June 24, 2010

Wells Fargo Bank, N.A.

By: Michael Sulej
VP Loan Documentation

STATE OF MICHIGAN
COUNTY OF ELMHURST

On June 24, 2010, before me, Michael Sulej, a Notary Public for said State, personally appeared Michael Sulej, personally known to me (or present to me on the basis of satisfactory evidence) to be the VP Loan Documentation for Wells Fargo Bank, N.A. 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.

WITNESS my hand and official seal.

Signature: Michael Sulej



21. Person Filing:

None. If the filer is not an individual, list the name and federal agency or identification number of any person (and to which the filer is an employer, has been responsible for completing at any time) within six copies immediately preceding the completion of the cap.

NAME OF PERSON FILING

TAXPAYER IDENTIFICATION NUMBER (if any)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the records contained in the foregoing statement of financial affairs and any attachments thereto, and that they are true and correct.

Date: June 2, 2010

Signature: MARC E. RADOW
MARC E. RADOW
Debtor

Penalty for making a false statement: Fine of up to \$100,000 or imprisonment for up to 5 years, or both, 18 U.S.C. § 152 (a)(1)(A).

Exhibit 8

US Form 101 (07)

United States Bankruptcy Court
District of Nevada

In re: MARC E. RADOW

Debtor

Case No. 10-52176

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

PART A - Debts secured by property of the estate. (Part A must be fully completed for EACH debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1	
Creditor's Name: BAC HOME LOANS SERVICE	Describe Property Securing Debt: 2543 MACY COURT, CARSON CITY, NV
Property will be checked with: <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained If retaining the property, I intend to check at least one: <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other: Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f))	
Property is (check one): <input type="checkbox"/> Claimed as Exempt <input checked="" type="checkbox"/> Not claimed as exempt	
Property No. 2	
Creditor's Name: BB&T BANK	Describe Property Securing Debt: 15236 WEDGE PARKWAY, RENO NV HELD IN WIFE'S NAME ONLY MONTHLY RENTAL INCOME = \$1,300; MORTGAGE PAYMENT AND OVERHEAD = \$1,800
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained If retaining the property, I intend to check at least one: <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other: Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f))	
Property is (check one): <input type="checkbox"/> Claimed as Exempt <input checked="" type="checkbox"/> Not claimed as exempt	

See instructions Form 101 (07)

In re: MARC E. RADOW

Debtor

Case No. 10-52176

SCHEDULE A - REAL PROPERTY

List all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-owner, co-tenant, partner, or joint tenant, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property, by placing an "H," "W," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule C: Executory Contracts and Unexpired Leases.

If the debtor claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D: If no claim is made to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint debtor is listed, state the amount of any exemption claimed in the property only in Schedule F: Property Claimed as Exempt.

Description and Location of Property	Name of Debtor(s) Resident on Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, net of any Secured Claim or Lien	Amount of Secured Claim
Location: 1920 JCT LAKE ROAD, Reno NV 89511	Fee simple	C	\$68,000.00	\$68,294.00
15236 WEDGE PARKWAY, RENO NV HELD IN WIFE'S NAME ONLY MONTHLY RENTAL INCOME = \$1,300; MORTGAGE PAYMENT AND OVERHEAD = \$1,800	COMMUNITY PROPERTY INTEREST	C	\$1,200.00	\$18,000.00
3343 MACY COURT, CARSON CITY, NV	Fee simple	C	\$70,000.00	\$81,600.00

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

PART 2A: MEDIATOR CERTIFICATION

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate of the proceedings as required by NRS Chapter 107.

DATED this 17 day of November, 2011

Mediator Signature: _____



Print Name: _____

Liz Gonzalez

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

PART 4: MAILING CERTIFICATION

I hereby certify that I served the foregoing Mediator Statement on the 17 day of November, 2011, by placing true and correct copies thereof in the U.S. mail, postage prepaid, addressed to the following:

Homeowner (Grantor):

Kelley and Marc Radow _____
1900 Joy Lake Road _____
Reno, NV 89511 _____

Homeowner's Attorney/Representative:

Trustee:

National Default Servicing Corporation _____
Mediation Department _____
7720 N. 16th Street, Suite 300 _____
Phoenix, AZ 85020 _____

Trustee's Attorney/ Representative:

Lender (Beneficiary):

Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc.
f/k/a / Norwest Mortgage Inc.
3476 Stateview Blvd.
MAC # X7801-013
Ft. Mill SC 29715

Lender's Attorney/Representative:

Other:

Other:

Signature: _____

Print Name: Liz Gonzalez

Title: Mediator

Exhibit 4

Exhibit 4

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS

ROBIN SWEET
Director and
State Court Administrator



SCOTT SOSEBEE
Deputy Director
Information Technology

VERISE V. CAMPBELL
Deputy Director
Foreclosure Mediation

Kelley Radow
1900 Joy Lake Rd
Reno, NV 89511
APN: 047-072-03

June 26, 2013

IMPORTANT NOTICE

Enclosed please find a copy of the Mediator Statement detailing the outcome of your recent mediation. Pursuant to NRS 107.086, the State of Nevada Foreclosure Mediation Program (FMP)

- ☒ **WILL NOT ISSUE** a Certificate of Foreclosure
☐ **WILL ISSUE** a Certificate of Foreclosure on or about

for the property located at: **1900 Joy Lake Rd, Reno, NV 89511**

A Certificate allows the beneficiary to proceed with foreclosure. If you participated in mediation, you have the right to file a Petition for Judicial Review (PJR) within 30 days of receiving the Mediator's Statement (NRS 107; FMP Rule 21) with the District Court in the county where the Notice of Default was properly recorded. The District Court Clerk in your jurisdiction can provide further information about the PJR process. In addition, information about the PRJ process can be found at <http://foreclosure.nevadajudiciary.us>.

If you waived participation in mediation, or failed to respond to the Notice of Default, other legal remedies may be available to you. Legal aid and consumer counseling resources are available to eligible homeowners and can be found at <http://www.homeagainnevada.gov> or by calling Home Again Nevada at 1-855-457-4638.

Additional copies of these documents can be obtained, upon written request of the parties. There is a cost of \$1 per page for all copies. If you have questions about this letter, please contact the FMP at (702) 486-9386 in southern Nevada, (775) 687-9816 in northern Nevada, or (888) 421-3004 in rural Nevada.

Sincerely,

A handwritten signature in dark ink, appearing to read "Verise V. Campbell".

Verise V. Campbell

Supreme Court Building ♦ 201 South Carson Street, Suite 250 ♦ Carson City, Nevada 89701 ♦ (775) 684-1700 ♦ Fax (775) 684-1723

Regional Justice Center ♦ 200 Lewis Avenue, 17th floor ♦ Las Vegas, Nevada 89101

Docket # 68729
2013 Doc # 43191

RECEIVED
JUN 13 2013
STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

RECEIVED
APR 29 2013
STATE OF NEVADA
FORECLOSURE MEDIATION

Assessor Parcel Number (APN) <u>047-072-03</u>		TS # <u>11-41203-WF-NV</u>
RADOW	MARC	Loan # <u>0141019098</u>
Homeowner's Last Name RADOW	Homeowner's First Name KELLEY	DoT Doc # <u>3132996</u>
Co-Owner's Last Name <u>1900 JOY LAKE ROAD, RENO, NV 89511</u>	Co-Owner's First Name	Book # _____ Page # _____
Property Address		Inst # _____
NATIONAL DEFAULT SERVICING CORP.	UBS MORTGAGE LLC	County <u>WASHOE</u>
Trustee	Beneficiary	

- If no mediation is held: Please ensure the following are completed:
 - PART 2A: SUMMARY
 - PART 2F: MEDIATOR CERTIFICATION and
 - PART 4: MAILING CERTIFICATION
- If a mediation is held and no agreement is reached: please ensure the following are completed:
 - PART 1: SIGN-IN SHEET
 - PART 2A: SUMMARY
 - PART 2B: DISPOSITION
 - PART 2C: HOMEOWNER PARTICIPATION (if applicable)
 - PART 2D: LENDER PARTICIPATION (if applicable)
 - PART 2E: RECOMMENDATIONS FOR SANCTIONS (if applicable)
 - PART 2F: MEDIATOR CERTIFICATION and
 - PART 4: MAILING CERTIFICATION
- If an agreement is reached by the parties: please ensure all applicable parts of this form are completed, including all sections indicated directly above, as well as PART 3: AGREEMENT (Sections A-G).

PART 2A: SUMMARY (In this section in its entirety (PART 2A-G) the mediator will document the applicable outcomes of the mediation. All appropriate boxes should be checked in this section.)

- ☐ A Document Conference was held on _____ . (Attach Completed Document List)
- ☒ A Foreclosure Mediation was held on APRIL 11, 2013
- ☐ A Foreclosure Mediation was not held (Check All That Apply):
- ☐ Homeowner requested to withdraw from mediation
 - ☐ Homeowner in active bankruptcy
- ☐ Parties resolved prior to mediation (Complete Part 3: AGREEMENT SECTION G)

PART 2B: DISPOSITION (MEDIATOR MUST CHECK ONE BOX BELOW)

- ☒ The parties were unable to agree to a loan modification or make other arrangements.
- ☐ The parties resolved this matter. If marked, also complete **PART 3: MEDIATION AGREEMENT**.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

PART 2C: HOMEOWNER (GRANTOR) PARTICIPATION

- ☐ Homeowner (Grantor) failed to attend the mediation.
- ☐ Homeowner (Grantor) failed to exchange required documents.

COMMENTS

PART 2D: BENEFICIARY (LENDER) PARTICIPATION

*If any item is checked below, the mediator hereby recommend sanctions.
(Determine specific sanction recommendations with particularity in Part 2E).*

- ☐ Beneficiary (Lender) failed to attend the mediation.
- ☒ Beneficiary (Lender) failed to demonstrate authority, or provide access to a person with authority, to negotiate a loan modification.
- ☒ Beneficiary (Lender) failed to participate in good faith.

Beneficiary (Lender) failed to bring to mediation each document required (Check All Missing or Incomplete Documents):

- ☐ An original or certified copy of the mortgage note, or judicial order pursuant to NRS 104.3309.
- ☒ A certification with an original signature of each endorsement and/or assignment of the mortgage note, or judicial order pursuant to NRS 104.3309.
- ☐ An original or certified copy of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
- ☒ A certification with an original signature of each assignment of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
- ☐ Appraisal or Broker Price Opinion (BPO) in accordance with NRS 645.2515 dated not more than 60 days prior to the date of the scheduled mediation.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

PART 2E: SPECIFIC RECOMMENDATION(S) FOR SANCTIONS (In this section mediators will state with particularity the lender's (beneficiary's) conduct and specific reason(s) for recommending sanctions.)

On March 29, 2011, U.S. Bank National Association (USB) filed a Motion For Relief From Automatic Stay. See Exhibit 12. In that motion USB claimed to be the holder of the Radow note and deed of trust. The Affidavit submitted with the notice of default which lead to this mediation, claimed the holder of the Radow's note and deed of trust was U.S. Bank National Association (USB). Exhibit 5. At the Mediation "wet" documents were presented that claimed Wells Fargo Bank NA was the holder of the Radow's note and deed of trust. Exhibits 7, 8, and 9. None of the "wet" documents showed an assignment of the note and deed of trust to Wells Fargo since the bankruptcy motion (Exhibit 12) and the Affidavit (Exhibit 5). Therefore, whoever owns the Radow's note and deed of trust did not provide the proper documents and misrepresented who owned the note and deed of trust.

At this Mediation, the representatives of the Beneficiary refused to negotiate. They attempted to excuse this refusal by claiming they had not gotten all of the requested profit and loss statements for the Radow's JAGR Capital Management LLC.. In an exchange of e-mails just before the Mediation, Radow pointed out why a P&L for 2013 could not be created and provided the 2012 P&L. In response the Lender stated he could bring the underlying documents to the mediation to satisfy the request for the information about JAGR. However, at the Mediation, the production of the underlying documents was suddenly not satisfactory. The Lender refused to negotiate even though the Radow's made an offer for a modification. The Lenders conduct of refusing to negotiate demonstrated bad faith.

Therefore, it is recommended that Wells Fargo Bank, N.A. and its attorneys, Tiffany and Bosco, and Haley Abel be sanctioned \$50,000.

See attached exhibits and Mediator's Statement with full description of what documents support this conclusion.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

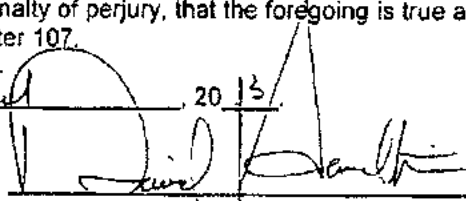
PART 2F: MEDIATOR CERTIFICATION

Redaw APN 047-072-03

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate of the proceedings as required by NRS Chapter 107.

DATED this 24 day of April, 2013.

Mediator Signature:



Print Name:

David Hamilton

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

PART 1: SIGN-IN SHEET		DATE: APRIL 11, 2013	APN: 047-072-03
<u>Mediator:</u>	Name: DAVID HAMILTON		
	Print		
	Contact Info.: dwhamilton@sbcglobal.net	775-786-5585	
	Email	Telephone #	
<u>Homeowner(s) (Grantor):</u>	Name: MARC RADOW	<i>Marc Radow</i> Signature	
	Print		
	Contact Info.: marc@radow.net	775-745-7520	
	Email	Telephone #	
	Participated: <input checked="" type="checkbox"/> In Person	<input type="checkbox"/> By Telephone	
<u>Homeowner(s) (Grantor):</u>	Name: KELLEY RADOW	<i>Kelley Radow</i> Signature	
	Print		
	Contact Info.: kelly@radow.net	775-745-7920	
	Email	Telephone #	
	Participated: <input checked="" type="checkbox"/> In Person	<input type="checkbox"/> By Telephone	
<u>Homeowner Atty. or Rep:</u>	Name:		
	Print	Signature	
	Contact Info.:		
	Email	Telephone #	
NV Bar/NRS 645F License #	Participated: <input type="checkbox"/> In Person	<input type="checkbox"/> By Telephone	
<u>Lender (Person With Authority):</u>	Name: UBS MORTGAGE LLC	<i>Yecel Florea</i> Signature	
	Print		
	Contact Info.:	1-800-678-7986	
	Email	Telephone #	
	Participated: <input type="checkbox"/> In Person	<input checked="" type="checkbox"/> By Telephone	
<u>Lender Atty. or Rep:</u>	Name: C. Hilley Abel, Esq.	<i>C. Hilley Abel, Esq.</i> Signature	
	Print		
12172	Contact Info.: HilleyAbel@lawpractice.com	775-828-2346	
NV Bar/NRS 645F License #	Email	Telephone #	
	Participated: <input checked="" type="checkbox"/> In Person	<input type="checkbox"/> By Telephone	
<u>Other:</u>	Name:		
	Print	Signature	
	Contact Info.:		
	Email	Telephone #	
	Participated: <input type="checkbox"/> In Person	<input type="checkbox"/> By Telephone	

If needed, a separate sheet may be utilized for additional attendees.

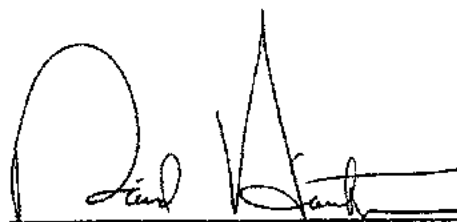
The attending parties are signing this sheet only to memorialize their presence at the mediation. If an agreement is reached, the parties will be requested by the mediator to execute the agreement section of this Mediator Statement, which will outline the basic terms agreed upon at mediation. Neither the mediator nor the mediation administrator may be compelled to testify in any subsequent proceedings regarding the contents of an agreement.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

PART 4: MAILING/EMAIL/HAND DELIVERY CERTIFICATION (CHECK ONE BOX BELOW TO INDICATE METHOD OF DELIVERY)

I hereby certify that I delivered this Mediator Statement on the 24th day of APRIL, 2013, by delivering true and correct copies, addressed to the Foreclosure Mediation Program (FMP), by
☒ U.S. Mail, postage prepaid, or ☐ Hand Delivery:

Foreclosure Mediation Program
200 Lewis Avenue, 17th Floor
Las Vegas, NV 89101

Signature: 
Print Name: DAVID HAMILTON
Title: MEDIATOR

PART 2E: SPECIFIC RECOMMENDATION(S) FOR SANCTIONS

A. The Lender Wrongfully Refused To Negotiate.

The representatives of the Beneficiary refused to negotiate and act in good faith during the mediation. They attempted to create an excuse for their forbidden behavior by claiming the homeowners (Radow's) failed to provide all of the requested information regarding JAGR Capital Management LLC. JAGR is a flow through single member LLC subject to the "wash sales" rule. The "wash sales" rule prohibits an investor from claiming a capital loss for tax purposes if the investment in which the loss originated is repurchased within thirty days. This requires someone to examine the trades for "wash sales" from December 2011 through January of 2013 to ascertain what the Internal Revenue Service would tax for the 2012 year. A P&L could not be done for 2013 because the results would be subject to change for any wash sales in the next thirty days of 2013 which would occur after the Mediation.

On April 9, 2013, Radow sent to the Lender an e-mail with an attachment which shows that for 2012, JAGR had gains for the trades it made of \$12,233.16. **See Exhibits 1, 2, and 3 containing the following string of e-mails with attachments between Radow and Lender.** Radow further explains:

I'm reaching to provide to you and whomever your corresponding with who is reviewing these documents information you request. In light of your persistence, the only report that is available for JAGR in terms of a P&L is attached, but I don't understand how this is useful or beyond the TD Statement that was previously submitted to you. However, it is not possible to generate any such report for 2013 until 2012 is reconciled with the 1099, k-1's received, and wash sales accounted for. 2013 records can not be started until this is completed and will not be available in the immediate or near future. The address for JAGR is: 2510 Warren Ave., Cheyenne, WY 82001.¹

The Lender responded to Radow on April 10, 2013:

I reviewed the document the borrower submitted. I need a profit and loss statement for January-December 2012 and January-March 2013. Borrower can use the forms he submitted to create a P&L. He can speak to his accountant and have them do it for him or he can do it himself.² I will not be able to review the file without this income. **Please ask the borrower to submit documents today or bring them to mediation**

¹The Lender had questioned whether JAGR Capital Management LLC, a Wyoming LLC, even existed because a LLC with a similar name had been revoked by the Nevada Secretary of State.

²The Lender expected Radow's accountant to drop everything five days before **April 15** and prepare the required documents. I find this "request" very unreasonable.

tomorrow...

Radow replied later on April 10, 2013:

It is unclear what you / the person your communicating with is asking for. The document I sent to you yesterday titled; '2012 JAGR P&L TL' is from January through December 2012. IT IS NOT POSSIBLE TO GENERATE A REPORT OR START A FILE FOR 2013 UNTIL 2012 IS CLOSED! So the request for 'January-December 2012' is already in your possession and a 'January-March 2013' is impossible to generate in the same format.

As an alternative, I just received the March statement for this account, so you / whomever you're corresponding with can ascertain whatever you're looking for therein and I'll be happy to answer any question you may have at the mediation or in advance thereof concerning these.

Attached to this e-mail sent by Radow was the TD Ameritrade Statement for March 2013. Included in the statement was year to date, indicating the cost basis of the portfolio was \$40,809.39, unrealized gains of \$36,371.62, unrealized losses of \$16,020.90, funds disbursed \$400.00 and income of \$451.97.

In accordance with the Lender's instructions in Exhibit 2, Radow brought the documents he used for the 2012 P&L for JAGR (TD Ameritrade Statements) to the Mediation. The lender refused to consider the "documents" and demanded a profit and loss statement signed by Radow. This demand was made in a manner that would indicate that the Lender might want to have these profit and loss statements to submit to the authorities for a prosecution. The Lender also refused to accept a handwritten profit and loss statement for 2013 based on the TD Ameritrade Statements which Radow sent to the Lender and brought to the Mediation.

At this point the Mediator suggested a continuance. The Lender refused to consent to the continuance. The FMR's were checked and a continuance cannot be made over the Lender's objection.

Next, Radow made the Lender an offer to modify the current loan. The modification would have a note with a principal balance of \$350,000 at three percent interest with monthly payments of principal and interest for thirty years. The Lender refused to consider this offer and refused to make a counter offer. It was pointed out to the Lenders representative in attendance that she had to have the authority to modify the loan. In fact, the representatives certificate of authority claimed she had such authority. She refused to negotiate or consider the Radows's offer. At this point the Lenders representative left the mediation stating there was no more to discuss. The Mediation continued with just the Radows. The Lenders documents were discussed. The Radow's provided documents which called into question the validity of the wet documents the Lender presented at the mediation. See section C below. The Lenders representatives acted as though the mediation was a very contentious trial which they were determined to win rather than an attempt to reach common ground to solve a problem.

B. The Lender Violated Foreclosure Mediation Rules.

(1) The Lender did not request that its representative be allowed to attend by telephone as

required by FMR 10(1)(a).

(2) The BPO was not supplied timely.

(3) The declaration of authority required by FMR 11(7)(c) was deficient in that the Declaration of Wells Fargo Home Mortgage (not Wells Fargo Bank N.A.) attempts to designate "any lawyer from Tiffany & Bosco, NV..." "as its representative for the mediation with power and authority to modify the terms of the current loan documents under certain restrictions and guideline given said firm." See Exhibit 4. Haley Abel attended the mediation as the representative for the Lender. Ms. Abel admitted she was not an employee of Tiffany & Bosco, NV. Instead, she is a "contract attorney." Also, the FMR's do not allow the attending representative to have limited or restricted authority.

(4) According to the Affidavit Of Authority In Support Of Notice Of Default And Election To Sell, filed with the Washoe County Recorder, the "full name and address of the current holder of the Note secured by the Deed Of Trust at issue is U.S. Bank National Association, as trustee, successors in interest to Wachovia Bank, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2005-AR1 c/o Wells Fargo Bank, N.A..." See Exhibit 5. Therefore, the only beneficiaries with authority to delegate the power to modify the loan to its representatives who appeared at the mediation is U.S. Bank National Association or the holders of the Mortgage Pass-Through Certificates Series 2005-AR1. The FMR 11(7)(c) specifically requires that if a third party, Wells Fargo in this case, is to represent the beneficiary, it "must produce the original or certified copy of the agreement, or relevant portion thereof, which authorizes the third party to represent the beneficiary at the mediation and authorizes the third party to negotiate a loan modification on behalf of the beneficiary of the deed of trust." Neither the original nor a certified copy of such agreement was produced before or at the mediation.

The "representative" of the Lender who appeared at this Mediation, Haley Abel, also appeared at a prior mediation of the Radow's loan on November 9, 2011. See Exhibit 6. At that mediation Ms. Abel presented two assignments of the Radow's Deed Of Trust (pages 2, 3, and 4 of Exhibit 6). With these documents Ms. Abel and the Lender represented that the Beneficiary was U.S. Bank, NA. At this mediation, Ms. Abel and the Lender claimed and presented documents stating wells Fargo Bank, NA was the beneficiary, yet no assignments were presented moving the note and deed of trust to Wells Fargo Bank, NA between the two mediation's. This misrepresentation is a violation of the Rules of Professional Conduct 3.3(a)(1).

C. The Required Documents.³

(1) The Deed Of Trust

At this Mediation, the following "certified" documents were produced:

³The certifications and documents were presented so that the certifications were not attached to the documents to which they certified. Also, the Broker's Price Opinion was mixed up in the certifications.

(a) According to the authenticated Deed Of Trust, the original lender and beneficiary was USB Mortgage LLC (USB). See Exhibit 7.

(b) An Assignment Of The Deed Of Trust was presented which assigned the Deed Of Trust and the Adjustable Rate Rider from USB to Wells Fargo Bank NA. This assignment is dated November 17, 2004, the date the loan originated. See Exhibit 8.

Therefore, according to the "wet" documents produced at the mediation by the lender, the current holder of the Deed Of Trust is Wells Fargo Bank NA.

(2) The Note.

At the Mediation, the following "certified" documents were produced:

(a) A copy of the Adjustable Rate Note indicated it was payable to USB. On page 4 of 4 there were affixed two rubber stamp endorsements, neither of which is dated. See Exhibit 9. The one on the left assigns the note to Wells Fargo Bank NA from USB. The right one also assigns the note (without recourse) to Wells Fargo Bank NA but does not describe who the assignor was. The certifications provided do not have either of these assignments of the Note attached to them as required by FMR 11(8)(d) nor were any of the certifications attached to document certified as required by FMR 11(8)(c). See Exhibit 10.

There is no assignment or authentication of the Adjustable Rate Rider sent with the documents. The Adjustable Rate Rider states it is "deemed to amend and supplement the Mortgage, Deed Of Trust or Security Deed." See Exhibit 7.

Therefore, according to the "wet" certifications delivered at the mediation by the Lender, the current holder and possessor of the Adjustable Rate Note and the Deed Of Trust is Wells Fargo Bank NA. However, other documents presented indicate the current holder of the note and deed of trust is USB.

(3) The Affidavit Filed With The Notice Of Default.

The certified "wet" documents contradict the Affidavit Of Authority In Support Of Notice Of Default And Election To Sell. It states that, as of November 19, 2012, the current beneficiary of both the Note and Deed Of Trust is "U.S. Bank National Association, as trustee, successors in interest to Wachovia Bank, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2005-AR1 c/o Wells Fargo Bank, N.A..." See Exhibit 5. The same information is also set forth in the Nevada Mediation Form provided to the Mediator. See Exhibit 11.

Therefore, there should be assignments of the Note and Deed Of Trust to Wachovia Bank from Wells Fargo Bank, NA followed by assignments from Wachovia Bank to Wells Fargo Bank, NA and then from Wells Fargo Bank, NA to USB, if the statement quoted above from the affidavit filed with the latest notice of default, (see Exhibit 5) is true. No such assignments were presented.

(4) The Lift Stay Motion Filed In Radow Bankruptcy Court.

It gets worse. On March 29, 2011, a Motion For Relief From Automatic Stay (Motion) was

filed in Marc Radow's bankruptcy by USB. See Exhibit 12.⁴ U.S. Bank National Association as Trustee for WFASC 2005-AR11 claimed to own the Radow's Note. The Lift Stay Motion was filed by Tiffany & Bosco. Tiffany & Bosco, claimed to represent the Lender, USB, in the first mediation. See Exhibit 6. Yet at this mediation, the "contract attorney" from Tiffany & Bosco presented "wet" certified documents which show the Radow's Note is owned by Wells Fargo Bank NA. This is impossible because there are no assignments assigning the Radow's Note from USB to Wells Fargo Bank, NA between the March 29, 2011 bankruptcy filing and the April 14, 2013 foreclosure mediation. At one of these times, Tiffany & Bosco presented false information.

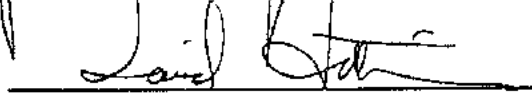
Attached to the Motion is a copy of an unrecorded Corporation Assignment Of Deed Of Trust conveying the Radow's Deed Of Trust from Wells Fargo Bank, NA to U.S. Bank National Association, as Trustee, for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2005-AR1. (See pages 31-32 of Exhibit 12) This assignment is dated March 24, 2011. One wonders why the Deed Of Trust assigned to Well Fargo Bank, NA in 2004 needed to be assigned again unless there were undisclosed assignments in the interim.

It should be noted neither rubber stamp assignments on Exhibit 9 were on the note presented to the bankruptcy court (see page 30 of 35 of Exhibit 12).

D. Documents Presented At The Prior Mediation.

There was a prior Foreclosure Mediation for the Radow's where "wet" certified documents were presented. In this prior mediation, an employee of Wells Fargo Home Mortgage certified the documents and claimed actual possession of them. At this mediation on April 14, 2013, the "wet" documents were certified by an employee of Wells Fargo Bank, NA, who also claimed actual possession of the documents. Presented at the prior Mediation was another assignment of the deed of trust through the use of a rubber stamp. See Exhibit 13. The rubber stamp assigns the deed of trust from USB Mortgage LLC to Wells Fargo Bank, NA. This assignment was undated. It is strange why the assignment of the deed of trust was presented because it had been assigned in 2004. This assignment by rubber stamp of the deed of trust was not presented with the "wet" documents at the April 14, 2013 mediation.

Also presented at the prior mediation was yet another assignment of the Deed Of Trust. See Exhibit 14. This Assignment of the Deed Of Trust was dated July 28, 2011 and assigned Wells Fargo Bank, NA's interests to U.S. Bank National Association. This Assignment was certified by an employee of National Default Servicing Corp. who claimed she had the original of this Assignment in her possession. So in total, the Lender has presented four (4) assignments of the Radow's Deed Of Trust, none of them to USB.



DAVID HAMILTON, MEDIATOR

⁴Some pages of this Exhibit 12 are intentionally removed as they have no bearing on the issues in this mediation.

EXHIBIT 1

EXHIBIT 1

1492

State of Nevada Foreclosure Mediation Program
200 Lewis Avenue, 17th Floor
Las Vegas, NV 89101

Marc Radow
1900 Joy Lake Rd
Reno, NV 89511

Page 1 of 1

Exhibit 5

Exhibit 5

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS

ROBIN SWEET
Director and
State Court Administrator

JOHN MCCORMICK
Assistant Court Administrator
Judicial Programs and Services

Kelley Radow
1900 Joy Lake Rd
Reno, NV 89511
APN: 047-072-03



SCOTT SOSEBEE
Deputy Director
Information Technology

VERISE V. CAMPBELL
Deputy Director
Foreclosure Mediation

February 6, 2014

IMPORTANT NOTICE

Enclosed please find a copy of the Mediator Statement detailing the outcome of your recent mediation. Pursuant to NRS 107.086, the State of Nevada Foreclosure Mediation Program (FMP)

- ☒ **WILL NOT ISSUE** a Certificate of Foreclosure
☐ **WILL ISSUE** a Certificate of Foreclosure **on or about**

for the property located at: **1900 Joy Lake Rd, Reno, NV 89511**

A Certificate allows the beneficiary to proceed with foreclosure. If you participated in mediation, you have the right to file a Petition for Judicial Review (PJR) within 30 days of receiving the Mediator's Statement (NRS 107; FMP Rule 21) with the District Court in the county where the Notice of Default was properly recorded. The District Court Clerk in your jurisdiction can provide further information about the PJR process. In addition, information about the PJR process can be found at <http://foreclosure.nevadajudiciary.us>.

If you waived participation in mediation, or failed to respond to the Notice of Default, other legal remedies may be available to you. Legal aid and consumer counseling resources are available to eligible homeowners and can be found at <http://www.homeagainnevada.gov> or by calling Home Again Nevada at 1-855-457-4638.

Additional copies of these documents can be obtained, upon written request of the parties. There is a cost of \$1 per page for all copies. If you have questions about this letter, please contact the FMP at (702) 486-9380 in southern Nevada, (775) 687-9816 in northern Nevada, or (888) 421-3004 in rural Nevada.

Sincerely,

A handwritten signature in blue ink, appearing to read "Verise V. Campbell".

Verise V. Campbell

Supreme Court Building ♦ 201 South Carson Street, Suite 250 ♦ Carson City, Nevada 89701 ♦ (775) 684-1700 ♦ Fax (775) 684-1723

Regional Justice Center ♦ 200 Lewis Avenue, 17th floor ♦ Las Vegas, Nevada 89101

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS

ROBIN SWEET
Director and
State Court Administrator

JOHN MCCORMICK
Assistant Court Administrator
Judicial Programs and Services



SCOTT SOSEBEE
Deputy Director
Information Technology

VERISE V. CAMPBELL
Deputy Director
Foreclosure Mediation

Supreme Court Building ♦ 201 South Carson Street, Suite 250 ♦ Carson City, Nevada 89701 ♦ (775) 684-1700 • Fax (775) 684-1723

Regional Justice Center ♦ 200 Lewis Avenue, 17th floor ♦ Las Vegas, Nevada 89101

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

PART 1: SIGN-IN SHEET DATE: JANUARY 30, 2014 APN: 047-072-03

<u>Mediator:</u>	Name: <u>WAYNE CHIMARUSTI</u> <small>Print</small> Contact Info.: <u>WCSesg@sbcglobal.net (775) 885-9066</u> <small>Email</small> <small>Telephone #</small>
<u>Homeowner(s) (Grantor):</u>	Name: <u>KELLEY RADOW</u> <u>Kelley Radow</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>kelly@radow.net (775) 745-7920</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<u>Homeowner(s) (Grantor):</u>	Name: <u>MARC RADOW</u> <u>Marc Radow</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>marc@radow.net (775) 745-7520</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<u>Homeowner Atty. or Rep:</u>	Name: _____ <small>Print</small> <small>Signature</small> Contact Info.: _____ <small>Email</small> <small>Telephone #</small> Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<u>NV Bar/NRS 645F License #</u>	Name: _____ <small>Print</small> <small>Signature</small> Contact Info.: _____ <small>Email</small> <small>Telephone #</small> Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<u>Lender (Person With Authority):</u>	Name: <u>Felicita Felio</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>(909) 658-0218</u> <small>Email</small> <small>Telephone #</small> Participated: <input type="checkbox"/> In Person <input checked="" type="checkbox"/> By Telephone
<u>Lender Atty. or Rep:</u>	Name: <u>Rachel Wise</u> <u>R. Wise</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>Rachel@rkbpartners.com (775) 832-6800</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<u>Other:</u>	Name: _____ <small>Print</small> <small>Signature</small> Contact Info.: _____ <small>Email</small> <small>Telephone #</small> Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone

If needed, a separate sheet may be utilized for additional attendees.

The attending parties are signing this sheet only to memorialize their presence at the mediation. If an agreement is reached, the parties will be requested by the mediator to execute the agreement section of this Mediator Statement, which will outline the basic terms agreed upon at mediation. Neither the mediator nor the mediation administrator may be compelled to testify in any subsequent proceedings regarding the contents of an agreement.

STATE OF NEVADA

FORECLOSURE MEDIATION PROGRAM

Docket # 823892014 Doc # 2383

MEDIATION STATEMENT AND AGREEMENT

RECEIVED
FEB - 3 2014STATE OF NEVADA
FORECLOSURE MEDIATION

Assessor Parcel Number (APN) <u>047-072-03</u>	TS # <u>11-41203-WFV</u>
Homeowner's Last Name <u>RADON</u>	Loan # <u>0141049088</u>
Homeowner's First Name <u>KELLEY</u>	DoT Doc # <u>3132996</u>
Co-Owner's Last Name <u>RADON</u>	Book # _____ Page # _____
Co-Owner's First Name <u>MARC</u>	Inst # _____
Property Address <u>1900 JOY LAKE ROAD, RENO, NV 89511</u>	County <u>WASHOE</u>
Trustee <u>NATIONAL DEFAULT SERVICING CORP.</u>	
Beneficiary <u>US NATIONAL US BANK N.A. AS TRUSTEE</u>	

- If no mediation is held: Please ensure the following are completed:
 - PART 2A: SUMMARY
 - PART 2F: MEDIATOR CERTIFICATION and
 - PART 4: MAILING CERTIFICATION
- If a mediation is held and no agreement is reached: please ensure the following are completed:
 - PART 1: SIGN-IN SHEET
 - PART 2A: SUMMARY
 - PART 2B: DISPOSITION
 - PART 2C: HOMEOWNER PARTICIPATION (if applicable)
 - PART 2D: LENDER PARTICIPATION (if applicable)
 - PART 2E: RECOMMENDATIONS FOR SANCTIONS (if applicable)
 - PART 2F: MEDIATOR CERTIFICATION and
 - PART 4: MAILING CERTIFICATION
- If an agreement is reached by the parties: please ensure all applicable parts of this form are completed, including all sections indicated directly above, as well as PART 3: AGREEMENT (Sections A-G).

PART 2A: SUMMARY (In this section in its entirety (PART 2A-G) the mediator will document the applicable outcomes of the mediation. All appropriate boxes should be checked in this section.)

☒ A Document Conference was held on November 15, 2013 (Attach Completed Document List)

☒ A Foreclosure Mediation was held on JANUARY 30, 2014

☐ A Foreclosure Mediation was not held (Check All That Apply):

☐ Homeowner requested to withdraw from mediation

☐ Homeowner in active bankruptcy

☐ Parties resolved prior to mediation (Complete Part 3: AGREEMENT SECTION G)

PART 2B: DISPOSITION (MEDIATOR MUST CHECK ONE BOX BELOW)

☒ The parties were unable to agree to a loan modification or make other arrangements.

☐ The parties resolved this matter. If marked, also complete **PART 3: MEDIATION AGREEMENT**.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

PART 2C: HOMEOWNER (GRANTOR) PARTICIPATION

- ☐ Homeowner (Grantor) failed to attend the mediation.
- ☐ Homeowner (Grantor) failed to exchange required documents.

COMMENTS

PART 2D: BENEFICIARY (LENDER) PARTICIPATION

*If any item is checked below, the mediator hereby recommends sanctions.
(Determine specific sanction recommendations with particularity in Part 2E).*

- ☐ Beneficiary (Lender) failed to attend the mediation.
- ☐ Beneficiary (Lender) failed to demonstrate authority, or provide access to a person with authority, to negotiate a loan modification.
- ☐ Beneficiary (Lender) failed to participate in good faith.

Beneficiary (Lender) failed to bring to mediation each document required (Check All Missing or Incomplete Documents):

- ☐ An original or certified copy of the mortgage note, or judicial order pursuant to NRS 104.3309.
- ☐ A certification with an original signature of each endorsement and/or assignment of the mortgage note, or judicial order pursuant to NRS 104.3309.
- ☐ An original or certified copy of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
- ☒ A certification with an original signature of each assignment of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
- ☐ Appraisal or Broker Price Opinion (BPO) in accordance with NRS 645.2515 dated not more than 60 days prior to the date of the scheduled mediation.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

PART 2E: SPECIFIC RECOMMENDATION(S) FOR SANCTIONS (In this section mediators will state with particularity the lender's (beneficiary's) conduct and specific reason(s) for recommending sanctions.)

The servicer's officer certified she had possession of a copy of the corporate assignment dated July 28, 2011, recorded July 24, 2011, that had been certified by the county recorder, rather than having possession of original assignment as required by FMP Rule 11(7)(a).

The homeowners produced an unrecorded copy of the corporate assignment dated March 24, 2011. This March 24, 2011, document has the same assignor, assignee, and subject matter as the July 28, 2011, corporate assignment. The only differences are a corrected NDSC number, a spelling correction, different bank officer and different notary. To the mediator the July 24, 2012, corporate assignment appears to be a corrected copy of the March 24, 2011, assignment, and not a different transaction.

The servicer failed to provide homeowner with a certified copy of the limited power of attorney ten days before the mediation as required by FMP Rule 11(7)(c). A non-certified copy was provided to the mediator.

The homeowners produced an August 16, 2013, letter from the servicer stating that the loan is in a "mortgaged-backed security pool" that does not allow permanent changes to the original loan documents, and that therefore the loan terms cannot be altered under HAMP. The servicer did state that there were possible various workout options. The homeowners contend this is evidence of bad faith. The mediator is not aware of any statute, rule, or case law that mandates the lender modify the terms of the original loan documents.

Recommend certificate should not issue due to the servicer's non-compliance with FMP Rule 11(7)(a) and 11(7)(c).

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

PART 2F: MEDIATOR CERTIFICATION

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate of the proceedings as required by NRS Chapter 107.

DATED this 31st day of January, 2014.

Mediator Signature: _____

Print Name: _____

WAYNE CHIMARUSTI

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

MEDIATION STATEMENT AND AGREEMENT

All documents and discussions presented during the mediation are confidential except in an action for Judicial Review as set forth in the applicable State of Nevada Foreclosure Mediation Rules and NRS Chapter 107.

PART 3: AGREEMENT (Sections A-G) This section outlines the detailed agreement between the homeowner(s) and the lender. The mediator will complete all sections that apply.

THE PARTIES AGREED TO THE FOLLOWING (Please Choose Either A or B and check all that apply):

A. RETAIN THE HOME

- ☐ 1. Reinstatement
- ☐ 2. Repayment Plan
- ☐ 3. Extension
- ☐ 4. ARM to Fixed Rate
- ☐ 5. Amortization Extended
- ☐ 6. Interest Rate Reduction
- ☐ 7. Principal Forbearance
- ☐ 8. Other Forbearance
- ☐ 9. Principal Reduction
- ☐ 10. Refinance
- ☐ 11. Temporary Modification
Expiration Date: _____
- ☐ 12. Permanent Modification
- ☐ 13. Short payoff: \$ _____
When: _____
Conditions: _____
- ☐ 14. Gov't. Program: _____

B. RELINQUISH THE HOME

- ☐ 1. Deed in Lieu of Foreclosure
- ☐ 2. Voluntary Surrender
- ☐ 3. Cash for Keys \$ _____
- ☐ 4. Gov't. Program: _____
- ☐ 5. Other Forbearance
- ☐ 6. Short Sale
Estimated Short Sale Value: _____
Listed By Date: _____
Listing Period: From _____ to _____
Listing Price: _____
Beneficiary Offer Acceptance By Date: _____
Maximum Escrow Period: _____
- ☐ 7. Waiver of Deficiency: ☐ Yes ☐ No
- ☐ 8. Vacate Date: _____
- ☐ 9. Certificate Date: _____

Comments: _____

C. DETAILS

- ☐ Lender/Beneficiary will report the loan as paid in current status effective as of: _____
- ☐ Treatment of arrearages: _____
- ☐ Waiver of Fees and Penalties: _____
- ☐ Rescind Notice of Default effective as of: _____

D. THE FOLLOWING TERMS REMAIN UNCHANGED (Please check all that apply.)

- ☐ The balance due as shown on beneficiary's books, which is _____
- ☐ The interest rate stated in the original note, which is _____
- ☐ The loan term stated in the original note, which is _____

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

E. LOAN MODIFICATION (Please complete all that apply)

	Temporary Modification	Permanent Modification												
1. Loan Balance	Total loan balance shall be modified to \$ _____ Effective date: _____	Total loan balance shall be modified to: \$ _____ Effective date: _____												
2. Interest Rate	Period 1 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months *	Period 1 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months*												
3. Loan Term	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____												
4. Payment	Resulting Initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____	Resulting Initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____												
5. Fees & Costs	The aforementioned loan balance includes fees & costs for temporary and permanent modifications as follows: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%; text-align: center;">Incurred</th> <th style="width: 50%; text-align: center;">Waived</th> </tr> </thead> <tbody> <tr> <td>Interest \$ _____</td> <td>Interest \$ _____</td> </tr> <tr> <td>Costs \$ _____</td> <td>Costs \$ _____</td> </tr> <tr> <td>Fees \$ _____</td> <td>Fees \$ _____</td> </tr> <tr> <td>Other \$ _____</td> <td>Other \$ _____</td> </tr> <tr> <td>TOTAL: \$ _____</td> <td>TOTAL: \$ _____</td> </tr> </tbody> </table>		Incurred	Waived	Interest \$ _____	Interest \$ _____	Costs \$ _____	Costs \$ _____	Fees \$ _____	Fees \$ _____	Other \$ _____	Other \$ _____	TOTAL: \$ _____	TOTAL: \$ _____
Incurred	Waived													
Interest \$ _____	Interest \$ _____													
Costs \$ _____	Costs \$ _____													
Fees \$ _____	Fees \$ _____													
Other \$ _____	Other \$ _____													
TOTAL: \$ _____	TOTAL: \$ _____													

Comments:

*If additional Periods agreed upon by the parties, please indicate on a separate sheet and attached hereto.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

F. DEFICIENCY & TAX LIABILITY

Please be advised that the mediator is not permitted to provide any legal or tax advice to the parties on any issues related to the mediation or the terms of any potential settlement agreement. It is suggested that the parties contact a licensed professional of their choice for legal or tax advice related to this mediation and any potential settlement.

1. Deficiency:

- ☐ The settlement agreement will include a provision waiving any deficiency resulting from recovery by the Trustee/Beneficiary of less than the full amount the Trustee/Beneficiary claims now to be due on the loan.

Comments:

2. Other deficiency and/or tax liability terms not mentioned above:

- ☐ Additional terms, details are as follows:

3. Is this agreement contingent upon the signing of other documents and/or forms (i.e. updated financial information; tax returns, divorce decree, etc.)?

- ☐ If yes, provide a detailed list and/or attach:

G. SETTLEMENT/RESOLUTION BEFORE MEDIATION

The parties reached a settlement and/or resolution prior to the scheduled mediation.

- ☐ Copy of signed Settlement/Resolution Agreement attached. (Attach Signed Agreement)
- ☐ Settlement/Resolution Agreement memorialized at mediation as reflected on the Mediator Statement.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

H. SIGNATURE OF PARTIES

IN WITNESS WHEREOF, each of the participants in this mediation has executed this mediation agreement on the date set forth. The parties agree to separately prepare and execute the documents necessary to accomplish the terms of this agreement.

Date _____	_____
	Homeowner (Grantor)
Date _____	_____
	Homeowner (Grantor)
Date _____	_____
	Homeowner's Attorney/Representative
Date _____	_____
	Lender (Beneficiary)
Date _____	_____
	Lender's Attorney/Representative
Date _____	_____
	Other (Please specify relationship to Lender or Homeowner)
Date _____	_____
	Other (Please specify relationship to Lender or Homeowner)

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

PART 4: MAILING/EMAIL/HAND DELIVERY CERTIFICATION (CHECK ONE BOX BELOW TO INDICATE METHOD OF DELIVERY)

I hereby certify that I delivered this Mediator Statement on the 31st day of January, 2014, by delivering true and correct copies, addressed to the Foreclosure Mediation Program (FMP), by
☐ U.S. Mail, postage prepaid, or ☐ Hand Delivery:

Foreclosure Mediation Program
200 Lewis Avenue, 17th Floor
Las Vegas, NV 89101

Marc and Kelley Radow
1900 Joy Lake Road
Reno, NV 89511

Rachel Wise
Reese Kintz Brohawn
936 Southwood Blvd., Suite 301
Incline Village, NV 89451

National Default Servicing Corporation
7720 N. 16th St., Suite 300
Phoenix, AZ 85020

Signature:

Vicki Van Pelt

Print Name:

Certified Paralegal

Title:

Vicki Van Pelt

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

PART 1: SIGN-IN SHEET DATE: JANUARY 30, 2014 APN: 047-072-03

<u>Mediator:</u>	Name: <u>WAYNE CHIMARUSTI</u> <small>Print</small> Contact Info.: <u>wscasg@shcglobal.net</u> <u>(775) 885-9066</u> <small>Email Telephone #</small>
<u>Homeowner(s) (Grantor):</u>	Name: <u>KELLEY RADOW</u> <u>Kelley Radow</u> <small>Print Signature</small> Contact Info.: <u>kelley@radow.net</u> <u>(775) 745-7920</u> <small>Email Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<u>Homeowner(s) (Grantor):</u>	Name: <u>MARC RADOW</u> <u>Marc Radow</u> <small>Print Signature</small> Contact Info.: <u>marc@radow.net</u> <u>(775) 745-7520</u> <small>Email Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<u>Homeowner Atty. or Rep:</u>	Name: _____ <small>Print Signature</small> Contact Info.: _____ <small>Email Telephone #</small> Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<u>NV Bar/NRS 645F License #</u>	Name: _____ <small>Print Signature</small> Contact Info.: _____ <small>Email Telephone #</small> Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<u>Lender (Person With Authority):</u>	Name: <u>Felicita Felix</u> <small>Print Signature</small> Contact Info.: _____ <u>(909) 658-0218</u> <small>Email Telephone #</small> Participated: <input type="checkbox"/> In Person <input checked="" type="checkbox"/> By Telephone
<u>Lender Atty. or Rep:</u>	Name: <u>Rachel Wise</u> <u>R. Wise</u> ✓ <small>Print Signature</small> Contact Info.: <u>Rachel@rkhpartners.com</u> <u>(775) 832-6800</u> <small>Email Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<u>12303</u> <u>NV Bar/NRS 645F License #</u>	Name: _____ <small>Print Signature</small> Contact Info.: _____ <small>Email Telephone #</small> Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
<u>Other:</u>	Name: _____ <small>Print Signature</small> Contact Info.: _____ <small>Email Telephone #</small> Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone

If needed, a separate sheet may be utilized for additional attendees.

The attending parties are signing this sheet only to memorialize their presence at the mediation. If an agreement is reached, the parties will be requested by the mediator to execute the agreement section of this Mediator Statement, which will outline the basic terms agreed upon at mediation. Neither the mediator nor the mediation administrator may be compelled to testify in any subsequent proceedings regarding the contents of an agreement.

Wayne S. Chimarusti

300 WEST SECOND STREET
CARSON CITY, NEVADA 89703
(775) 885-9066
FAX: (775) 883-1987

LICENSED IN
NEVADA AND
CALIFORNIA (INACTIVE)

VICKI VAN PELT
CERTIFIED PARALEGAL

January 31, 2014

Foreclosure Mediation Program
200 Lewis Ave, 17th Floor
Las Vegas, NV 89101



Attn: Lilliette Brooks

Re: Radow (FMP Docket No. 80389)

Dear Lily:

Enclosed are the following:

1. Original Mediation Billing.
2. Original Notice of Acceptance (I e-mailed you a signed copy on 11/07/2013).
3. Original Mediation Statement and Agreement.

Please let me know if you need anything further from me on this matter.

Sincerely,

A handwritten signature in black ink, appearing to be "Wayne S. Chimarusti".

WAYNE S. CHIMARUSTI

WSC/vp
Enclosures

**STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM**

FMP MAILING CERTIFICATION

APN: 047-072-03

I hereby certify that I served this Mediator Statement by Email on the 6 day of February, 2014, or by U.S. Mail, first class postage prepaid, on the 7 day of February, 2014 by serving true and correct copies, addressed from the Foreclosure Mediation Program to the following:

Homeowner (Grantor)

Kelley Radow
1900 Joy Lake Rd
Reno, NV 89511
kelley@radow.net

Lender (Person With Authority)

Rachel L Wise Esq.
936 Southwood Blvd
Suite 30
Incline Village, NV 89451
rachel@rkbpartners.com

Homeowner (Grantor)

Marc Radow
1900 Joy Lake Rd
Reno, NV 89511
marc@radow.net

Trustee

National Default Servicing Corporation
ATTN: Althea Wright
7720 N 16th St, Ste 300
Phoenix, AZ 85020
mediations@ndscorp.com

Lender (Person With Authority)

US Bank National Association
3476 Stateview Blvd.,
MAC #X7801-013
Ft. Mill, SC 29715

Lender (Person With Authority)

UBS Mortgage LLC
3476 Stateview Blvd.
MAC #X7801-013
Ft. Mill, SC 29715



Verise V. Campbell
Deputy Director

Exhibit 6

Exhibit 6

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS

ROBIN SWEET
Director and
State Court Administrator

JOHN MCCORMICK
Assistant Court Administrator
Judicial Programs and Services

Kelley L. Radow
1900 Joy Lake Rd
Reno, NV 89511
APN: 047-072-03



SCOTT SOSEBEE
Deputy Director
Information Technology

VERISE V. CAMPBELL
Deputy Director
Foreclosure Mediation

November 13, 2014

IMPORTANT NOTICE

Enclosed please find a copy of the Mediator Statement detailing the outcome of your recent mediation.
Pursuant to NRS 107.086, the State of Nevada Foreclosure Mediation Program (FMP)

- ☒ **WILL NOT ISSUE** a Certificate of Foreclosure
☐ **WILL ISSUE** a Certificate of Foreclosure **on or about**

for the property located at: **1900 Joy Lake Rd, Reno, NV 89511**

A Certificate allows the beneficiary to proceed with foreclosure. If you participated in mediation, you have the right to file a Petition for Judicial Review (PJR) within 30 days of receiving the Mediator's Statement (NRS 107; FMP Rule 21) with the District Court in the county where the Notice of Default was properly recorded. The District Court Clerk in your jurisdiction can provide further information about the PJR process. In addition, information about the PJR process can be found at <http://foreclosure.nevadajudiciary.us>.

If you waived participation in mediation, or failed to respond to the Notice of Default, other legal remedies may be available to you. Legal aid and consumer counseling resources are available to eligible homeowners and can be found at <http://www.homeagainnevada.gov> or by calling Home Again Nevada at 1-855-457-4638.

Additional copies of these documents can be obtained, upon written request of the parties. There is a cost of \$1 per page for all copies. If you have questions about this letter, please contact the FMP at (702) 486-9380 in southern Nevada, (775) 687-9816 in northern Nevada, or (888) 421-3004 in rural Nevada.

Sincerely,

A handwritten signature in blue ink, appearing to read "V. Campbell", is written over a faint, larger signature.

Verise V. Campbell

Supreme Court Building ♦ 201 South Carson Street, Suite 250 ♦ Carson City, Nevada 89701 ♦ (775) 684-1700 • Fax (775) 684-1723

Regional Justice Center ♦ 200 Lewis Avenue, 17th floor ♦ Las Vegas, Nevada 89101

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS

ROBIN SWEET
Director and
State Court Administrator

JOHN MCCORMICK
Assistant Court Administrator
Judicial Programs and Services



SCOTT SOSEBEE
Deputy Director
Information Technology

VERISE V. CAMPBELL
Deputy Director
Foreclosure Mediation

Supreme Court Building ♦ 201 South Carson Street, Suite 250 ♦ Carson City, Nevada 89701 ♦ (775) 684-1700 • Fax (775) 684-1723

Regional Justice Center ♦ 200 Lewis Avenue, 17th floor ♦ Las Vegas, Nevada 89101

Clear Form

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID # _____
APN 047-072-03
TS# _____
County Washoe

PART 1: SIGN-IN SHEET DATE: October 29, 2014

Mediator:	Name: Stephen D. Ramos Print Contact Info.: ramoscp@net.net 530-448-9496 Email Telephone #
Homeowner(s) (Grantor):	Name: _____ Print Signature Contact Info.: _____ Email Telephone # Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Homeowner(s) (Grantor):	Name: Kelley Radow Kelley Radow Print Signature Contact Info.: Kelley@radow.net 775-745-7920 Email Telephone # Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Homeowner ^(MR) Atty. or Rep:	Name: Marc Radow Marc Radow Print Signature Contact Info.: Marc@radow.net 775-745-7520 Email Telephone # Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
NV Bar/NRS 645F License #	
Beneficiary (Person With Authority):	Name: Cetrina Mosterson / Collin Knowles Print Signature Contact Info.: collin.knowles@wellsfargo.com 1-800-477-0293x56448 Email Telephone # Participated: <input type="checkbox"/> In Person <input checked="" type="checkbox"/> By Telephone
Lender Atty. or Rep:	Name: C. Haley Abel, Esq. C. Haley Abel, Esq. Print Signature Contact Info.: Imora@ndscorp.com 602-412-5055 Email Telephone # Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
NV Bar/NRS 645F License #	
Other:	Name: _____ Print Signature Contact Info.: _____ Email Telephone # Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone

If needed, a separate sheet may be utilized for additional attendees.

The attending parties are signing this sheet only to memorialize their presence at the mediation. If an agreement is reached, the parties will be requested by the mediator to execute the agreement section of this Mediator Statement, which will outline the basic terms agreed upon at mediation. Neither the mediator nor the mediation administrator may be compelled to testify in any subsequent proceedings regarding the contents of an agreement.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

Required Documents for Mediation

Trustee: Complete the Top Section and provide the mailing addresses for the Mediator and the Beneficiary below. Check all documents below that apply.

ASSESSOR PARCEL NUMBER (APN) <u>047-072-03</u>	TS # <u>11-41203-WF-NV</u>
<u>RADOW, KELLEY</u> Homeowner's Last Name, Homeowner's First Name	Loan # <u>0141049098</u>
<u>RADOW, MARC</u> Co-Owner's Last Name, Co-Owner's First Name	DoT Doc # <u>3132996</u> Book # _____ Page # _____
Property Address <u>1900 JOY LAKE ROAD, RENO NV 89511</u>	County in which Property is located <u>Washoe</u>
Trustee <u>National Default Servicing Corporation</u> Beneficiary US Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-ARI by its Attorney in fact Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage Inc.	

Homeowner: The beneficiary of the deed of trust requires all of the documents checked below to determine your eligibility for a loan modification, short sale, or other alternative to foreclosure. Please forward a copy of this form and copies of each document to the following addresses within 15 days:

Mediators Name: Steve D. Ramos Mailing Address: tbd	for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-ARI by its Attorney in fact Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage Inc. Mailing Address: 7720 N. 16 th Street, Ste 300, Phoenix, AZ 85020
Beneficiary Name: US Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association as Trustee	

The following forms can be found at <http://foreclosure.nevadajudiciary.us/index.php/documents-and-forms/>

- | | |
|---|---|
| <input checked="" type="checkbox"/> Request for Modification Affidavit (RMA):
<i>Must be completed, signed and dated by borrower(s) on loan.</i> | <input checked="" type="checkbox"/> Tax Form 4506-T or <input type="checkbox"/> Tax Form 4506T-EZ:
<i>Must be completed, signed and dated by borrower(s) on loan.</i> |
| <input checked="" type="checkbox"/> Uniform Borrower Assistance Form (Form 710):
<i>Must be completed, signed and dated by borrower(s) on loan.</i> | <input checked="" type="checkbox"/> DODD-FRANK Certification Form:
<i>Must be completed and signed by borrower(s) on the loan.</i> |
| <input checked="" type="checkbox"/> Borrower Financial Statement:
<i>Must be completed, signed and dated by borrower(s) on loan.</i> | <input checked="" type="checkbox"/> Third Party Authorization Form: (If applicable)
<i>Must be completed and signed by borrower(s) on the loan</i> |

- ☒ **Proof of Income (all borrower(s) on loan):**
*Copy of your 4 most recent pay stubs detailing year-to-date earnings, hourly and salary wages.
Award letters for any income benefits, pension, retirement, unemployment and two corresponding bank statement deposits.
If self-employed, provide a borrower signed Profit and Loss statement (P&L) for the last quarter.
Documentation and Letter of Explanation (LOE) for any other income.*
- ☒ **Household Expenses (all borrower(s) on loan):**
Complete average monthly breakdown of all household expenses and credit obligations.
- ☒ **Hardship Letter (signed and dated by borrower(s) on loan):**
A signed letter explaining the reason for your hardship and your intention regarding the property.
- ☒ **Tax Returns (all borrower(s) on loan):**
Signed tax returns including all schedules for the past two (2) years.
- ☒ **Bank Statements (all borrower(s) on loan):**
Most recent 2 months of banks statements including all pages; must include beginning and ending balance and all customer information.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID # _____
APN 047-072-03
TS# _____
County Washoe

PART 2C: HOMEOWNER (GRANTOR) PARTICIPATION

- ☐ Homeowner (Grantor) failed to attend the mediation.
- ☐ Homeowner (Grantor) failed to exchange required documents.

COMMENTS

PART 2D: BENEFICIARY (LENDER) PARTICIPATION

*If any item is checked below, the mediator may recommend sanctions.
(Determine specific sanction recommendations with particularity in Part 2E).*

- ☐ Beneficiary (Lender), and/or its Representative, failed to attend the mediation. (NRS 107.086(6); FMP Rule 11(1)(a))
- ☐ Beneficiary (Lender), and/or its Representative, failed to demonstrate authority, or provide access to a person with authority, to negotiate a loan modification. (NRS 107.086(5); FMP Rule 11(1)(a))
- ☐ Beneficiary (Lender), and/or its Representative, failed to participate in good faith. (NRS 107.086(6))
- Beneficiary (Lender), and/or its Representative, failed to bring to mediation each document required. (NRS 107.086(5); FMP Rule 12(7)) (Check All Missing or Incomplete Documents).
- ☐ An original or certified copy of the mortgage note, or judicial order pursuant to NRS 104.3309.
- ☐ A certification with an original signature of each endorsement and/or assignment of the mortgage note, or judicial order pursuant to NRS 104.3309.
- ☐ An original or certified copy of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
- ☒ A certification with an original signature of each assignment of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
- ☐ Appraisal or Broker Price Opinion (BPO) in accordance with NRS 645.2515 dated not more than 60 days prior to the date of the scheduled mediation.

STATE OF NEVADA
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MEDIATION STATEMENT AND AGREEMENT

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TS#	_____
County	Washoe

PART 2E: SPECIFIC RECOMMENDATION(S) FOR SANCTIONS (In this section mediators must state with particularity the lender's (beneficiary's) conduct and specific reason(s) for recommending sanctions.)

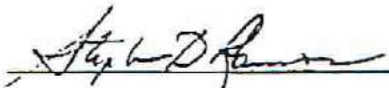
STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID #	_____
APN	047-072-03
TS#	_____
County	Washoe

PART 2F: MEDIATOR CERTIFICATION

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate record of the proceedings as required by NRS Chapter 107.

DATED this 30th day of October, 20 14.

Mediator Signature: 

Print Name: Stephen D. Ramos

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID # _____
APN 047-072-03 _____
TS# _____
County Washoe _____

All documents and discussions presented during the mediation are confidential except in an action for Judicial Review as set forth in the applicable State of Nevada Foreclosure Mediation Rules and NRS Chapter 107.

PART 3: AGREEMENT (Sections A-G) This section outlines the detailed agreement between the grantor and the beneficiary. The mediator will complete all sections that apply.

THE PARTIES AGREED TO THE FOLLOWING: (Please Choose Either A or B and check all that apply):

A. RETAIN THE HOME

- ☐ 1. Reinstatement
- ☐ 2. Repayment Plan
- ☐ 3. Extension
- ☐ 4. ARM to Fixed Rate
- ☐ 5. Amortization Extended
- ☐ 6. Interest Rate Reduction
- ☐ 7. Principal Forbearance
- ☐ 8. Other Forbearance
- ☐ 9. Principal Reduction
- ☐ 10. Refinance
- ☐ 11. Temporary Modification
Expiration Date : _____
- ☐ 12. Permanent Modification
- ☐ 13. Short payoff: \$ _____
When: _____
Conditions: _____
- ☐ 14. Gov't. Program: _____

B. RELINQUISH THE HOME

- ☐ 1. Deed in Lieu of Foreclosure
- ☐ 2. Voluntary Surrender
- ☐ 3. Cash for Keys \$ _____
- ☐ 4. Gov't. Program: _____
- ☐ 5. Other Forbearance
- ☐ 6. Short Sale
Estimated Short Sale Value: _____
Listed By Date: _____
Listing Period: From _____ to _____
Listing Price: _____
Beneficiary Offer Acceptance By Date: _____
Maximum Escrow Period: _____
- ☐ 7. Waiver of Deficiency: ☐ Yes ☐ No
- ☐ 8. Vacate Date: _____
- ☐ 9. Certificate Date: _____

Comments: _____

C. DETAILS

- ☐ Beneficiary will report the loan as paid in current status effective as of: _____
- ☐ Treatment of arrearages: _____
- ☐ Waiver of Fees and Penalties: _____
- ☐ Rescind Notice of Default effective as of: _____

D. THE FOLLOWING TERMS REMAIN UNCHANGED (Please check all that apply.)

- ☐ The balance due as shown on beneficiary's books, which is _____
- ☐ The interest rate stated in the original note, which is _____
- ☐ The loan term stated in the original note, which is _____

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID # _____
APN 047-072-03 _____
TS# _____
County Washoe _____

E. LOAN MODIFICATION (Please complete all that apply)

	Temporary Modification	Permanent Modification												
1. Loan Balance	Total loan balance shall be modified to \$ _____ Effective date: _____	Total loan balance shall be modified to: \$ _____ Effective date: _____												
2. Interest Rate	Period 1 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months *	Period 1 a. Interest rate will be modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be modified to ____% b. Effective as of _____ c. For the Period of _____ months*												
3. Loan Term	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____												
4. Payment	Resulting initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____	Resulting initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____												
5. Fees & Costs	The aforementioned loan balance includes fees & costs for temporary and permanent modifications as follows: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%; text-align: center;">Incurred</th> <th style="width: 50%; text-align: center;">Waived</th> </tr> </thead> <tbody> <tr> <td>Interest \$ _____</td> <td>Interest \$ _____</td> </tr> <tr> <td>Costs \$ _____</td> <td>Costs \$ _____</td> </tr> <tr> <td>Fees \$ _____</td> <td>Fees \$ _____</td> </tr> <tr> <td>Other \$ _____</td> <td>Other \$ _____</td> </tr> <tr> <td>TOTAL: \$ _____</td> <td>TOTAL: \$ _____</td> </tr> </tbody> </table>		Incurred	Waived	Interest \$ _____	Interest \$ _____	Costs \$ _____	Costs \$ _____	Fees \$ _____	Fees \$ _____	Other \$ _____	Other \$ _____	TOTAL: \$ _____	TOTAL: \$ _____
Incurred	Waived													
Interest \$ _____	Interest \$ _____													
Costs \$ _____	Costs \$ _____													
Fees \$ _____	Fees \$ _____													
Other \$ _____	Other \$ _____													
TOTAL: \$ _____	TOTAL: \$ _____													

Comments:

*If additional Periods agreed upon by the parties, please indicate on a separate sheet and attached hereto.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID #	_____
APN	047-072-03
TS#	_____
County	Washoe

F. DEFICIENCY & TAX LIABILITY

Please be advised that the mediator is not permitted to provide any legal or tax advice to the parties on any issues related to the mediation or the terms of any potential settlement agreement. It is suggested that the parties contact a licensed professional of their choice for legal or tax advice related to this mediation and any potential settlement.

1. Deficiency:

- ☐ The settlement agreement will include a provision waiving any deficiency resulting from recovery by the Trustee/Beneficiary of less than the full amount the Trustee/Beneficiary claims now to be due on the loan.

Comments:

2. Other deficiency and/or tax liability terms not mentioned above:

- ☐ Additional terms, details are as follows:

3. Is this agreement contingent upon the signing of other documents and/or forms (i.e., updated financial information; tax returns, divorce decree, etc.)?

- ☐ If yes, provide a detailed list and/or attach:

G. SETTLEMENT/RESOLUTION BEFORE MEDIATION

The parties reached a settlement and/or resolution prior to the scheduled mediation.

- ☐ Copy of signed Settlement/Resolution Agreement attached. (Attach Signed Agreement)
- ☐ Settlement/Resolution Agreement memorialized at mediation as reflected in the Mediator Statement.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID #	_____
APN	047-072-03
TS#	_____
County	Washoe

H. SIGNATURE OF PARTIES

IN WITNESS WHEREOF, each of the participants in this mediation has executed this mediation agreement on the date set forth. The parties agree to separately prepare and execute the documents necessary to accomplish the terms of this agreement.

Date _____	_____	Homeowner (Grantor)
Date _____	_____	Homeowner (Grantor)
Date _____	_____	Homeowner's Attorney/Representative
Date _____	_____	Lender (Beneficiary)
Date _____	_____	Lender's Attorney/Representative
Date _____	_____	Other (Please specify relationship to Lender or Homeowner)
Date _____	_____	Other (Please specify relationship to Lender or Homeowner)

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID # _____
APN 047-072-03
TS# _____
County Washoe

PART 4: MAILING/EMAIL/HAND DELIVERY CERTIFICATION (CHECK ONE BOX BELOW TO INDICATE METHOD OF DELIVERY)

I hereby certify that I delivered this Mediator Statement on the 30 day of October, 2014, by delivering true and correct copies, addressed to the Foreclosure Mediation Program, by ☐ U.S. Mail, postage prepaid, or ☐ Email, or ☐ Hand Delivery:

Foreclosure Mediation Program
200 Lewis Avenue, 17th Floor
Las Vegas, NV 89101

Signature: _____



Print Name: Stephen D. Ramos

Title: Mediator

FILED
Electronically
CV19-01604
2019-12-16 03:56:31 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7640906 : yvilorla

Exhibit 7

Exhibit 7

1
2
3
4
5 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
6 IN AND FOR THE COUNTY OF WASHOE
7

* * *

8 WELLS FARGO BANK, N.A., AS
9 SERVICER FOR US BANK NATIONAL
10 ASSOCIATION, AS TRUSTEE
11 SUCCESSOR IN INTEREST TO
12 WACHOVIA BANK, NATIONAL
13 ASSOCIATION AS TRUSTEE FOR WELLS
14 FARGO ASSET SECURITIES
15 CORPORATION, MORTGAGE PASS-
16 THROUGH CERTIFICATES, SERIES 2005-
17 AR1,

14 Petitioner,

Case No.: CV14-02572

15 vs.

Dept. No.: 10

16
17 KELLEY L. RADOW, an individual;
18 MARC E. RADOW, an individual,

19 Respondents.
20 _____/

21 **ORDER DENYING PETITION FOR JUDICIAL REVIEW**

22 Presently before the Court is a PETITION FOR JUDICIAL REVIEW ("the Petition") filed
23 by WELLS FARGO BANK, N.A., AS SERVICER FOR US BANK NATIONAL
24 ASSOCIATION, AS TRUSTEE SUCCESSOR IN INTEREST TO WACHOVIA BANK,
25 NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO ASSET SECURITIES
26 CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-
27 AR1 ("the Petitioner") on December 15, 2014.
28

1 The Court entered the ORDER FOR JUDICIAL REVIEW ("the Order") on December 16,
2 2014. The Order directed the parties and/or their counsel to appear for the First Hearing on Petition
3 on February 20, 2015, at 9:00 a.m. The Court provided notice of the entry of the Order to the parties
4 on December 16, 2014.

5 The foreclosure mediation history between the parties is extensive. The Petition requests
6 review of the mediator's decision in the fourth mediation between the parties. The first mediation
7 occurred on November 9, 2011. Mediator, Liz Gonzalez, stated the Petitioner failed to bring a
8 notarized statement for endorsement of the note and failed to supply the mediator with a Corporation
9 Assignment of Deed of Trust from Wells Fargo Bank, N.A. to U.S. Bank National Association dated
10 March 24, 2011. A Certificate of Foreclosure did not issue from that mediation.
11
12

13 The second mediation occurred on April 11, 2013. Mediator, David Hamilton, stated the
14 Petitioner failed to: (1) demonstrate authority or provide access to a person with authority to
15 negotiate a loan modification; (2), participate in good faith (3) bring a certification with an original
16 signature of each endorsement and/or assignment of the mortgage note, or judicial order pursuant to
17 NRS 104.330; and (4) bring a certification with an original signature of assignment of the deed of
18 trust or judicial order pursuant to NRS 104.3309. Mr. Hamilton recommended the lender and its
19 attorney be sanctioned \$50,000 for these transgressions. A Certificate of Foreclosure did not issue
20 from that mediation.
21

22 The third mediation occurred on November 15, 2013. Mediator, Wayne Chimarusti, stated
23 the Petitioner failed to bring a certification with an original signature of each assignment of the deed
24 of trust, or judicial order pursuant to NRS 104. 3309. A Certificate of Foreclosure did not issue from
25 that mediation.
26

27 //
28

1 The fourth mediation, and the subject of the Petition, occurred on October 29, 2014.
2 Mediator, Stephen Ramos, stated the Petitioner failed to bring a certification an original signature of
3 each assignment of the deed of trust or judicial order pursuant to NRS 104. 3309. A Certificate of
4 Foreclosure did not issue from that mediation.

5 The Court heard the matter on February 20, 2015, at 9:00 a.m. MARC E. RADOW ("the
6 Respondent") was present with his counsel, GREGORY HALL. The Petitioner did not appear in
7 support of the Petition. The Petitioner's conduct during the course of the foreclosure process
8 demonstrates a pattern of noncompliance with the requirements of the Foreclosure Mediation
9 Program. The Court finds the Petitioner's failure to appear at the duly scheduled hearing to be
10 further indication the Petitioner is not making a good faith effort with its participation in this matter.
11

12 **IT IS ORDERED** that the Petition for Judicial Review is **DENIED**.
13

14 **DATED** this 27 day of February, 2015.

15 
16 ELLIOTT A. SATTLER
17 District Judge
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on the 27 day of February, 2015, I electronically filed the foregoing with the Clerk of the Court System which will send a notice of electronic filing to the following:

GREGORY L. WILDE, ESQ.

KEVIN S. SODERSTROM, ESQ.

NEVADA FORECLOSURE MEDIATION PROGRAM

Further, I certify that I deposited in the Washoe County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true copy of the attached document addressed to:

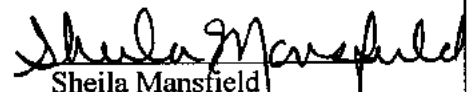
Kelley and Marc Radow
1900 Joy Lake Road
Reno, NV 89511

C. Haley Abel, Esq.
1575 Delucchi Lane, Suite 128
Reno, NV 89502

U.S. Bank National Association, 2005-ARI W
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

National Default Servicing Corporation
Attn: Althea Wright
7220 N. 16th Street, Suite 300
Phoenix, AZ 85020

Ivan Mora
7220 N. 16th Street, Suite 300
Phoenix, AZ 85020


Sheila Mansfield
Administrative Assistant

FILED
Electronically
CV19-01604
2019-12-16 03:56:31 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7640906 : yvilorla

Exhibit 8

Exhibit 8

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

WELLS FARGO BANK, N.A., AS
SERVICER FOR US BANK NATIONAL
ASSOCIATION, AS TRUSTEE
SUCCESSOR IN INTEREST TO
WACHOVIA BANK, NATIONAL
ASSOCIATION AS TRUSTEE FOR WELLS
FARGO ASSET SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
AR1,

Petitioner,

Case No.: CV14-02572

vs.

Dept. No.: 10

KELLEY L. RADOW, an individual;
MARC E. RADOW, an individual,

Respondents.

**ORDER DENYING PLAINTIFF'S MOTION FOR RELIEF FROM ORDER DENYING
PETITION FOR JUDICIAL REVIEW PURSUANT TO NRCP 60(b) OR, IN THE
ALTERNATIVE, MOTION FOR RECONSIDERATION OF ORDER DENYING PETITION
FOR JUDICIAL REVIEW**

Presently before the Court is a PLAINTIFF'S MOTION FOR RELIEF FROM ORDER
DENYING PETITION FOR JUDICIAL REVIEW PURSUANT TO NRCP 60(b) OR, IN THE
ALTERNATIVE MOTION FOR RECONSIDERATION OF ORDER DENYING PETITION FOR
JUDICIAL REVIEW ("the Motion") filed by WELLS FARGO BANK, N.A., AS SERVICER FOR
US BANK NATIONAL ASSOCIATION, AS TRUSTEE SUCCESSOR IN INTEREST TO

1 WACHOVIA BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO ASSET
2 SECURITIES CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
3 2005-AR1 ("the Petitioner") on March 2, 2015. KELLEY L. RADOW and MARC E. RADOW
4 ("the Respondents") filed a RESPONSE TO PLAINTIFF'S MOTION FOR RELIEF FROM
5 ORDER DENYING PETITION FOR JUDICIAL REVIEW PURSUANT TO NRCP 60(b) OR, IN
6 THE ALTERNATIVE, MOTION FOR RECONSIDERATION OR ORDER DENYING PETITION
7 FOR JUDICIAL REVIEW ("the Opposition") on March 29, 2015. The Petitioner submitted the
8 matter to the Court for consideration on March 31, 2015.

9 This matter emanates from a PETITION FOR JUDICIAL REVIEW ("the Petition") filed by
10 the Petitioner on December 15, 2014. The Petition sought review of the foreclosure mediation¹ of
11 property located at 1900 Joy Lake Road Reno, Nevada ("the Property"). STEPHEN D. RAMOS
12 ("the Mediator") determined a Certificate of Foreclosure should not issue on the Property. The
13 Foreclosure Mediation Program notified the parties of this determination on November 13, 2014.
14 The Petition alleged the Petitioner appeared in good faith at the mediation, provided the required
15 documents, and had the requisite authority with respect to the loan. The Petition argued the mediator
16 erred in finding the Petitioner did not provide all the required documents, by failing to accept a
17 county-certified copy of the assignment. The Petition sought the issuance of a Certificate of
18 Foreclosure.

19 The Court entered the ORDER FOR JUDICIAL REVIEW ("the Order for Review") on
20 December 16, 2014. The Order for Review directed the parties and/or their counsel to appear for the
21 First Hearing on Petition on February 20, 2015, at 9:00 a.m. The Court provided notice of the entry
22 of the Order for Review to the parties on December 16, 2014. The Court heard the matter on
23 February 20, 2015, at 9:00 a.m. MARC E. RADOW was present with his counsel, GREGORY
24 HALL. The Petitioner did not appear in support of the Petition. The Court entered the ORDER
25 DENYING PETITION FOR JUDICIAL REVIEW ("the Order Denying Petition") on February 27,
26 2015.

27
28 ¹ The Court notes the mediation in the instant matter was the fourth mediation between the parties. See ORDER
DENYING PETITION FOR JUDICIAL REVIEW entered February 27, 2015.

1 The Motion seeks relief from the Order Denying Petition due to mistake, inadvertence or
2 excusable neglect pursuant to NRCP 60(b). The Motion argues the Petitioner fully intended to
3 participate at the hearing however a miscommunication occurred regarding the travel arrangements
4 for counsel. The Motion contends it is uncharacteristic for counsel to miss hearings and the cause of
5 the miscommunication in the instant case has been addressed. The Motion urges that cases should
6 be decided on their merits whenever possible. The Motion requests, in the alternative, the Court
7 reconsider the Order Denying Petition. The Motion asserts the deficiency reported by the Mediator
8 is the failure to bring all the required documents. The Motion argues the Petitioner did bring the
9 necessary document in the form of a true and correct copy of the certified assignment. The Motion
10 contends the Court committed clear error by taking into account the Petitioner's alleged conduct at
11 prior mediations, and by not accepting the Petitioner's reliance on the counter-certified assignment
12 as a sufficient basis for granting the Petition.

13 The Opposition contends the Petitioner has not met the criteria for having a final judgment
14 relieved on the grounds of mistake, inadvertence, surprise, or excusable neglect. The Opposition
15 asserts the Respondents and the Respondents' counsel were prepared and ready for oral argument the
16 date of the scheduled hearing. The Opposition contends the explanation provided by the Petitioner is
17 simple neglect and does not demonstrate a basis for excusable neglect as used in conjunction with
18 NRCP 60(b). The Opposition argues simple neglect is not excusable if a party receives notice of
19 scheduled proceedings but fails to appear. The Opposition contends the Petition was not dismissed
20 for failure to appear but was denied on the merits. The Opposition submits reconsideration of the
21 Order is not warranted as the Petitioner did not provide the proper documentation at the mediation.

22 A district court may hold a hearing on a Petition for Judicial Review of a foreclosure
23 mediation for the limited purpose of:

24 determining the beneficiary of the deed of trust's compliance in attending the
25 mediation, having the authority or access to a person with the . . . required
26 [authority] . . . bringing to the mediation each . . . required [document] . . . and
27 participating in the mediation in good faith, compliance with the rules of the
28 Program, agreements made between the parties within the Program, including
temporary agreements, and determining appropriate sanctions pursuant to
NRS Chapter 107 as amended.

1 FMR 22(2). The Beneficiary is required to provide the Court with the documents produced at
2 mediation so that it may conduct its *de novo* review. FMR 22(6). FMR 22(2) provides the district
3 court with the discretion to determine the extent to which an evidentiary hearing is necessary.

4 The issue submitted for judicial review is whether the Petitioner complied with the
5 production requirements for each of the required documents. The Mediation Statement and
6 Agreement indicated the Beneficiary (Lender) and or its Representative, failed to bring to the
7 mediation each document required by NRS 107.085(5) and FMP Rule 12(7): specifically a
8 certification with an original signature of each assignment of the deed of trust (DOT), or judicial
9 order pursuant to NRS 104.3309. The Petition argued the Mediator failed to accept a document that
10 was a certified copy obtained from the Washoe County Recorder.² The Petition argued this was an
11 error pursuant to the decision in *Einhorn v. BAC Home Loans Servicing, LP*, 128 Nev. Adv. Op. 61,
12 290 P.3d 249 (2013), which found copies of recorded assignments obtained from the county
13 recorder's office satisfy the document production requirements of the FMRs. The Respondent
14 argues the Petitioner's reliance on *Einhorn* is misplaced as the presumption of authenticity is vitiated
15 by numerous discrepancies in the assignments presented during other mediations between the
16 parties. The Court ordered a hearing on the matter to review this issue.

17 The Motion seeks to have the Order set aside as a default judgment pursuant to NRCP 60.
18 The Petition requested the Court review the decision of the Mediator. The Court finds the matter
19 more akin to an appeal than a matter of default judgment and that it is not appropriately analyzed
20 under NRCP 60. The Court looks to the Nevada Rules of Appellate Procedure for guidance in this
21 matter. NRAP 34(e) provides:

22 If the respondent fails to appear for argument, the court will hear the appellant's argument. If
23 the appellant fails to appear, the court may hear the respondent's argument. If neither
24 party appears, the case will be decided on the briefs unless the court orders otherwise.

25 The Court had authority to make a decision from the pleadings if it chose to do so, however
26 it believed a hearing was appropriate to make a determination on the matter. The Petitioner had the
27

28

² Corporation Assignment of Deed of Trust recorded on July 24, 2012.

1 burden of demonstrating the mediator's findings were erroneous. The Petitioner's opportunity to
2 make their argument in support of their Petition was at the duly scheduled hearing. The Petitioner
3 was not present to argue in favor of their Petition or address the questions of the Court regarding the
4 Petition. The Petitioner had its opportunity to argue the merits at the hearing. It forfeited that right
5 by failing to appear.

6 The Motion argues the Court may not take into consideration any past rule violations or
7 conduct of the parties and must examine the issue within the Petition in what is in essence a vacuum.
8 This reasoning is faulty as it would allow a party to continually violate the rules and give the Court
9 no power to deter the violations. FMR 22(2) provides the district court may determine appropriate
10 sanctions. It would be impossible for a court to determine appropriate sanctions if it were unable to
11 consider a party's past behavior in the process. The Petitioner provides no support for the contention
12 the Court cannot consider the past conduct of a party.

13 The Motion states the "the hearing on Wells Fargo's Petition for Judicial Review was
14 properly calendared by counsel for Wells Fargo, miscommunication occurred resulting in the
15 necessary arrangements not being made to ensure that counsel was present at the hearing on behalf
16 of Wells Fargo." The hearing was held on February 20, 2015. The Court did not issue the Order
17 Denying Petition until February 27, 2015. The Court has no record of the Petitioner informing the
18 Court of the travel arrangement oversight prior to the filing the Motion on March 2, 2015. The
19 Court would expect the Petitioner to notify the Court immediately upon discovering that it would or
20 had missed a scheduled hearing. The affidavit accompanying the Motion is insufficient to provide
21 the Court with an understanding of what occurred other than a basic scheduling error. The Motion
22 argues the Petitioner's past behavior in the foreclosure process with the party should not be taken
23 into consideration. Yet, it wants the Court to accept the argument that it is uncharacteristic for
24 counsel to miss hearings based on past behavior. The Petitioner cannot have it both ways: either the
25 Court looks at past behavior or it does not.

26 The Petitioner failed to attend the hearing. This failure inconvenienced both the
27 Respondents and the Court. The Court has the authority to issue sanctions for the failure to appear
28 but chose not to do so. The Petitioner is not without recourse in this foreclosure matter. The

1 Petitioner may opt to issue another notice of foreclosure, engage in the mediation process, and
2 comply with all applicable Foreclosure Mediation Rules.

3 **IT IS HEREBY ORDERED** the PLAINTIFF'S MOTION FOR RELIEF FROM ORDER
4 DENYING PETITION FOR JUDICIAL REVIEW PURSUANT TO NRCP 60(b) OR, IN THE
5 ALTERNATIVE MOTION FOR RECONSIDERATION OF ORDER DENYING PETITION FOR
6 JUDICIAL REVIEW is **DENIED**.

7 **DATED** this 7 day of May, 2015.

8 
9 ELLIOTT A. SATTLER
10 District Judge
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1 **CERTIFICATE OF MAILING**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court
3 of the State of Nevada, County of Washoe; that on this ____ day of May, 2015, I deposited in the
4 County mailing system for postage and mailing with the United States Postal Service in Reno,
5 Nevada, a true copy of the attached document addressed to:
6
7

8 **CERTIFICATE OF ELECTRONIC SERVICE**


9 I hereby certify that I am an employee of the Second Judicial District Court of the State of
10 Nevada, in and for the County of Washoe; that on the 7 day of May, 2015, I electronically
11 filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of
12 electronic filing to the following:
13

14 GREGORY L. WILDE, ESQ.

15 KEVIN S. SODERSTROM, ESQ.

16 NEVADA FORECLOSURE MEDIATION PROGRAM

17 THOMAS HALL, ESQ. for KELLEY RADOW, MARC RADOW
18
19
20

21 
22 Sheila Mansfield
23 Administrative Assistant
24
25
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Electronically
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2019-12-16 03:56:31 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7640906 : yvilorla

Exhibit 9

Exhibit 9

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS

ROBIN SWEET
Director and
State Court Administrator

JOHN MCCORMICK
Assistant Court Administrator
Judicial Programs and Services

Kelley L. Radow
1900 Joy Lake Rd
Reno, NV 89511
APN: 047-072-03



RICHARD A. STEFANI
Deputy Director
Information Technology

VERISE V. CAMPBELL
Deputy Director
Foreclosure Mediation

January 13, 2016

IMPORTANT NOTICE

Enclosed please find a copy of the Mediator Statement detailing the outcome of your recent mediation.
Pursuant to NRS 107.086, the State of Nevada Foreclosure Mediation Program (FMP)

- ☐ WILL NOT ISSUE a Certificate of Foreclosure
☒ WILL ISSUE a Certificate of Foreclosure on or about February 29, 2016

for the property located at: **1900 Joy Lake Rd, Reno, NV 89511**

A Certificate allows the beneficiary to proceed with foreclosure. If you participated in mediation, you have the right to file a Petition for Judicial Review (PJR) within 30 days of receiving the Mediator's Statement (NRS 107; FMP Rule 21) with the District Court in the county where the Notice of Default was properly recorded. The District Court Clerk in your jurisdiction can provide further information about the PJR process. In addition, information about the PJR process can be found at <http://foreclosure.nevadajudiciary.us>.

If you waived participation in mediation, or failed to respond to the Notice of Default, other legal remedies may be available to you. Legal aid and consumer counseling resources are available to eligible homeowners and can be found at <http://www.homeagainnevada.gov> or by calling Home Again Nevada at 1-855-457-4638.

Additional copies of these documents can be obtained, upon written request of the parties. There is a cost of \$1 per page for all copies. If you have questions about this letter, please contact the FMP at (702) 486-9380 in southern Nevada, (775) 687-9816 in northern Nevada, or (888) 421-3004 in rural Nevada.

Sincerely,

A handwritten signature in black ink, appearing to read "Verise V. Campbell".

Verise V. Campbell

Supreme Court Building ♦ 201 South Carson Street, Suite 250 ♦ Carson City, Nevada 89701 ♦ (775) 684-1700 • Fax (775) 684-1723

Regional Justice Center ♦ 200 Lewis Avenue, 17th floor ♦ Las Vegas, Nevada 89101

Corte Suprema de Nevada
OFICINA ADMINISTRATIVA DE LAS CORTES

ROBIN SWEET
Director y
Administrador de las Cortes Estatales



RICHARD A. STEFANI
Subdirector
Tecnología Informática

JOHN MCCORMICK
Administrador Asistente de
Programas y Servicios Judiciales

VERISE V. CAMPBELL
Subdirector
Mediación de Ejecución Hipotecaria

Kelley L. Radow
1900 Joy Lake Rd
Reno, NV 89511
APN: 047-072-03

Enero 13, 2016

AVISO IMPORTANTE

Adjunta se encuentra una copia de la Declaración del Mediador detallando el resultado de su mediación reciente. De acuerdo con NRS 107.086, El Programa de Mediación de Ejecución Hipotecarios del Estado de Nevada (*Foreclosure Mediation Program FMP*)

☐ **NO EMITIRÁ** un Certificado de Embargo
☒ **EMITIRÁ** un Certificado de Embargo **en o cerca del February 29, 2016**

para la propiedad ubicada en: **1900 Joy Lake Rd, Reno, NV 89511**

El certificado permite que el beneficiario proceda con el embargo. Si usted participó en una mediación, tiene el derecho de presentar una Petición de Revisión Judicial (*Petition for Judicial Review PJR*) dentro de los 30 días siguientes de haber recibido la Declaración del Mediador (*Mediator Statement NRS 107; FMP Rule 21*) ante la corte de Distrito del Condado donde se registró apropiadamente la Notificación de Incumplimiento (*Notice of Default NOD*). El Secretario De La Corte del Distrito de su jurisdicción puede proporcionar más información sobre el proceso de PJR. Más información del proceso de PJR se encuentra en <http://foreclosure.nevadajudiciary.us>.

Si usted renunció a participar en mediación, o si no respondió a la Notificación de Incumplimiento (*NOD*), otros recursos legales podrían estar disponibles para usted. Recursos gratis para obtener ayuda legal y consejería al consumidor están disponibles para propietarios elegibles en <http://www.homeagainnevada.gov/es/> o llamando a Home Again Nevada al 1-855-457-4638.

Copias adicionales de estos documentos pueden obtenerse mediante solicitud escrita, por \$1 por página. Si tiene alguna pregunta sobre esta carta, llámenos al (702) 486-9380 en el sur de Nevada, al (775) 687-9816 en el norte de Nevada, o al (888) 421-3004 en la parte rural de Nevada.

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Edificio de la Corte Suprema ♦ 201 South Carson Street, Suite 250 ♦ Carson City, Nevada 89701 ♦ (775) 684-1700 • Fax (775) 684-1723

Centro de Justicia Regional ♦ 200 Lewis Avenue, 17th floor ♦ Las Vegas, Nevada 89101

Supreme Court of Nevada
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Foreclosure Mediation

January 13, 2016

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Corte Suprema de Nevada
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RICHARD A. STEFANI
Subdirector
Tecnología Informática

JOHN MCCORMICK
Administrador Asistente de
Programas y Servicios Judiciales

VERISE V. CAMPBELL
Subdirector
Mediación de Ejecución Hipotecaria

Marc E Radow
1900 Joy Lake Rd
Reno, NV 89511
APN: 047-072-03

Enero 13, 2016

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☐ NO EMITIRÁ un Certificado de Embargo
☒ EMITIRÁ un Certificado de Embargo en o cerca del February 29, 2016

para la propiedad ubicada en: **1900 Joy Lake Rd, Reno, NV 89511**

El certificado permite que el beneficiario proceda con el embargo. Si usted participó en una mediación, tiene el derecho de presentar una Petición de Revisión Judicial (*Petition for Judicial Review PJR*) dentro de los 30 días siguientes de haber recibido la Declaración del Mediador (*Mediator Statement NRS 107; FMP Rule 21*) ante la corte de Distrito del Condado donde se registró apropiadamente la Notificación de Incumplimiento (*Notice of Default NOD*). El Secretario De La Corte del Distrito de su jurisdicción puede proporcionar más información sobre el proceso de PJR. Más información del proceso de PJR se encuentra en <http://foreclosure.nevadajudiciary.us>.

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A handwritten signature in black ink, appearing to read "Verise V. Campbell".

Verise V. Campbell

Edificio de la Corte Suprema ♦ 201 South Carson Street, Suite 250 ♦ Carson City, Nevada 89701 ♦ (775) 684-1700 ♦ Fax (775) 684-1723

Centro de Justicia Regional ♦ 200 Lewis Avenue, 17th floor ♦ Las Vegas, Nevada 89101

Docket # 102118
2016 Doc # 001884

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID # 400014
APN 047-072-03
TS# 11-41203-WF-NV
County WASHOE

Homeowner Last Name <u>RADOW</u>	Homeowner First Name <u>KELLY L.</u>
Co-owner Last Name <u>RADOW</u>	Co-owner First Name <u>MARC E.</u>
Property Street Address <u>1900 JOY LAKE ROAD</u>	
Property City <u>RENO</u>	State <u>NV</u> Zip Code <u>89511</u>

INSTRUCTIONS

- If no mediation is held: Please ensure the following are completed:
 - PART 2A: SUMMARY
 - PART 2F: MEDIATOR CERTIFICATION and
 - PART 4: MAILING CERTIFICATION
- If a mediation is held and no agreement is reached: please ensure the following are completed:
 - PART 1: SIGN-IN SHEET
 - PART 2A: SUMMARY
 - PART 2B: DISPOSITION
 - PART 2C: HOMEOWNER PARTICIPATION (if applicable)
 - PART 2D: LENDER PARTICIPATION (if applicable)
 - PART 2E: RECOMMENDATIONS FOR SANCTIONS (if applicable)
 - PART 2F: MEDIATOR CERTIFICATION and
 - PART 4: MAILING CERTIFICATION
- If an agreement is reached by the parties: please ensure all applicable parts of this form are completed, including all sections indicated directly above, as well as PART 3: AGREEMENT (Sections A-G).
- Return completed Mediator Statement and Agreement within 10 days to 200 Lewis Avenue, 17th Floor, Las Vegas, NV 89101



PART 2A: SUMMARY (In this section in its entirety (PART 2A-G) the mediator will document the applicable outcomes of the mediation. All appropriate boxes should be checked in this section.)

- ☒ A Document Conference was held on 9-10-2015 (Attach Completed Document List)
- ☒ A Foreclosure Mediation was held on 11-23-2015
- ☐ A Foreclosure Mediation was not held (Check All That Apply):
- ☐ Homeowner requested to withdraw from mediation
 - ☐ Homeowner in active bankruptcy
 - ☐ Non-eligible property
- ☐ Parties resolved prior to mediation (Complete Part 3: AGREEMENT SECTION G)

PART 2B: DISPOSITION (MEDIATOR MUST CHECK ONE BOX BELOW)

- ☒ The parties were unable to agree to a loan modification or make other arrangements and the mediation is terminated.
- ☐ The parties resolved this matter. If marked, also complete PART 3: MEDIATION AGREEMENT.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID #	400014
APN	047-072-03
TS#	11-41203-WF-NV
County	WASHOE

PART 2C: HOMEOWNER (GRANTOR) PARTICIPATION

- ☐ Homeowner (Grantor) failed to attend the mediation.
- ☐ Homeowner (Grantor) failed to exchange required documents.

COMMENTS

Beneficiary provided documents supporting a chain of title this Mediator found complete. Homeowner's counsel submitted a purportedly "fugitive document"/assignment from a previous mediation. What the parties failed to realize was that the assignment the homeowners submitted was one of the exact same assignments the beneficiary submitted. Both assignments were certified copies from the Washoe County Recorder's Office. The beneficiary's copy was certified on October 28, 2013. The homeowner's copy was certified on March 5, 2013. The date of the assignment was July 28, 2011. To each assignment was attached a, "CERTIFICATION OF LOAN DOCUMENTS FOR NEVADA FORECLOSURE MEDIATION". Each of these documents was signed by a different person.

This mediator believes there is no consequence to the assignment submitted by the homeowners.

PART 2D: BENEFICIARY (LENDER) PARTICIPATION

*If any item is checked below, the mediator may recommend sanctions.
(Determine specific sanction recommendations with particularity in Part 2E).*

- ☐ Beneficiary (Lender), and/or its Representative, failed to attend the mediation. (NRS 107.086(6); FMP Rule 11(1)(a))
- ☐ Beneficiary (Lender), and/or its Representative, failed to demonstrate authority, or provide access to a person with authority, to negotiate a loan modification. (NRS 107.086(5); FMP Rule 11(1)(a))
- ☐ Beneficiary (Lender), and/or its Representative, failed to participate in good faith. (NRS 107.086(6))

Beneficiary (Lender), and/or its Representative, failed to bring to mediation each document required. (NRS 107.086(5); FMP Rule 12(7)) (Check All Missing or Incomplete Documents).

- ☐ An original or certified copy of the mortgage note, or judicial order pursuant to NRS 104.3309.
- ☐ A certification with an original signature of each endorsement and/or assignment of the mortgage note, or judicial order pursuant to NRS 104.3309.
- ☐ An original or certified copy of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
- ☐ A certification with an original signature of each assignment of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
- ☐ Appraisal or Broker Price Opinion (BPO) in accordance with NRS 645.2515 dated not more than 60 days prior to the date of the scheduled mediation.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID # 400014
APN 047-072-03
TS# 11-41203-WF-NV
County WASHOE

PART 2E: SPECIFIC RECOMMENDATION(S) FOR SANCTIONS (In this section mediators must state with particularity the lender's (beneficiary's) conduct and specific reason(s) for recommending sanctions.)

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID #	400014
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County	WASHOE

PART 2F: MEDIATOR CERTIFICATION

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate record of the proceedings as required by NRS Chapter 107.

DATED this 4TH day of JANUARY, 2016.

Mediator Signature: Gayle Holderer

Print Name: GAYLE HOLDERER

STATE OF NEVADA
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County WASHOE

All documents and discussions presented during the mediation are confidential except in an action for Judicial Review as set forth in the applicable State of Nevada Foreclosure Mediation Rules and NRS Chapter 107.

PART 3: AGREEMENT (Sections A-G) This section outlines the detailed agreement between the grantor and the beneficiary. The mediator will complete all sections that apply.

THE PARTIES AGREED TO THE FOLLOWING (Please Choose Either A or B and check all that apply):

A. RETAIN THE HOME

- ☐ 1. Reinstatement
- ☐ 2. Repayment Plan
- ☐ 3. Extension
- ☐ 4. ARM to Fixed Rate
- ☐ 5. Amortization Extended
- ☐ 6. Interest Rate Reduction
- ☐ 7. Principal Forbearance
- ☐ 8. Other Forbearance
- ☐ 9. Principal Reduction
- ☐ 10. Refinance
- ☐ 11. Temporary Modification
Expiration Date: _____
- ☐ 12. Permanent Modification
- ☐ 13. Short payoff: \$ _____
When: _____
Conditions: _____
- ☐ 14. Gov't. Program: _____

B. RELINQUISH THE HOME

- ☐ 1. Deed in Lieu of Foreclosure
- ☐ 2. Voluntary Surrender
- ☐ 3. Cash for Keys \$ _____
- ☐ 4. Gov't. Program: _____
- ☐ 5. Other Forbearance
- ☐ 6. Short Sale
Estimated Short Sale Value: _____
Listed By Date: _____
Listing Period: From _____ to _____
Listing Price: _____
Beneficiary Offer Acceptance By Date: _____
Maximum Escrow Period: _____
- ☐ 7. Waiver of Deficiency: ☐ Yes ☐ No
- ☐ 8. Vacate Date: _____
- ☐ 9. Certificate Date: _____

Comments: _____

C. DETAILS

- ☐ Beneficiary will report the loan as paid in current status effective as of: _____
- ☐ Treatment of arrearages: _____
- ☐ Waiver of Fees and Penalties: _____
- ☐ Rescind Notice of Default effective as of: _____

D. THE FOLLOWING TERMS REMAIN UNCHANGED (Please check all that apply.)

- ☐ The balance due as shown on beneficiary's books, which is _____
- ☐ The interest rate stated in the original note, which is _____
- ☐ The loan term stated in the original note, which is _____

STATE OF NEVADA
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E. LOAN MODIFICATION (Please complete all that apply)

	Temporary Modification	Permanent Modification												
1. Loan Balance	Total loan balance shall be modified to \$ _____ Effective date: _____	Total loan balance shall be modified to: \$ _____ Effective date: _____												
2. Interest Rate	Period 1 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months *	Period 1 a. Interest rate will be modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be modified to ____% b. Effective as of _____ c. For the Period of _____ months *												
3. Loan Term	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____												
4. Payment	Resulting initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____	Resulting initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____												
5. Fees & Costs	The aforementioned loan balance includes fees & costs for temporary and permanent modifications as follows: <table border="1"> <thead> <tr> <th>Incurring</th> <th>Waived</th> </tr> </thead> <tbody> <tr> <td>Interest \$ _____</td> <td>Interest \$ _____</td> </tr> <tr> <td>Costs \$ _____</td> <td>Costs \$ _____</td> </tr> <tr> <td>Fees \$ _____</td> <td>Fees \$ _____</td> </tr> <tr> <td>Other \$ _____</td> <td>Other \$ _____</td> </tr> <tr> <td>TOTAL: \$ _____</td> <td>TOTAL: \$ _____</td> </tr> </tbody> </table>		Incurring	Waived	Interest \$ _____	Interest \$ _____	Costs \$ _____	Costs \$ _____	Fees \$ _____	Fees \$ _____	Other \$ _____	Other \$ _____	TOTAL: \$ _____	TOTAL: \$ _____
Incurring	Waived													
Interest \$ _____	Interest \$ _____													
Costs \$ _____	Costs \$ _____													
Fees \$ _____	Fees \$ _____													
Other \$ _____	Other \$ _____													
TOTAL: \$ _____	TOTAL: \$ _____													

Comments:

*If additional Periods agreed upon by the parties, please indicate on a separate sheet and attached hereto.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID #	400014
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County	WASHOE

F. DEFICIENCY & TAX LIABILITY

Please be advised that the mediator is not permitted to provide any legal or tax advice to the parties on any issues related to the mediation or the terms of any potential settlement agreement. It is suggested that the parties contact a licensed professional of their choice for legal or tax advice related to this mediation and any potential settlement.

1. Deficiency:

- ☐ The settlement agreement will include a provision waiving any deficiency resulting from recovery by the Trustee/Beneficiary of less than the full amount the Trustee/Beneficiary claims now to be due on the loan.

Comments:

2. Other deficiency and/or tax liability terms not mentioned above:

- ☐ Additional terms, details are as follows:

3. Is this agreement contingent upon the signing of other documents and/or forms (i.e., updated financial information; tax returns, divorce decree, etc.)?

- ☐ If yes, provide a detailed list and/or attach:

G. SETTLEMENT/RESOLUTION BEFORE MEDIATION

The parties reached a settlement and/or resolution prior to the scheduled mediation.

- ☐ Copy of signed Settlement/Resolution Agreement attached. (Attach Signed Agreement)
- ☐ Settlement/Resolution Agreement memorialized at mediation as reflected in the Mediator Statement.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID #	400014
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H. SIGNATURE OF PARTIES

IN WITNESS WHEREOF, each of the participants in this mediation has executed this mediation agreement on the date set forth. The parties agree to separately prepare and execute the documents necessary to accomplish the terms of this agreement.

Date _____	Homeowner (Grantor)
Date _____	Homeowner (Grantor)
Date _____	Homeowner's Attorney/Representative
Date _____	Lender (Beneficiary)
Date _____	Lender's Attorney/Representative
Date _____	Other (Please specify relationship to Lender or Homeowner)
Date _____	Other (Please specify relationship to Lender or Homeowner)

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
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County WASHOE

PART 4: MAILING/EMAIL/HAND DELIVERY CERTIFICATION (CHECK ONE BOX BELOW TO INDICATE METHOD OF DELIVERY)

I hereby certify that I delivered this Mediator Statement on the 6TH day of JANUARY, 2016, by delivering true and correct copies, addressed to the Foreclosure Mediation Program, by ☒ U.S. Mail, postage prepaid, or ☐ Email, or ☐ Hand Delivery:

Foreclosure Mediation Program
200 Lewis Avenue, 17th Floor
Las Vegas, NV 89101

Signature: Gayle Holderer
Print Name: GAYLE HOLDERER
Title: MEDIATOR



STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION STATEMENT AND AGREEMENT

Trustee ID # 400014
APN 047-072-03
TS# 11-71203-WF-IVV
County WASHOE

RECEIVED

JAN 14 2015

STATE OF NEVADA
FORECLOSURE MEDIATION

PART 1: SIGN-IN SHEET DATE: <u>11-23-2015</u>	
Mediator:	Name: <u>GAYLE HOLDERER</u> <small>Print</small> Contact Info.: <u>gaylestanoe@yahoo.com</u> <u>(775) 772-4648</u> <small>Email</small> <small>Telephone #</small>
Homeowner(s) (Grantor):	Name: <u>Mark Rabin</u> <u>Ulan Rabin</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>Ulan@rabin.net</u> <u>775-745-7520</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Homeowner(s) (Grantor):	Name: <u>Nelly Rabin</u> <u>Yury Rabin</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>Nelly Rabin</u> <u>775-745-7920</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Homeowner Atty. or Rep:	Name: <u>Greg Hall</u> <u>Ami Hall</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>gihlaw@eschelon.com</u> <u>775-348-7011</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Beneficiary (Person With Authority):	Name: <u>Chris Kidd</u> <u>(855) 601-9844</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>Mediation Underwriter</u> <u>Ext 42993</u> <small>Email</small> <small>Telephone #</small> Participated: <input type="checkbox"/> In Person <input checked="" type="checkbox"/> By Telephone
Lender Atty. or Rep:	Name: <u>Sarah Carrasco</u> <u>8Canasco</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>sarah@sarascarrascalaw.com</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Other:	Name: _____ <small>Print</small> <small>Signature</small> Contact Info.: _____ <small>Email</small> <small>Telephone #</small> Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone

If needed, a separate sheet may be utilized for additional attendees.

The attending parties are signing this sheet only to memorialize their presence at the mediation. If an agreement is reached, the parties will be requested by the mediator to execute the agreement section of this Mediator Statement, which will outline the basic terms agreed upon at mediation. Neither the mediator nor the mediation administrator may be compelled to testify in any subsequent proceedings regarding the contents of an agreement.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

Required Documents for Mediation

Trustee: Complete the Top Section and provide the mailing addresses for the Mediator and the Beneficiary below. Check all documents below that apply.

ASSESSOR PARCEL NUMBER (APN) 047-072-03

TS # 11-41203-WF-NV

Loan # 0141049098

RADOW, KELLEY

Homeowner's Last Name, Homeowner's First Name

DoT Doc # 3132996

Book # _____ Page # _____

RADOW, MARC

Co-Owner's Last Name, Co-Owner's First Name

Inst # _____

Property Address 1900 JOY LAKE ROAD, RENO NV 89511

County in which Property is located

Washoe

Trustee National Default Servicing Corporation

Beneficiary U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1

Homeowner: The beneficiary of the deed of trust requires all of the documents checked below to determine your eligibility for a loan modification, short sale, or other alternative to foreclosure. Please forward a copy of this form and copies of each document to the following addresses within 15 days:

Mediators Name: Gayle Holderer
Mailing Address: 75 Court Street, Reno, NV

Beneficiary Name: U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1
Mailing Address: 7720 N. 16th Street, Ste 300, Phoenix, AZ 85020

The following forms can be found at <http://foreclosure.nevadajudiciary.us/index.php/documents-and-forms/>

☒ Request for Modification Affidavit (RMA):

Must be completed, signed and dated by borrower(s) on loan.

☒ Tax Form 4506-T or ☐ Tax Form 4506T-EZ:

Must be completed, signed and dated by borrower(s) on loan.

☒ Uniform Borrower Assistance Form (Form710):

Must be completed, signed and dated by borrower(s) on loan.

☒ DODD-FRANK Certification Form:

Must be completed and signed by borrower(s) on the loan.

☒ Borrower Financial Statement:

Must be completed, signed and dated by borrower(s) on loan.

☒ Third Party Authorization Form: (If applicable)

Must be completed and signed by borrower(s) on the loan.

☒ Proof of Income (all borrower(s) on loan):

Copy of your 4 most recent pay stubs detailing year-to-date earnings, hourly and salary wages.

Award letters for any income benefits, pension, retirement, unemployment and two corresponding bank statement deposits.

If self-employed, provide a borrower signed Profit and Loss statement (P&L) for the last quarter.

Documentation and Letter of Explanation (LOE) for any other income.

☒ Household Expenses (all borrower(s) on loan):

Complete average monthly breakdown of all household expenses and credit obligations.

☒ Hardship Letter (signed and dated by borrower(s) on loan):

A signed letter explaining the reason for your hardship and your intention regarding the property.

☒ Tax Returns (all borrower(s) on loan):

Signed tax returns including all schedules for the past two (2) years.

☒ Bank Statements (all borrower(s) on loan):

Most recent 2 months of banks statements including all pages; must include beginning and ending balance and all customer information.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

Required Documents for Mediation (Cont.)

- ☒ **Utility Bill:** (If applicable)
Current utility bill showing the homeowner name and property address (gas, electric, water).
- ☒ **Military Service Orders:** (If applicable)
Provide a copy of the notice that you have been called to active duty and a copy of the orders from the military service notifying you of your activation. Applies to active service members under the protection of the Servicemembers Civil Relief Act.
- ☒ **Rental Income:** (If applicable)
Rental Lease(s) and proof from tax return Schedule E, two bank statements showing rent deposited.
- ☒ **Contribution Income:** (If applicable)
Signed and dated letter of contribution, and two bank statements showing regular deposits.
- ☒ **Misc. Income:** (If applicable)
Income statements and bank statements showing regular deposits.
- ☒ **Letters of Explanation (LOE):** (If applicable)
Homeowner statements explaining any out of the ordinary circumstances.
- ☒ **HOA Bill:** (If applicable)
Letter, bill or coupon with HOA contact information and property address showing current on all HOA assessments.
- ☒ **Divorce Decree and/or Separation Documentation (all borrower(s) on loan):** (If applicable)
*Provide divorce decree, separation agreement or other agreement filed with the court.
Provide supporting documentation stating when any child support or alimony income starts and ends. Provide at least _ months of bank statements showing divorce income deposits.
Provide, if applicable, quick claim deed showing co-borrower no longer obligated to pay.*
- ☒ **Bankruptcy:** (If applicable)
Provide bankruptcy discharge or dismissal paperwork, or statement from attorney giving beneficiary permission to speak directly to the borrower, if active.
- ☒ **Death Certificate:** (If applicable)
Provide death certificate if a co-borrower on the subject loan is deceased.
- ☒ **Other:** (If applicable) _____

**For Mediator
Use Only**

Document Conference Held On: _____

Comments: _____

**STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM**

FMP MAILING CERTIFICATION

APN: 047-072-03

I hereby certify that I served this Mediator Statement by Email on the 13 day of January, 2016, or by U.S. Mail, first class postage prepaid, on the 15 day of January, 2016 by serving true and correct copies, addressed from the Foreclosure Mediation Program to the following:

Homeowner (Grantor)

Kelley L. Radow
1900 Joy Lake Rd
Reno, NV 89511
kelley@radow.net

Trustee's Attorney/Representative

Ivan Mora
7720 N 16th St Suite 300
Phoenix, AZ 85020
imora@ndscorp.com

Homeowner (Grantor)

Marc E Radow
1900 Joy Lake Rd
Reno, NV 89511
marc@radow.net

Trustee's Attorney/Representative

Sarah V Carrasco Esq.
3495 Lakeside Drive #251
Reno, NV 89509
sarah@sarahcarrascalaw.com

Trustee

National Default Servicing Corporation
ATTN: Althea Wright
7720 N 16th St, Ste 300
Phoenix, AZ 85020
mediations@ndscorp.com

Lender (Person With Authority)

U.S. Bank
7720 N 16TH ST SUITE 300
PHOENIX, AZ 85020

Homeowner's Attorney/Representative

Gregory J Hall Esq.
305 S. Arlington Avenue
Reno, NV 89501
tjhlaw@eschelon.com



Verise V. Campbell
Deputy Director

Exhibit 10

Exhibit 10

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Wells Fargo Home Mortgage Inc
3476 Stateview Boulevard, MAC #X7801-014
Fort Mill SC 29715

T&B NO.: 11-70644

APN: 047-072-03

CORPORATION ASSIGNMENT OF DEED OF TRUST

For Value Received, Wells Fargo Bank, N.A. hereby grants, assigns and transfers to US Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association as Trustee for Wells Fargo Asset Securites Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1 all beneficial interest under that certain Deed of Trust dated 11/15/2004 executed by Kelley L. Radow and Marc E. Radow, husband and wife as joint tenants (Trustor), to United Title of Nevada (Trustee) and recorded on 11/23/2004 as DOC # 3132996 in Washoe County, NV describing the land therein:

AS PER DEED OF TRUST MENTIONED ABOVE.

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust

Date: March 24, 2011

Wells Fargo Bank, N.A.

[Signature]
By: Michael Snively

It's: VP Loan Documentation

STATE OF Minnesota

COUNTY OF Dakota

On March 24, 2011, before me, Tae Hoony Chin, a Notary Public for said State, personally appeared Michael Snively, personally known to me (or proved to me on the basis of satisfactory evidence) to be the VP Loan Documentation for Wells Fargo Bank, N.A. 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.

WITNESS my hand and official seal.

Signature [Signature]



FILED
Electronically
CV19-01604
2019-12-16 03:56:31 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7640906 : yyiloria

Exhibit 11

Exhibit 11

1 3975
2 LINDA J. LINTON, ESQ., Foreclosure Mediator
3 6900 S McCarran Blvd., Suite 2040
4 Reno, NV 89509
5 Telephone: (775) 333-0881
6 Facsimile: (775) 333-0877
7 llinton@lintonlegal.com
8 Foreclosure Mediator

6 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
7 **IN AND FOR THE COUNTY OF WASHOE**

8 Mark E. Radow and Kelley L. Radow,
9 husband and wife,

10 Petitioners,

CASE NO. CV19-01257

11 vs.

Dept No. 1

12 U.S. Bank National Association, trustee
13 and successor in interest to Wachovia
14 Bank, National Association as Trustee for
15 Wells Fargo Asset Securities Corporation,
16 Mortgage Pass-Through Certificates,
17 Series 2005-AR1,

18 Respondents.

19 **MEDIATOR'S STATEMENT**

20 Homeowners' Last Name: Radow Homeowners' First Names: Mark E. and Kelley L.

21 Property Street Address: 1900 Joy Lake Road, Reno, Nevada

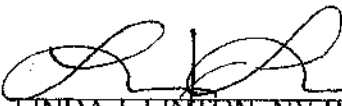
22 The following is the Mediator's Statement with respect to this action. Mediator was
23 assigned the matter for mediation and engaged in document and status conferences with the
24 parties' counsel both verbally and in writing. The mediation did not result in an agreement.

25 Please see the remainder of the Mediator's Statement following.

26 **AFFIRMATION** (Pursuant to NRS 239B.030)

27 The undersigned does hereby affirm that the preceding document filed in District Court
28 does not contain personal information of any person.

Dated: December 5, 2019.


LINDA J. LINTON, NV Bar #5408
Nevada Foreclosure Mediator
6900 S McCarran Blvd, Suite 2040
Reno, NV 89509
Tel: 775-333-0881; Fax: 775-333-0877

PART 1: SIGN-IN SHEET **DATE:** 11-25-2019

Mediator:	Name: <u>Linda V Linton</u> <small>Print</small> Contact Info.: <u>linton@lintonlegal.com</u> <u>775-848-4923</u> <small>Email</small> <small>Telephone #</small>
Homeowner(s) (Grantor):	Name: <u>Marc Radow</u> <u>Marc Radow</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>Marc@Radow.net</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Homeowner(s) (Grantor):	Name: <u>Kelley Radow</u> <u>Kelley Radow</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>Kelley@radow.net</u> <u>745-7920</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Homeowner Atty. or Rep: <u>9528</u> <small>NV Bar/NRS 645F License #</small>	Name: <u>Theodore Chrissinger</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>TChrissinger@nevada law.com</u> <u>786-8000</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Beneficiary (Person With Authority): <u>Wells Fargo</u>	Name: <u>Angela Holley</u> <u>Angela Holley, AVP</u> <small>Print</small> <small>Signature</small> Contact Info.: _____ <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Lender Atty. or Rep: <u>11731</u> <small>NV Bar/NRS 645F License #</small>	Name: <u>Ace Van Patten</u> <u>A. Van Patten</u> <small>Print</small> <small>Signature</small> Contact Info.: <u>avp@tblaw.com</u> <u>702-258-8200</u> <small>Email</small> <small>Telephone #</small> Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone
Other:	Name: _____ <small>Print</small> <small>Signature</small> Contact Info.: _____ <small>Email</small> <small>Telephone #</small> Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone

If needed, a separate sheet may be utilized for additional attendees.

The attending parties are signing this sheet only to memorialize their presence at the mediation. If an agreement is reached, the parties will be requested by the mediator to execute the agreement section of this Mediator Statement, which will outline the basic terms agreed upon at mediation. The mediator may not be compelled to testify in any subsequent proceedings regarding the contents of an agreement.

PART 2A: SUMMARY (In this section in its entirety (PART 2A-G) the mediator will document the applicable outcomes of the mediation. All appropriate boxes should be checked in this section.)

☒ A Document Conference was held on 9-17-2019 (Attach Completed Document List)

☒ A Foreclosure Mediation was held on 11-25-2019

☐ A Foreclosure Mediation was **not** held (Check All That Apply):

☐ Homeowner requested to withdraw from mediation

☐ Homeowner in active bankruptcy

☐ Non-eligible property

☐ Parties resolved prior to mediation (Complete Part 3: AGREEMENT SECTION G)

PART 2B: DISPOSITION (MEDIATOR MUST CHECK ONE BOX BELOW)

☒ The parties were unable to agree to a loan modification or make other arrangements and the mediation is terminated.

☐ The parties resolved this matter. If marked, also complete **PART 3: MEDIATION AGREEMENT**.

PART 2C: HOMEOWNER (GRANTOR) PARTICIPATION

☐ Homeowner (Grantor) failed to attend the mediation.

☒ Homeowner (Grantor) failed to exchange ^{all} required documents.

COMMENTS

see attached Continuation of Parts 2C and 2E

Linda Linton

From: Jessica Brown <JBrown@tblaw.com>
Sent: Tuesday, September 17, 2019 3:16 PM
To: Linda Linton; Ace Van Patten; 'Theodore Chrissinger'
Cc: 'Michael Kimmel'; linhuntress007@gmail.com
Subject: RE: Radow v. US Bank National, et al CV19-01604
Attachments: 2019version4506-T.PDF; mortgage-assistance-core.pdf

Hello,

I have included in attachments the documents that need to be sent in for the upcoming mediation. Please submit these documents as soon as possible, as I still need to submit them to the beneficiary for the retention/liquidation review. Please do not hesitate to contact me for any questions. Please send the financial packet via email, fax, or mail by **10/01/2019**

Here is the list of documents that will be needed for a loss mitigation review:

- **Request for Modification Affidavit (RMA):**
 - *Must be completed, signed and dated by borrower(s) on loan.*
- **Borrower Financial Statement:**
 - *Must be completed, signed and dated by borrower(s) on loan.*
- **Tax Form 4506-T or Tax Form 4506T-EZ:**
 - *Must be completed, signed and dated by borrower(s) on loan.*
- **Third Party Authorization Form: (If applicable)**
 - *Must be completed and signed by borrower(s) on the loan.*
- **Proof of income (all borrower(s) on loan):**
 - *Copy of your 4 most recent pay stubs detailing year-to-date earnings, hourly and salary wages. Award letters for any income benefits, pension, retirement, unemployment and two corresponding bank statement deposits. If self-employed, provide a borrower signed Profit and Loss statement (P&L) for the last quarter. Documentation and Letter of Explanation (LOE) for any other income.*
- **Household Expenses (all borrower(s) on loan):**
 - *Complete average monthly breakdown of all household expenses and credit obligations.*
- **Hardship Letter (signed and dated by borrower(s) on loan):**
 - *A signed letter explaining the reason for your hardship and your intention regarding the property.*
- **Tax Returns (all borrower(s) on loan):**
 - *Signed tax returns including all schedules for the past two (2) years.*
- **Bank Statements (all borrower(s) on loan):**
 - *Most recent 2 months of banks statements including all pages; must include beginning and ending balance and all customer information.*
- **Utility Bill: (If applicable)**
 - *Current utility bill showing the homeowner name and property address (gas, electric, water).*
- **Military Service Orders: (If applicable)**
 - *Provide a copy of the notice that you have been called to active duty and a copy of the orders from the military service notifying you of your activation. Applies to active service members under the protection of the Servicemembers Civil Relief Act.*
- **Rental Income: (If applicable)**
 - *Rental Lease(s) and proof from tax return Schedule E, two bank statements showing rent deposited.*
- **Contribution Income: (If applicable)**
 - *Signed and dated letter of contribution, and two bank statements showing regular deposits.*
- **Misc. Income: (If applicable)**
 - *Income statements and bank statements showing regular deposits.*
- **Letters of Explanation (LOE): (If applicable)**

- Homeowner statements explaining any out of the ordinary circumstances.
- **HOA Bill:** (If applicable)
 - Letter, bill or coupon with HOA contact information and property address showing current on all HOA assessments.
- **Divorce Decree and/or Separation Documentation (all borrower(s) on loan):** (If applicable)
 - Provide divorce decree, separation agreement or other agreement filed with the court.
 - Provide supporting documentation stating when any child support or alimony income starts and ends. Provide at least months of bank statements showing divorce income deposits.
 - Provide, if applicable, quick claim deed showing co-borrower no longer obligated to pay.
- **Bankruptcy:** (If applicable)
 - Provide bankruptcy discharge or dismissal paperwork, or statement from attorney giving beneficiary permission to speak directly to the borrower, if active.
- **Death Certificate:** (If applicable)
 - Provide death certificate if a co-borrower on the subject loan is deceased.

If the borrower is seeking a Short Sale, please send me an email to notify me and submit the following documents before the deadline: Listing agreement, Purchase agreement, Prelim HUD matching current offer, Hardship letter signed and dated, Financial worksheet signed and dated within the past 90 days, Pay stubs dated within the past 90 days or the most recent 3 months of a P&L for the seller(s) is self employed., 2 years for Tax Returns (2017 and 2016 [if 2017 not filed, please submit extension]), 60 days of most recent bank statements (continuous), Buyers Approval Letter or Proof of Funds and Authorization for Short Sale Rep to speak to Authorized 3rd Party and the attorney on the file.

Timeline for document exchange...

1. The homeowner shall use his or her best effort to submit the required documents....within **15 days**.
2. Upon receipt of the homeowner's initial submission of docs, the beneficiary shall have **15 days** to request addition or corrected docs.
3. The homeowner shall have then **15 days** from the date the letter is received to submit the additional or corrected docs.
4. Within **5 days** of receipt of the additional or corrected docs, the beneficiary of the deed of trust may request clarification regarding the submitted documents.

The homeowner will have **5 days** to provide the beneficiary of the deed of trust with clarification.

Thank you

Jessica Brown | Supervisor- Mediations, Referrals, Property Registrations | 602.412. 5055



7720 N. 16th Street, Suite 300 | Phoenix, AZ 85020
 P 602.412.5055 | F 602.914.7296
jbrown@tblaw.com | [Website](#)
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PART 2D: BENEFICIARY (LENDER) PARTICIPATION

*If any item is checked below, the mediator may recommend sanctions.
(Determine specific sanction recommendations with particularity in Part 2E).*

- ☐ Beneficiary (Lender), and/or its Representative, failed to attend the mediation. NFMR 11(1)(a).
 - ☐ Beneficiary (Lender), and/or its Representative, failed to demonstrate authority, or provide access to a person with authority, to negotiate a loan modification. NFMR 11(1)(a).
 - ☐ Beneficiary (Lender), and/or its Representative, failed to participate in good faith.
- Beneficiary (Lender), and/or its Representative, failed to bring to mediation each document required. NFMR 12(7). (Check All Missing or Incomplete Documents).
- ☐ An original or certified copy of the mortgage note, or judicial order pursuant to NRS 104.3309.
 - ☐ A certification with an original signature of each endorsement and/or assignment of the mortgage note, or judicial order pursuant to NRS 104.3309.
 - ☐ An original or certified copy of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
 - ☒ A certification with an original signature of each assignment of the deed of trust (DOT), or judicial order pursuant to NRS 104.3309.
 - ☐ Appraisal or Broker Price Opinion (BPO) in accordance with NRS 645.2515 dated not more than 60 days prior to the date of the scheduled mediation.
 - ☐ Short Sale document in accordance with the Nevada Foreclosure Mediation Rules.

PART 2E: SPECIFIC RECOMMENDATION(S) FOR SANCTIONS (In this section mediators must state with particularity the participant's conduct and specific reason(s) for recommending sanctions.)

see attached Continuation of Parts 2C and 2E

CONTINUATION OF PARTS 2C AND 2E:

Both parties were represented by counsel. Both parties did not provide “some” documents. See some of the exchange by counsel during the document production phase normally required by Petitioners attached as Exhibit 1.

Petitioners argued that under the Homeowners’ Bill of Rights, they must be offered a retention option. Respondent responded that retention was not an option and that even if the Petitioners did have income sufficient to fall into a retention option, they could not qualify for a proprietary modification due to the length of time (10 years) they had been delinquent. Respondent also stated it could not change its proprietary modification rules for this one home/couple because it would change the procedure for the other 6,000 (example) borrowers. Petitioners argued they were delinquent for 10 years because they had five prior foreclosure mediations wherein a certificate never issued. Petitioners state the delinquency occurred in 2009, the first year they mediated. Mediator does not believe it is her duty to determine whether this fact is true for this mediation. Petitioners also stated they did not produce all financial information as they were advised they would not be offered a loan modification or any other retention option. Respondent appeared to have no intent on providing a loan modification at any time during mediation due to its “proprietary modification” rules, based on the 10-year delinquent status of Petitioners. Petitioners did not produce every financial document (See Exhibit 1). Petitioners claim they did not produce all financial documents because it would have had no bearing on the Respondent providing a loan modification, which ended up being true. FMR 13(1)-(6) require Petitioners and Respondent to have a discussion regarding actual necessity for documents, which occurred, albeit untimely by both parties pursuant to FMR 13(1)-(6). See Exhibit 1.

Despite four hours of negotiations, the mediation did not result in an agreement. Mediator advised parties prior to and at the mediation that each party must comply with the FMR for this mediation despite what occurred in past mediations. The goal of the mediation and the requirements under the Foreclosure Mediation is to bring the trust-deed beneficiary and the homeowner together to participate in a meaningful negotiation. Holt v. Regional Trustee Services Corp., 127 Nev. _____, 266 P.3d 602 at 607 (2011).

After the parties being advised that Mediator would not take into consideration specific decisions made in prior mediations, and despite four hours of negotiation, Mediator finds that under the obligation of the parties to mediate in good faith, Mediator finds that although both parties did not produce all documents, they participated in good faith with the Respondent offering alternatives to foreclosure other than a retention option. Petitioners failure’ to produce some documents did not harm negotiations.

The assignment of the deed of trust dated March 24, 2011, (Exhibit 2) which was not recorded and not produced by Respondent either 10 days before the mediation or at the mediation and the assignment of the deed of trust dated July 28, 2011, (Exhibit 3) and recorded July 24, 2012, nearly one year later - which was produced - were nearly identical with the latter having a typographical error corrected for the word “Securities.” The trustee’s numbers were different but not included in the “body” of the assignment. Petitioners claim that Respondent did not comply

with FMR 13(8) because Respondent did not produce a copy of each assignment of the deed of trust. This claim became an issue because the one assignment which was not produced was not recorded, and Respondent claimed therefore that it was a rogue assignment. However, Petitioners argued that while Exhibit 2 was not recorded, the Respondent used the unrecorded assignment as an exhibit with the bankruptcy court in a motion to lift stay. The two assignments are attached for the Court's review relative to this Mediation Statement. Mediator must follow the statute and Foreclosure Mediation Rules, and relating to the Respondent, the statute and rules are mandatory:

NRS 107.086(5) language relating to production of documents is mandatory where mediator has underlined for emphasis: ". . . The beneficiary of the deed of trust shall bring to the mediation the original or a certified copy of the deed of trust, the mortgage note, each assignment of the deed of trust . . ." (emphasis added) FMR13(8) also requires that the beneficiary produce a copy of each assignment. NRS 107.086(6) provides in relevant part: "6. If the beneficiary of the deed of trust . . . fails to participate in the mediation in good faith or does not bring to the mediation each document required by subsection 5 . . ., the mediator shall prepare and submit to the district court a recommendation concerning the imposition of sanctions against the beneficiary of the deed of trust or the representative."

Based upon Respondent's failure to produce all assignments of the deed of trust pursuant to NRS 107.086(5), and FMR 13(6), together with the relevant certification pursuant to FMR 13(8), Mediator finds that for these reasons, she recommends imposition of a sanction that a certificate shall not issue and that Respondent shall pay for the Homeowners' costs as they relate to this mediation, along with the fee of \$200 as and for the filing fee for any further mediation.

PART 2F: MEDIATOR'S CERTIFICATION

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate record of the proceedings as required by the Nevada Mediation Foreclosure Rules.

DATED this 5th day of December, 2019.



MEDIATOR

All documents and discussions presented during the mediation are confidential except in an action for Judicial Review as set forth in the applicable State of Nevada Foreclosure Mediation Rules and NRS Chapter 107.

PART 3: AGREEMENT (Sections A-G) This section outlines the detailed agreement between the grantor and the beneficiary. The mediator will complete all sections that apply.

THE PARTIES AGREED TO THE FOLLOWING (Please Choose Either A or B and check all that apply):

A. RETAIN THE HOME

- ☐ 1. Reinstatement
- ☐ 2. Repayment Plan
- ☐ 3. Extension
- ☐ 4. ARM to Fixed Rate
- ☐ 5. Amortization Extended
- ☐ 6. Interest Rate Reduction
- ☐ 7. Principal Forbearance
- ☐ 8. Other Forbearance
- ☐ 9. Principal Reduction
- ☐ 10. Refinance
- ☐ 11. Temporary Modification
Expiration Date : _____
- ☐ 12. Permanent Modification
- ☐ 13. Short payoff: \$ _____
When: _____
Conditions: _____
- ☐ 14. Gov't. Program: _____

B. RELINQUISH THE HOME

- ☐ 1. Deed in Lieu of Foreclosure
- ☐ 2. Voluntary Surrender
- ☐ 3. Cash for Keys \$ _____
- ☐ 4. Gov't. Program: _____
- ☐ 5. Other Forbearance
- ☐ 6. Short Sale
Estimated Short Sale Value: _____
Listed By Date: _____
Listing Period: From _____ to _____
Listing Price: _____
Beneficiary Offer Acceptance By Date: _____
Maximum Escrow Period: _____
- ☐ 7. Waiver of Deficiency: ☐ Yes ☐ No
- ☐ 8. Vacate Date: _____
- ☐ 9. Certificate Date: _____

Comments: _____

C. DETAILS

- ☐ Beneficiary will report the loan as paid in current status effective as of: _____
- ☐ Treatment of arrearages: _____
- ☐ Waiver of Fees and Penalties: _____
- ☐ Rescind Notice of Default effective as of: _____

D. THE FOLLOWING TERMS REMAIN UNCHANGED (Please check all that apply.)

- ☐ The balance due as shown on beneficiary's books, which is _____
- ☐ The interest rate stated in the original note, which is _____
- ☐ The loan term stated in the original note, which is _____

E. LOAN MODIFICATION (Please complete all that apply)

	Temporary Modification	Permanent Modification												
1. Loan Balance	Total loan balance shall be modified to \$ _____ Effective date _____	Total loan balance shall be modified to: \$ _____ Effective date: _____												
2. Interest Rate	Period 1 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months *	Period 1 a. Interest rate will be modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be modified to ____% b. Effective as of _____ c. For the Period of _____ months*												
3. Loan Term	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____												
4. Payment	Resulting initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____	Resulting initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____												
5. Fees & Costs	<div style="border: 1px solid black; padding: 5px;"> The aforementioned loan balance includes fees & costs for temporary and permanent modifications as follows: </div> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Incurred</th> <th style="width: 50%;">Waived</th> </tr> </thead> <tbody> <tr> <td>Interest \$ _____</td> <td>Interest \$ _____</td> </tr> <tr> <td>Costs \$ _____</td> <td>Costs \$ _____</td> </tr> <tr> <td>Fees \$ _____</td> <td>Fees \$ _____</td> </tr> <tr> <td>Other \$ _____</td> <td>Other \$ _____</td> </tr> <tr> <td>TOTAL: \$ _____</td> <td>TOTAL: \$ _____</td> </tr> </tbody> </table>		Incurred	Waived	Interest \$ _____	Interest \$ _____	Costs \$ _____	Costs \$ _____	Fees \$ _____	Fees \$ _____	Other \$ _____	Other \$ _____	TOTAL: \$ _____	TOTAL: \$ _____
Incurred	Waived													
Interest \$ _____	Interest \$ _____													
Costs \$ _____	Costs \$ _____													
Fees \$ _____	Fees \$ _____													
Other \$ _____	Other \$ _____													
TOTAL: \$ _____	TOTAL: \$ _____													

Comments:

*If additional Periods agreed upon by the parties, please indicate on a separate sheet and attached hereto.

F. DEFICIENCY & TAX LIABILITY

Please be advised that the mediator is not permitted to provide any legal or tax advice to the parties on any issues related to the mediation or the terms of any potential settlement agreement. It is suggested that the parties contact a licensed professional of their choice for legal or tax advice related to this mediation and any potential settlement.

1. Deficiency:

- ☐ The settlement agreement will include a provision waiving any deficiency resulting from recovery by the Trustee/Beneficiary of less than the full amount the Trustee/Beneficiary claims now to be due on the loan.

Comments:

2. Other deficiency and/or tax liability terms not mentioned above:

- ☐ Additional terms, details are as follows:

3. Is this agreement contingent upon the signing of other documents and/or forms (i.e., updated financial information; tax returns, divorce decree, etc.)?

- ☐ If yes, provide a detailed list and/or attach:

G. SETTLEMENT/RESOLUTION BEFORE MEDIATION

The parties reached a settlement and/or resolution prior to the scheduled mediation.

- ☐ Copy of signed Settlement/Resolution Agreement attached. (Attach Signed Agreement)
- ☐ Settlement/Resolution Agreement memorialized at mediation as reflected in the Mediator Statement.

H. SIGNATURE OF PARTIES

IN WITNESS WHEREOF, each of the participants in this mediation has executed this mediation agreement on the date set forth. The parties agree to separately prepare and execute the documents necessary to accomplish the terms of this agreement.

Date _____

Homeowner (Grantor)

Date _____

Homeowner (Grantor)

Date _____

Homeowner's Attorney/Representative

Date _____

Lender (Beneficiary)

Date _____

Lender's Attorney/Representative

Date _____

Other (Please specify relationship to Lender or
Homeowner)

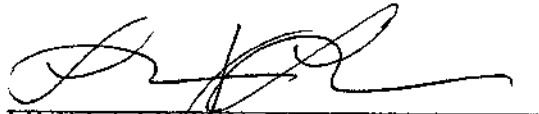
Date _____

Other (Please specify relationship to Lender or
Homeowner)

1
2 4. RECOMMENDATION:

3 The parties did not reach a settlement as a result of mediation. Based upon Respondent's failure
4 to produce all assignments of the deed of trust pursuant to NRS 107.086(5), and FMR 13(6),
5 together with the relevant certification pursuant to FMR 13(8), Mediator finds that for these
6 reasons, she recommends imposition of a sanction that a certificate shall not issue and that
7 Respondent shall pay for the Homeowners' costs as they relate to this mediation, along with the
8 fee of \$200 as and for the filing fee for any further mediation. If this Court deems proper at this
9 point, Mediator recommends Petition be dismissed.

10 Dated: December 5, 2019.

11 
12 LINDA J. LINTON, NV Bar #5408
13 Nevada Foreclosure Mediator
14 6900 S McCarran Blvd, Suite 2040
15 Reno, NV 89509
16 Tel: 775-333-0881; Fax: 775-333-0877
17
18
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28

CERTIFICATE OF SERVICE

Pursuant to NEFCR 9, NRCP 5(b) I certify that as the Foreclosure Mediator herein, on this day, electronically served, a true and correct copy of the foregoing document on all interested parties: Petitioners: tchrissinger@nevadalaw.com, mkimmel@nevadalaw.com, Respondents c/o ib@tblaw.com; AVP@tblaw.com; Home Means Nevada, Inc. info@homemnv.org by EFLEX.
Dated this 5th day of December, 2019.


L. Linton

EXHIBIT 1

EXHIBIT 1

Linda Linton

From: Theodore Chrissinger <tchrissinger@nevadalaw.com>
Sent: Thursday, November 07, 2019 2:38 PM
To: Ace Van Patten
Cc: Linda Linton; Michael Kimmel; Nicole Lane
Subject: Re: Radow v. US Bank National, et al CV19-01604
Attachments: 2019_9_Statement TD MR & JAGR.pdf; Untitled attachment 05076.htm; 2019_10_Statement TD MR & JAGR.pdf; Untitled attachment 05079.htm; 4506-T.PDF; Untitled attachment 05082.htm; Bankruptcy Discharge MR.pdf; Untitled attachment 05085.htm; Document Request Spreadsheet.pdf; Untitled attachment 05088.htm; Eagle Energy - Statement.pdf; Untitled attachment 05091.htm; Mortgage Assistance Application.PDF; Untitled attachment 05094.htm; October 15, 2019 MR USB.pdf; Untitled attachment 05097.htm; October 16, 2019 KR USB.pdf; Untitled attachment 05100.htm; Radow Financial Stmt.PDF; Untitled attachment 05103.htm; Roxi eStmt_2019-09-30.pdf; Untitled attachment 05106.htm; Roxi eStmt_2019-10-31.pdf; Untitled attachment 05109.htm; September 16, 2019 MR USB.pdf; Untitled attachment 05112.htm; September 17, 2019 KR USB.pdf; Untitled attachment 05115.htm; HCKV.jpg; Untitled attachment 05118.htm

Here are the Radows' documents. Included is a spreadsheet listing all of the documents requested by the lender, and whether those are applicable and have been provided.

These documents are all confidential and contain personal information. Please do not disclose to others.

Ted

Linda Linton

From: Theodore Chrissinger <tchrissinger@nevadalaw.com>
Sent: Thursday, November 07, 2019 10:25 AM
To: Ace Van Patten
Cc: Linda Linton; Michael Kimmel; linhuntress007@gmail.com; Bailey Ellis; Nicole Lane
Subject: Re: Radow v. US Bank National, et al CV19-01604

All:

I have spoken with my client. We believe that all previously-provided information should suffice. However, we will send you updated financials that reflect the Radow's current status. We will send back the lender's list of required information with commentary of whether each requested document is applicable or not. We will also, for simplicity, send a current balance sheet and income statement.

All of these should be sent by the end of the day. My client has been traveling for the last few weeks, so compiling this information is not a trivial task, and the 2018 tax return was not prepared until very recently.

Ted

Theodore E. Chrissinger



50 W. Liberty St., Suite 840 | Reno, Nevada 89501

(775) 786-8000 (operator) | (775) 785-3472 (direct)

Licensed in Nevada and California

On Nov 6, 2019, at 4:50 PM, Ace Van Patten <AVP@tblaw.com> wrote:

Ted,

Documents provided in previous modifications have no bearing on the borrowers' responsibilities to comply with the requirements of the program as part of the current mediation, just as my client can't rely on the mediator's statement from the last mediation finding that a certificate should issue. This is a new mediation with new obligations to provide documents placed on both parties, one of which is for the borrowers to provide financial documents under FMR 13. Moreover, the last mediation was conducted in November 2015, so the documents provided as part of that mediation would certainly be stale and need to be updated to reflect the borrowers' current financial situation. These documents are not pointless or an exercise in futility, my client cannot determine what modification programs are even available without that information, not to mention that the rules of the foreclosure program expressly provide for the same and require that they be provided. My client was requesting that information in order to complete a modification review as part of their good faith participation in this process; that is why we followed up on the status of the financial documents September 17, October 18, and October 29. From my perspective, the Borrowers have not complied with their

obligations under the program and even if the documents were provided at this point, while we would certainly provide them to our client, they are untimely for the purposes of the foreclosure mediation rules.

If you have any questions, though, or if you would otherwise like to discuss, please let me know.

Sincerely,

Ace C. Van Patten, Esq. | Associate Attorney*

<image002.jpg>

10100 W. Charleston Blvd., Ste. 220 | Las Vegas | Nevada | 89135

D 702.916.1686 | P 702.258.8200 | F 702.258.8787

avp@tblaw.com | [Website](#)

Offices: Arizona | California | Nevada | New Mexico

* Licensed in Nevada and Idaho

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From: Theodore Chrissinger [<mailto:tchrissinger@nevadalaw.com>]

Sent: Wednesday, November 06, 2019 4:02 PM

To: Nicole Lane <Nlane@tblaw.com>

Cc: Linda Linton <llinton@lintonlegal.com>; Ace Van Patten <AVP@tblaw.com>; Michael Kimmel <mkimmel@nevadalaw.com>; linhuntress007@gmail.com; Bailey Ellis <BEllis@tblaw.com>

Subject: Re: Radow v. US Bank National, et al CV19-01604

All:

I anticipate discussing with my client tomorrow. All of the information I have has already been presented to the lender as part of the four previous mediations, so the lender has those financials. At the previous mediations, my client was told that the particular investor in this loan will not do loan modifications, so putting together all of the information was an exercise in futility.

I'd like to avoid another pointless document production. Will the lender represent that it is open to negotiating, and that a loan modification or other compromise is possible? If not, I'm not sure the purpose of providing additional documentation.

Please advise.

Ted

Theodore E. Chrissinger

<image003.jpg>

50 W. Liberty St., Suite 840 | Reno, Nevada 89501

(775) 786-8000 (operator) | (775) 785-3472 (direct)

Licensed in Nevada and California

On Nov 6, 2019, at 3:57 PM, Nicole Lane <Nlane@tblaw.com> wrote:

Hi Linda,

We have not yet received the financials.

Thank you,

<image001.jpg>

Nicole L. Lane | Nevada Litigation, Mediation and Eviction Supervisor | 702.916.1430
10100 W. Charleston Blvd., Ste. 220 | Las Vegas | Nevada | 89135
P 702.258.8200 | F 702.258.8787
nlane@tblaw.com | [Website](http://tblaw.com)

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From: Linda Linton [<mailto:llinton@lintonlegal.com>]
Sent: Wednesday, November 6, 2019 10:26 AM
To: 'Theodore Chrissinger' <tchrissinger@nevadalaw.com>; Nicole Lane <Nlane@tblaw.com>
Cc: Ace Van Patten <AVP@tblaw.com>; 'Michael Kimmel' <mkimmel@nevadalaw.com>; linhuntress007@gmail.com; Bailey Ellis <BELLis@tblaw.com>
Subject: RE: Radow v. US Bank National, et al CV19-01604

Would you please send me a copy of the document exchange pursuant to the Foreclosure Mediation Rules. Thank you.

Linda J. Linton, Esq., Foreclosure Mediator
6900 S. McCarran Blvd., #2040, Reno, NV 89509
Tel - 775-333-0881
Fax - 775-333-0877
NV Cell - 775-848-4923

email: llinton@lintonlegal.com; linhuntress007@gmail.com

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From: Theodore Chrissinger [mailto:tchrissinger@nevadalaw.com]
Sent: Tuesday, October 29, 2019 10:54 AM
To: Nicole Lane
Cc: Linda Linton; Ace Van Patten; Michael Kimmel; linhuntress007@gmail.com; Bailey Ellis
Subject: Re: Radow v. US Bank National, et al CV19-01604

I have them, but I've been in depositions, including today. I need to put them all together, and I anticipate being able to do that by the end of this week.

Ted

Theodore E. Chrissinger

<image004.jpg>

50 W. Liberty St., Suite 840 | Reno, Nevada 89501
(775) 786-8000 (operator) | (775) 785-3472 (direct)
Licensed in Nevada and California

On Oct 29, 2019, at 10:52 AM, Nicole Lane <Nlane@tblaw.com> wrote:

I am following up on my email below. As of today's date, our office has not received any financial documents. Please advise.

Thank you,

<image004.jpg>

Nicole L. Lane | Nevada Litigation, Mediation and Eviction Supervisor | 702.916.1430
10100 W. Charleston Blvd., Ste. 220 | Las Vegas | Nevada | 89135
P 702.258.8200 | F 702.258.8787
nlane@tblaw.com | [Website](#)

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From: Nicole Lane
Sent: Friday, October 18, 2019 9:49 AM
To: Linda Linton <llinton@lintonlegal.com>; Ace Van Patten <AVP@tblaw.com>; 'Theodore Chrissinger' <tchrissinger@nevadalaw.com>
Cc: mkimmel@nevadalaw.com; linhuntress007@gmail.com; Bailey Ellis <BEllis@tblaw.com>
Subject: RE: Radow v. US Bank National, et al CV19-01604

Good morning,

I am following up on the initial financial request below. As of today's date, our office has not yet received any financial documents. Please advise.

Thank you,

<image003.jpg>

Nicole L. Lane | Nevada Litigation and Eviction Supervisor | 702.916.1430
10100 W. Charleston Blvd., Ste. 220 | Las Vegas | Nevada | 89135
P 702.258.8200 | F 702.258.8787
nlane@tblaw.com | [Website](http://tblaw.com)

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From: Jessica Brown

Sent: Tuesday, September 17, 2019 3:16 PM

To: Linda Linton <llinton@lintonlegal.com>; Ace Van Patten <AVP@tblaw.com>; 'Theodore Chrissinger' <tchrissinger@nevadalaw.com>

Cc: 'Michael Kimmel' <mkimmel@nevadalaw.com>; linhuntress007@gmail.com

Subject: RE: Radow v. US Bank National, et al CV19-01604

Hello,

I have included in attachments the documents that need to be sent in for the upcoming mediation. Please submit these documents as soon as possible, as I still need to submit them to the beneficiary for the retention/liquidation review. Please do not hesitate to contact me for any questions. Please send the financial packet via email, fax, or mail by 10/01/2019.

Here is the list of documents that will be needed for a loss mitigation review:

- Request for Modification Affidavit (RMA):
 - o Must be completed, signed and dated by borrower(s) on loan.
- Borrower Financial Statement:
 - o Must be completed, signed and dated by borrower(s) on loan.
- Tax Form 4506-T or Tax Form 4506T-EZ:
 - o Must be completed, signed and dated by borrower(s) on loan.
- Third Party Authorization Form: (If applicable)
 - o Must be completed and signed by borrower(s) on the loan.
- Proof of Income (all borrower(s) on loan):
 - o Copy of your 4 most recent pay stubs detailing year-to-date earnings, hourly and salary wages. Award letters for any income benefits, pension, retirement, unemployment and two corresponding bank statement deposits. If self-employed, provide a borrower signed Profit and Loss statement (P&L) for the last quarter. Documentation and Letter of Explanation (LOE) for any other income.
- Household Expenses (all borrower(s) on loan):
 - o Complete average monthly breakdown of all household expenses and credit obligations.
- Hardship Letter (signed and dated by borrower(s) on loan):

Linda Linton

From: Jessica Brown <JBrown@tblaw.com>
Sent: Tuesday, September 17, 2019 3:16 PM
To: Linda Linton; Ace Van Patten; 'Theodore Chrissinger'
Cc: 'Michael Kimmel'; linhuntress007@gmail.com
Subject: RE: Radow v. US Bank National, et al CV19-01604
Attachments: 2019version4506-T.PDF; mortgage-assistance-core.pdf

Hello,

I have included in attachments the documents that need to be sent in for the upcoming mediation. Please submit these documents as soon as possible, as I still need to submit them to the beneficiary for the retention/liquidation review. Please do not hesitate to contact me for any questions. Please send the financial packet via email, fax, or mail by **10/01/2019**

Here is the list of documents that will be needed for a loss mitigation review:

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 - *Must be completed, signed and dated by borrower(s) on loan.*
- **Borrower Financial Statement:**
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 - *Must be completed and signed by borrower(s) on the loan.*
- **Proof of Income (all borrower(s) on loan):**
 - *Copy of your 4 most recent pay stubs detailing year-to-date earnings, hourly and salary wages. Award letters for any income benefits, pension, retirement, unemployment and two corresponding bank statement deposits. If self-employed, provide a borrower signed Profit and Loss statement (P&L) for the last quarter. Documentation and Letter of Explanation (LOE) for any other income.*
- **Household Expenses (all borrower(s) on loan):**
 - *Complete average monthly breakdown of all household expenses and credit obligations.*
- **Hardship Letter (signed and dated by borrower(s) on loan):**
 - *A signed letter explaining the reason for your hardship and your intention regarding the property.*
- **Tax Returns (all borrower(s) on loan):**
 - *Signed tax returns including all schedules for the past two (2) years.*
- **Bank Statements (all borrower(s) on loan):**
 - *Most recent 2 months of banks statements including all pages; must include beginning and ending balance and all customer information.*
- **Utility Bill: (If applicable)**
 - *Current utility bill showing the homeowner name and property address (gas, electric, water).*
- **Military Service Orders: (If applicable)**
 - *Provide a copy of the notice that you have been called to active duty and a copy of the orders from the military service notifying you of your activation. Applies to active service members under the protection of the Servicemembers Civil Relief Act.*
- **Rental Income: (If applicable)**
 - *Rental Lease(s) and proof from tax return Schedule E, two bank statements showing rent deposited.*
- **Contribution Income: (If applicable)**
 - *Signed and dated letter of contribution, and two bank statements showing regular deposits.*
- **Misc. Income: (If applicable)**
 - *Income statements and bank statements showing regular deposits.*
- **Letters of Explanation (LOE): (If applicable)**

EXHIBIT 2

EXHIBIT 2

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Wells Fargo Home Mortgage Inc
3476 Stateview Boulevard, MAC #X7801-014
Fort Mill SC 29715

T&B NO.: 11-70644

APN: 047-072-03

CORPORATION ASSIGNMENT OF DEED OF TRUST

For Value Received, Wells Fargo Bank, N.A. hereby grants, assigns and transfers to US Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-ARI all beneficial interest under that certain Deed of Trust dated 11/15/2004 executed by Kelley L. Radow and Marc E. Radow, husband and wife as joint tenants (Trustor), to United Title of Nevada (Trustee) and recorded on 11/23/2004 as DOC # 3132996 in Washoe County, NV describing the land therein:

AS PER DEED OF TRUST MENTIONED ABOVE.

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust

Date: March 24, 2011

Wells Fargo Bank, N.A.

By: Michael Snively
It's: VP Loan Documentation

STATE OF Minnesota
COUNTY OF Dakota

On March 24, 2011, before me, Tae Hoony Chin, a Notary Public for said State, personally appeared Michael Snively, personally known to me (or proved to me on the basis of satisfactory evidence) to be the VP Loan Documentation for Wells Fargo Bank, N.A. 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.

WITNESS my hand and official seal.

Signature: Michael Snively



EXHIBIT 3

EXHIBIT 3

DOC #4134194

07/24/2012 09:56:54 AM
Electronic Recording Requested By
LSI TITLE AGENCY INC
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$14.00 RPTT: \$0
Page 1 of 1

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Wells Fargo Home Mortgage Inc
3476 Stateview Boulevard, MAC #X7801-014
Port Mill SC 29715
NDSC 41203
NO. 11-40644
APN: 047-072-03

110307257

CORPORATION ASSIGNMENT OF DEED OF TRUST

For Value Received, Wells Fargo Bank, N.A. hereby grants, assigns and transfers to US Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association as Trustee for Wells Fargo Asset ~~Securities~~ Corporation, Mortgage Pass-Through Certificates, Series 2005-AR1 all beneficial interest under that certain Deed of Trust dated 11/15/2004 executed by Kelley L. Radow and Marc E. Radow, husband and wife as joint tenants, (Trustor), to United Title of Nevada (Trustee) and recorded on 11/23/2004 as DOC # 3132996 in Washoe County, NV describing the land therein:

* SECURITIES

AS PER DEED OF TRUST MENTIONED ABOVE.

Together with the Obligation(s) therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust

Date: July 18, 2011

Wells Fargo Bank, N.A.

By: [Signature]
It's: Vice President Loan Documentation

STATE OF Minnesota
COUNTY OF Dakota

On July 28, 2011, before me, Julie Ann Prieto, a Notary Public for said State, personally appeared Samuel Kremer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President Loan Documentation for Wells Fargo Bank, N.A. 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.

WITNESS my hand and official seal.

Signature: Julie Ann Prieto



CERTIFICATION OF LOAN DOCUMENTS FOR MEDIATION

Name: Fatuma Bare
Title: Vice President Loan Documentation

Company: Wells Fargo Bank, N.A.
Address: 1000 Blue Gentian Rd, Eagan, MN 55121

Fatuma Bare, the undersigned, am a duly authorized representative of the beneficiary and am authorized to execute this certification of documents on its behalf. Based on business records, I have personal knowledge of the facts contained within this declaration and, if called as a witness, could and would competently testify to them.

I certify that the attached documents referenced below are true and correct copies of the original documents in my actual possession.

- ☐ Note
☐ Endorsements and/or assignments to the Note
☐ Deed of Trust
☒ Assignment of the Deed of Trust
☐ _____

Borrower(s): Radow, Kelley L.
Radow, Marc E.

Loan #: 708-0141049098

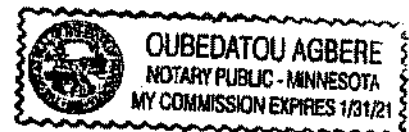
Property Address: 1900 Joy Lake Road, Reno, NV 89511

By: Fatuma Bare

Date: 10-15-2019

State of Minnesota)

County of DAKOTA)



Sworn and subscribed to before me on 10-15-2019 (date).

[Signature] (signature of notary)

TRUE AND CERTIFIED COPY

0141049098

DOC # 3132997

11/23/2004 04:37P Fee:43.00

BK1

Requested By

FOUNDERS TITLE COMPANY OF NEVADA

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 1 of 5 RPTT 0.00



APN # 047-072-03

Recording Requested by:

Name Founders Title of Nevada

6225 Neil Road, Suite 100

Reno, NV 89511

Address (775) 323-8181

City/State/Zip

(for Recorder's use only)

Assignment Deed of Trust
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

TRUE AND CERTIFIED COPY



0130297
LL-23-2004
Page 5

Recording Requested By/Return To: Wells Fargo Bank, N.A., Document Management, PO Box 980, Frederick, MD 21705-0980

72290 ALW
APN 047-072-03

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is PO Box 9101, Minneapolis, MN 55480-1901, does hereby grant, sell, assign, transfer and convey unto Wells Fargo Bank, N.A., a national association organized and existing under the laws of the United States (herein "Assignee"), whose address is 405 SW Fifth Street, Des Moines, IA 50309, all beneficial interest under a certain Deed of Trust, dated 11/17/04, made and executed by Kelley L. Radow and Marc E. Radow, to United Title of Nevada Trustee, and given to secure payment of (Include the Original Principal Amount (\$457,000.00) which Deed of Trust is of record in Book, Volume, or Liber No. n/a, at page n/a (or as No. 3132996) of the Records of Washoe County, State of Nevada, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on 11/17/04.

Michelle Dudkiewicz
Witness Michelle Dudkiewicz

Tony Patridge
Witness Tony Patridge

Valerie Barnhart
Attest Valerie Barnhart, VP Of Loan Documentation

Seal: No Seal

UBS Mortgage LLC
(Assignor)

By: Maria Alvarez
(Signature) Mariana Alvarez, VP Of Loan Documentation

This Instrument Prepared By: UBS Mortgage LLC, PO Box 9101, Minneapolis, MN 55480-1901, tel. no. (866) 285-5345.

Nevada Assignment of Deed of Trust
with Acknowledgment
NMFL# 0673 04/99

TRUE AND CERTIFIED COPY



3132997
11/13/2004
4-11-04

State of Minnesota
County of Hennepin

This instrument was acknowledged before me on 11/17/04
by Mariana Alvarez as VP Of Loan Documentation of UBS Mortgage LLC.

Melissa L. Fettig



Nevada Assignment of Deed of Trust
with Acknowledgment
NMFL# 0673 04/99

TRUE AND CERTIFIED COPY



3132997
11/23/2004
5 of 5

EXHIBIT "A"

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Lot 3 in Block H of GALENA FOREST ESTATES UNIT ONE-A DENSITY SUBDIVISION, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on July 17, 1979, as under Filing No. 617853, and as Tract Map No. 1868.

APN: 047-072-03

Exhibit 12

Exhibit 12



Entered on Docket
May 11, 2011

Bruce T. Beesley

Hon. Bruce T. Beesley
United States Bankruptcy Judge

TIFFANY & BOSCO, P.A.
Gregory L. Wilde, Esq.
Nevada Bar No. 004417
212 South Jones Boulevard
Las Vegas, Nevada 89107
Telephone: 702 258-8200
Fax: 702 258-8787

U.S. Bank National Association, as Trustee for WFASC 2005-AR11
11-70644

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In Re:	Bk Case Number: 10-52176-gwz
Marc E. Radow	Date: 4/29/11 Time: 10:00 am
	Chapter 7
Debtor.	

ORDER VACATING AUTOMATIC STAY

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Automatic Stay in the above-entitled bankruptcy proceedings is granted as to Secured Creditor U.S. Bank National Association, as Trustee for WFASC 2005-AR11, its assignees and/or successors in interest, regarding the subject property described as 1900 Joy Lake Road, Reno, NV 89511.

Submitted by:

TIFFANY & BOSCO, P.A

 #10235

Gregory L. Wilde, Esq.
Attorney for Secured Creditor

APPROVED / DISAPPROVED

Kevin A. Darby
Attorney for Debtor(s)

APPROVED / DISAPPROVED

Jeri Coppa-Knudson
Chapter 7 Trustee

1 ALTERNATIVE METHOD re: RULE 9021:

2 In accordance with Local Rule 9021, counsel submitting this document certifies that the order accurately
3 reflects the court's ruling and that (check one):

4 ☐ The court has waived the requirements set forth in LR 9021(b)(1).

5 ☐ No party appeared at the hearing or filed an objection to the motion.

6 ☒ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and
7 any trustee appointed in this case any unrepresented parties who appeared at the hearing,
8 and each has approved or disapproved the order, or failed to respond, as indicated below.

9 Debtor's counsel:

10 ☐ approved the form of this order

☐ disapproved the form of this order

11 ☐ waived the right to review the order and/or

☒ failed to respond to the document

12 ☐ appeared at the hearing, waived the right to review the order

13 ☐ matter unopposed, did not appear at the hearing, waived the right to review the order

14 Trustee:

15 ☐ approved the form of this order

☐ disapproved the form of this order

16 ☐ waived the right to review the order and/or

☒ failed to respond to the document

17 ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the
18 motion pursuant to LR 9014(g), and that no party has objected to the form or content of the
19 order.

20 I declare under penalty and perjury that the foregoing is true and correct.

21 Submitted by:

22 /s/ Gregory L. Wilde, Esq.

23 Gregory L. Wilde, Esq.

24 Attorney for Secured Creditor