Revolving Line of Credit Agreement-WAMU

EXHIBIT C

4592

DOC # 425436
05/01/2008 02 11 PM
Official Record
Requested By
TICOR TITLE CO OF CA
Lyon County - NV
Mary C Milligan - Recorder
Page 1 of 18 Fee $48 00
Recorded By MCM RPTT

0425436

APN: 22-052-02

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

Recording requested by and
when recorded return to
250 COMMERCE
2ND FLOOR
IRVINE, CA 92602
ATTN· SERVICELINK

APN SEE EXHIBIT 'A'

Washington Mutual

WaMu Mortgage Plus

DEED OF TRUST

Loan Number 0792726861

THIS DEED OF TRUST is between
LEO F. KRAMER AND AUDREY E KRAMER

whose address is
1740 AUTUMN GLEN ST FERNLEY, NV 89408-7204
("Grantor"), CALIFORNIA RECONVEYANCE COMPANY, a CALIFORNIA
corporation, the address of which is
9200 OAKDALE AVENUE CHATSWORTH, CA 91311,
("Trustee"); and
WASHINGTON MUTUAL BANK, A FEDERAL ASSOCIATION, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND WHOSE ADDRESS IS 2273 N GREEN VALLEY PARKWAY, SUITE #14, HENDERSON, NV 89014 ("BENEFICIARY") AND ITS SUCCESSORS OR ASSIGNS

1 **Granting Clause** Grantor hereby grants, bargains, sells and conveys to Trustee in trust, with power of sale, the real property in LYON County, Nevada, described below and all interest in it Grantor ever gets
SHOWN ON EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE 1740 AUTUMN GLEN ST, FERNLEY, NV 89408 LYON

ACCOMODATION ONLY THIS INSTRUMENT FILED FOR RECORD BY TICOR TITLE COMPANY IS AN ACCOMMODATION ONLY IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECTS UPON TITLE

580005539

Tax Parcel Number: SEE EXHIBIT 'A' together with all appurtenances, insurance proceeds, and condemnation proceeds related to it; all income, rents

Unofficial Copy

4593

0792726861

and profits from it, all plumbing, lighting, air conditioning and heating apparatus and equipment, and all fencing, blinds, drapes, floor coverings, built-in appliances and other fixtures at any time installed on or in or used in connection with such real property

All of the property described above will be called the "Property" If any of the Property is personal property, this Deed of Trust is also a Security Agreement which grants Beneficiary, as secured party, a security interest in all such property Despite any other provision of this Deed of Trust, however, Beneficiary is not granted and will not have, a nonpurchase money security interest in household goods, to the extent such security interest would be prohibited by applicable law As used herein "State" shall refer to the state of Nevada

2 **Obligation Secured** *This Deed of Trust is given to secure performance of each promise* of Grantor contained herein and in a WaMu Mortgage Plus(TM) Agreement and Disclosure with Beneficiary with a maximum credit limit of $176,000 00 (the "Credit Agreement"), including any extensions, renewals or modifications thereof and repayment of all sums borrowed by Grantor under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein The Credit Agreement provides for variable and fixed rates of interest Under the Credit Agreement, the Grantor may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above and all such advances shall be secured by the lien of this Deed of Trust This Deed of Trust also secures payment of certain fees and charges payable by Grantor under the Credit Agreement, certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust and repayment of money advanced by Beneficiary to protect the Property or Beneficiary's interest in the Property, including advances made pursuant to Section 6 below The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full thirty (30) years from the date of this Deed of Trust (the "Maturity Date") All amounts due under the Credit Agreement and this Deed of Trust are called the "Debt"

3 **Representations of Grantor** Grantor represents that

(a) Grantor is the owner of the Property, which is unencumbered except by *easements, reservations and restrictions of record not inconsistent with the intended use of the* Property and any existing first mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary, and

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes

4 **Promises of Grantor** Grantor promises

(a) To keep the Property in good repair and not to remove, alter or demolish any of the *improvements on the Property, without first obtaining Beneficiary's written consent,*

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property,

(c) To pay on time all lawful taxes and assessments on the Property,

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner,

(e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a) and to keep the Property free of all encumbrances which may impair Beneficiary's security It is agreed that if anyone asserts the priority of any

Unofficial Copy

4594

encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 4(e).

(f) To keep the improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale,

(g) To sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect and continue Beneficiary's security interest in the Property Grantor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Grantor's name and to execute all documents necessary to transfer title if there is a default, and

(h) To advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

5 **Sale, Transfer or Further Encumbrance of Property.** Loan is personal to Grantor and the entire Debt shall become immediately due and payable in full upon sale or other transfer of the Property or any interest therein by Grantor by contract of sale or otherwise including, without limit, any further encumbrance of the Property

6 **Curing of Defaults** If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust, at Beneficiaries option, advance may be made against the Credit Agreement to pay amounts due hereunder, such shall not relieve Beneficiary from liability for failure to fulfill the covenants in Section 4. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Grantor on demand Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so

7 **Remedies For Default**

(a) Prompt performance under this Deed of Trust is essential If Grantor does not pay any installment of the Debt or other amount due hereunder on time or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement or if Grantor fails to comply with any other term, condition, obligation or covenant contained in the Credit Agreement or this Deed of Trust or any rider thereto or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust or if any representation of Grantor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the options of Beneficiary and the total amount owed by Grantor shall thereafter bear interest at the rate(s) stated in the Credit Agreement The parties agree that interest is to be compounded as set forth in this paragraph. Beneficiary may

Unofficial Copy

4595

0792726861

then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale in accordance with applicable law and deliver to Trustee any documentation as may be required by law After Trustee or Beneficiary gives any notices and the time required by applicable law, Trustee shall sell the Property, either in whole or in separate parcels or other part and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale all in accordance with applicable law Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale Trustee may postpone any such sale by providing such notice as may be required by law Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale Trustee shall apply the proceeds of the sale as follows. (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee, (ii) to the obligations secured by this Deed of Trust, and (iii) the surplus, if any, shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by state law to accept such amounts,

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value,

(c) To the extent permitted by law the power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed or sue on the Credit Agreement or take any other action available in equity or at law In connection with any portion of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the state of Nevada,

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay, and

(e) If Grantor meets certain conditions, Grantor shall have the right to reinstate the Debt in accordance with applicable law within thirty-five (35) days after a notice of default and election to sell is recorded in the office of the county recorder in the county in which the Property is located and mailed by registered or certified mail, return receipt requested and with postage prepaid to Grantor, which thirty-five (35) day period commences on the first day following the day the recorded notice of default and election to sell is mailed

8 **Condemnation; Eminent Domain** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust, shall be paid to Beneficiary to be applied to the obligation in the same manner as payments under the Credit Agreement

9 **Fees and Costs** Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Deed of Trust, in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust, in defending of an action to enjoin foreclosure and, in any other action taken by Beneficiary to

UNOFFICIAL COPY

4596

0792726861

collect the Debt, including without limitation any disposition of the Property under the State Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings

10 **Reconveyance** Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary or following satisfaction of the obligations secured hereby and Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents unless prohibited by law

11 **Trustee; Successor Trustee** Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law The successor trustee shall be vested with all powers of the original trustee The Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee

12. **Savings Clause** If a law, which applies to this Deed of Trust or the Credit Agreement and which sets maximum loan charges, is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this Deed of Trust or the Credit Agreement exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor Beneficiary may choose to make this refund by reducing the principal owed or by making a direct payment If a refund reduces the principal, the reduction will be treated as a partial prepayment

13 **Miscellaneous** This Deed of Trust shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto The term "Beneficiary" shall mean the holder and owner of the Credit Agreement secured by this Deed of Trust, whether or not that person is named as Beneficiary herein The words used in this Deed of Trust referring to one (1) person shall be read to refer to more than one (1) person if two (2) or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires This Deed of Trust shall be governed by and construed in accordance with Federal law and, to the extent Federal law does not apply, the laws of the state of Nevada If any provision of this Deed of Trust is determined to be invalid under law, the remaining provisions of this Deed of Trust shall nonetheless remain in full force and effect

14 **Beneficiary and Similar Statements** Beneficiary may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement as provided by Nev Rev. Stat Ch 107 310.

15 **Riders** If one or more riders are executed by Grantor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☒ Condominium Rider ☐ Other. _____
(specify)

☐ Planned Unit Development Rider

Unofficial Copy

4597

0792726861

By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust, and of any rider(s) executed by Grantor concurrently therewith

DATED at San Francisco April, CA this 4th day of April, 4

Leo F. Kramer
LEO F KRAMER

Audrey E. Kramer
AUDREY E KRAMER

Mail tax statements to
LEO F KRAMER
1740 AUTUMN GLEN ST
FERNLEY, NV 89408-7204

Leo F. Kramer
Signature

Unofficial Copy

4598

STATE OF California

COUNTY OF San Francisco

On 4/4 2008 before me, Mark R Moonier
(Name of Notary Public)

personally appeared Audrey E Kramer & Leo F Kramer

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

(Signature of Notary Public)

(This area for notarial seal)

MARK R. MOONIER
Commission # 1539789
Notary Public - California
San Francisco County
My Comm. Expires Jan 28, 2009

Unofficial Copy

(notary)(07-02)

0792726861

STATE OF ~~NEVADA~~ California)
) ss
COUNTY OF San Francisco)

This instrument was acknowledged before me on 4/4/08 by
LEO F KRAMER and
AUDREY E KRAMER and
and
and
and
and
and

My commission expires 1/28/09

WITNESS my hand and official seal

Notary Public in and for the State of Nevada

MARK R MOONER
Commission # 1539759
Notary Public - California
San Francisco County
My Comm. Expires Jan 28, 2009

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when Grantor's indebtedness has been repaid and Credit Agreement cancelled

TO TRUSTEE _____

The undersigned is Trustee of the within Deed of Trust, and the legal owner and holder of the WaMu Mortgage Plus(TM) Agreement secured thereby Said Deed of Trust is hereby surrendered to you for reconveyance and you are requested, upon payment of all sums owing to you, to reconvey, without warranty, to the person(s) entitled thereto, the right, title and interest now held by you thereunder

DATE _____

WASHINGTON MUTUAL BANK

By _____

Its _____

Unofficial Copy

(4600)

STATE OF California

COUNTY OF San Francisco

On 4/4/2008 before me, Mark R Moonier
(Name of Notary Public)

personally appeared Audrey E Kramer + Leo F. Kramer

~~personally known to~~ me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)

(This area for notarial seal)

MARK R MOONIER
Commission # 1539759
Notary Public - California
San Francisco County
My Comm. Expires Jan 28, 2009

Unofficial Copy

(notary)(07-02)

4601

05/01/2008
010 of 10

425436

EXHIBIT "A"

LT 62, SD UPLAND RANCH ESTATES UNIT NO 7, ACCORDING TO MAP THEREOF, FILED AS DOCUMENT NO 315377, ON MARCH 9, 2004, COUNTY OF LYON, STATE OF NEVADA

APN 022-052-02

Unofficial Copy

(4602)

NDSC Responses to Request for Admissions (RFA)

EXHIBIT D

4603

ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
(702) 258-8200
Attorney for Defendant,
National Default Servicing Corporation

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 Dept. No.: I **DEFENDANT, NATIONAL DEFAULT SERVICING CORPORATION'S RESPONSES TO PLAINTIFFS' REQUEST FOR ADMISSIONS SET ONE**

PROPOUNDING PARTY: Plaintiffs, LEO KRAMER and AUDREY KRAMER

RESPONDING PARTY: Defendant, NATIONAL DEFAULT SERVICING CORPORATION

SET NUMBER: ONE

Defendant, NATIONAL DEFAULT SERVICING CORPORATION ("NDSC" or "Responding Party"), responds to Plaintiffs, LEO KRAMER and AUDREY KRAMER ("Plaintiffs"), First Set of Requests for Admissions as follows:

PRELIMINARY STATEMENT

It should be noted that this Responding Party has not fully completed its investigation of the facts relating to this case, has not completed discovery and has not completed its preparation

for trial.

All of the responses contained herein are based only upon such information and documents as are presently available and specifically known to this Responding Party and disclose only those contentions which presently occur to this Responding Party.

It is anticipated that further discovery, independent investigation and legal research and analysis will supply additional facts and add meaning to known facts, as well as establish entirely new conclusions and legal contentions, all of which may lead to substantial additions to, changes in and variations from the contentions herein set forth.

The following responses are given without prejudice to Responding Party's right to produce evidence of any subsequently discovered fact or facts which this Responding Party may later obtain or recall. Responding Party accordingly reserves the right to change any and all answers herein as additional facts are ascertained, analyses are made, legal research is completed and contentions are made. The responses contained herein are made in a good faith effort to supply as much actual information and as much specification of legal contentions as are presently known, but should in no way be to the prejudice of this Responding Party in relation to further discovery, research or analysis.

GENERAL OBJECTIONS

1. Responding Party objects to each and every request to the extent that each and every Request seeks information which does not refer or relate to the transactions, events, or occurrences at issue in this lawsuit. Such discovery is irrelevant, and unduly burdensome and harassing.

2. Responding Party objects to each and every request to the extent that each and every Request is overbroad.

3. Responding Party objects to each and every Request to the extent that each and every Request is vague, ambiguous or unintelligible.

4. Responding Party objects to each and every Request to the extent that each and every Request seeks information protected by the attorney-client privilege or attorney work-product doctrine.

5. Responding Party objects to each and every Request to the extent that each and every Request seeks information which is privileged pursuant to constitutional provisions, statute, regulation, rule, case law or any other legal authority.

6. Responding Party objects to the "Definitions and Instructions" contained within the Defendant's First Set of Interrogatories, which are, respectively, (a) overbroad and do not comply with the requirements imposed upon a Responding Party pursuant to NRCP 36 and NRCP 26(b)(2), and (b) are vague and ambiguous as specifically illustrated in the Answers below.

Each and every Response set forth below is answered subject to the specific limitations and objections set forth herein to avoid the unnecessary duplication and repetition of restating them in each individual Answer.

REQUESTS FOR ADMISSIONS

REQUEST FOR ADMISSIONS NO. 1:

Admit that Washington Mutual Bank ("WAMU") ceased to exist and became a defunct banking association when it was deemed insolvent and seized by the Federal Deposit Insurance Corporation (FDIC) on or about September 25, 2008.

RESPONSE TO REQUEST NO. 1:

Objection. This request calls for a legal conclusion. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). This request is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Further, Plaintiffs' are requesting that NDSC admit to information to which it has no access and no personal knowledge. Moreover, the scope of the instant litigation is only whether the foreclosure sale was conducted appropriately under NRS 107, the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a

result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001.

Without waiving said objection, NDSC states that the FDIC website (https://www.fdic.gov/bank/individual/failed/wamu.html) indicates that "On September 25, 2008, the banking operations of Washington Mutual, Inc. – Washington Mutual Bank, Henderson, NV and Washington Mutual Bank, FSB, Park City, UT (Washington Mutual Bank) were sold in a transaction facilitated by the Office of the Thrift Supervision and the Federal Deposit Insurance Corporation."

REQUEST FOR ADMISSIONS NO. 2:

Admit that Washington Mutual Bank transformed its' loans into securities through a process known as securitization and sold the loans to qualifying special purpose entities ("QSPE") prior to JPMorgan Chase Bank's purported acquisition of Washington Mutual Bank's assets on September 25, 2008.

RESPONSE TO REQUEST NO. 2:

Objection. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). This request is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Moreover, the scope of the instant litigation is only whether the foreclosure sale was conducted appropriately under NRS 107, the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs' are requesting that NDSC admit to information to which it has no access and no personal knowledge.

Because NDSC has no personal knowledge, it can neither admit nor deny at this time.

REQUEST FOR ADMISSIONS NO. 3:

Admit that WASHINGTON MUTUAL BANK transformed loans into securities through a process known as securitization and did not sell or assign Plaintiffs' line of credit for $176,000.00 to JPMorgan Chase Bank.

RESPONSE TO REQUEST NO. 3:

Objection. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). This request is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. This request also contains multiple subparts. Further, Plaintiffs' are requesting that NDSC admit to information to which it has no access and no personal knowledge. Moreover, the scope of the instant litigation is only whether the foreclosure sale was conducted appropriately under NRS 107, the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001.

Without waiving said objection, upon information and belief NDSC denies.

REQUEST FOR ADMISSIONS NO. 4:

Admit that JPMorgan Chase Bank has affirmed under oath in various litigations, which have been widely publicized through the courts and is now public record, that its employees have forged and fabricated necessary documents such as, assignments, note endorsements, allonges and affidavits as needed for litigations pertaining to real property.

RESPONSE TO REQUEST NO. 4:

Objection. This request is argumentative. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). This request is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in

controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs' are requesting that NDSC admit to information to which it has no access and no personal knowledge

Because NDSC has no personal knowledge, it can neither admit nor deny.

REQUEST FOR ADMISSIONS NO. 5:

Admit that on April 4, 2018, (10) ten years after the seizure of Washington Mutual Bank by the FDIC, JPMorgan Chase Bank's employee(s) fabricated and forged an assignment of Deed of Trust for Leo Kramer and Audrey Kramer's real property to JPMorgan Chase Bank, which Chase Bank did then knowingly and fraudulently record the forged assignment on April 10, 2018, in the County of Lyon in Fernley, NV.

RESPONSE TO REQUEST NO. 5:

Objection. This request is argumentative. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). This request is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. This request contains multiple subparts which prevent NDSC from addressing the whole. Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs' are requesting that NDSC admit to information to which it has no access and no personal knowledge.

Without waiving said objection, upon information and belief NDSC denies.

REQUEST FOR ADMISSIONS NO. 6:

Admit that there is no valid legal assignment of Mortgage Loan or Line of Credit of Leo Kramer and Audrey Kramer's Deed of Trust from Washington Mutual Bank to JPMorgan Chase Bank, N.A.

RESPONSE TO REQUEST NO. 6:

Objection. This request calls for a legal conclusion. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). This request is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs are requesting that NDSC admit to information to which it has no access or personal knowledge.

Without waiving said objection, upon information and belief NDSC denies.

REQUEST FOR ADMISSIONS NO. 7:

Admit that it was legally impossible for Washington Mutual Bank to record Assignment of the Deed of Trust of Leo Kramer and Audrey Kramer's real property to JPMorgan Chase Bank on April 10, 2018.

RESPONSE TO REQUEST NO. 7:

Objection. This request calls for a legal conclusion. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). This request is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or

expense of the proposed discovery outweighs its likely benefit. Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs are requesting that NDSC admit to information to which it has no access or personal knowledge.

Without waiving said objection, upon information and belief NDSC denies.

REQUEST FOR ADMISSIONS NO. 8:

Admit that Washington Mutual Bank could not and did not grant, assign, and transfer Leo Kramer and Audrey Kramer's Deed of Trust to JPMorgan Chase Bank, N.A. on April 10, 2018.

RESPONSE TO REQUEST NO. 8:

Objection. This request calls for a legal conclusion. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). This request is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs are requesting that NDSC admit to information to which it has no access or personal knowledge.

Without waiving said objection, upon information and belief NDSC denies.

REQUEST FOR ADMISSIONS NO. 9:

Admit that the chain of title of Washington Mutual Bank to JPMorgan Chase Bank concerning Leo Kramer and Audrey Kramer's real property, which is the subject of this litigation, is crowded and cannot be verified.

///

RESPONSE TO REQUEST NO. 9:

Objection. This request calls for a legal conclusion. This request is vague and the terms "crowded" and "verified" are ambiguous undefined terms. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). This request is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001.

Without waiving said objection, upon information and belief NDSC denies.

REQUEST FOR ADMISSIONS NO. 10:

Admit that due to the seizure of Washington Mutual Bank by the FDIC on or about September 25, 2008, Washington Mutual Bank could not and did not perform all terms, covenants, and conditions required of Washington Mutual Bank under the $176,000.00 Revolving Line of 'Credit Agreement' WAMU entered into with Plaintiffs on April 4, 2008, which is the subject of this litigation.

RESPONSE TO REQUEST NO. 10:

Objection. This request calls for a legal conclusion. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). This request is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The issues relating to the Plaintiffs' challenge of the underlying loan

documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs are requesting that NDSC admit to information to which it has no access or personal knowledge.

Without waiving said objection, upon information and belief NDSC denies.

REQUEST FOR ADMISSIONS NO. 11:

Admit that the Deed of Trust that was recorded on April 10, 2018 that purported to grant, assign or transfer Plaintiffs' Deed of Trust to JPMorgan Chase Bank form the basis of which National Default Servicing Corporation recorded a notice of default on October 6, 2017, against Plaintiffs' real property.

RESPONSE TO REQUEST NO. 11:

Objection. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). The issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001.

Without waiving said objections, NDSC denies that the Deed of Trust was recorded on April 10, 2018 as it was an Assignment of Deed of Trust which was recorded on April 10, 2018. NDSC further states that it does not record a notice of default against a property based on an assignment alone. NDSC records a notice of default due to a default under the terms of the Deed of Trust.

REQUEST FOR ADMISSIONS NO. 12:

Admit that there was no valid Assignment of Deed of Trust or valid substitution of Trustee when National Default Servicing Corporation recorded the Notice of Default pertaining to Leo Kramer and Audrey Kramer's real property, that is the subject of this litigation.

RESPONSE TO REQUEST NO. 12:

Objection. This request calls for a legal conclusion. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). The issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the

federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001.

Without waiving said objection, NDSC denies.

REQUEST FOR ADMISSIONS NO. 13:

Admit that YOU, National Default Servicing Corporation, were aware of the fact that JPMorgan Chase Bank sent monthly statements to Plaintiffs, Leo Kramer and Audrey Kramer's, home/mailing address of: 121 Cardinal Way, Hercules, CA 94547.

RESPONSE TO REQUEST NO. 13:

Objection. This request is overly broad and unduly burdensome. Additionally, this request is vague, ambiguous and seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). Further, Plaintiffs' are requesting that NDSC admit to information to which it has no access to or personal knowledge of.

Without waiving said objection, NDSC states denied.

REQUEST FOR ADMISSIONS NO. 14:

Admit that YOU, National Default Servicing Corporation, who was unlawfully and fraudulently appointed as trustee by JPMorgan Chase Bank, knew through JPMorgan Chase Bank that Plaintiffs, Leo Kramer and Audrey Kramer's home/correct mailing address was: 121 Cardinal Way, Hercules, CA 94547.

RESPONSE TO REQUEST NO. 14:

Objection. This request is argumentative and calls for a legal conclusion. This objection is overly broad as there is no temporal limitation on the request.

Without waiving said objection, NDSC states that it was not made aware of the 121 Cardinal Way, Hercules, CA 94547 address until after the recording of the Notice of Default had occurred.

REQUEST FOR ADMISSIONS NO. 15:

Admit that YOU, National Default Serving Corporation, did fail to give proper notice of Notice of Default to Plaintiffs' [in accordance of NRS § 107.090 (3)(b)] by failing to mail notice of Notice of Default to Plaintiffs' home/mailing address of: 121 Cardinal Way, Hercules, CA

94547, which was in fact the same address that was on file with JPMorgan Chase Bank at the time YOU recorded the Notice of Default against Plaintiffs' property, and is depicted on JPMorgan Chase Bank's monthly statements that were sent Plaintiffs.

RESPONSE TO REQUEST NO. 15:

Objection. This request is argumentative and calls for a legal conclusion. This request is vague and ambiguous as to the phrase "notice of Notice of Default" as this phrase could include other documents provided to the Plaintiffs which indicated the Notice of Default had been filed. It is also ambiguous as to the phrase "home/mailing address" which is an undefined term which also would call for a legal conclusion. Moreover, this request has multiple subparts and requires information for which NDSC does not have access to or personal knowledge of relating to what was in JPMorgan Chase Bank's files.

Without waiving said objections, NDSC states denied.

REQUEST FOR ADMISSIONS NO. 16:

Admit YOU, National Default Servicing Corporation, did not ever mail any notice of Notice of Default to Plaintiffs, Leo Kramer and Audrey Kramer's home/mailing address of: 121 Cardinal Way, Hercules, CA 94547.

RESPONSE TO REQUEST NO. 16:

Objection. This request is vague and ambiguous as to the phrase "notice of Notice of Default" as this phrase could include other documents provided to the Plaintiffs which indicated the Notice of Default had been filed. It is also ambiguous as to the phrase "home/mailing address" which is an undefined term which also would call for a legal conclusion.

Without waiving said objection, NDSC states please see Defendant, National Default Servicing Corporation's Initial Disclosure of Documents and Witnesses. NDSC mailed the notice of default as required by NRS to 1740 Autumn Glen Street, Fernley, Nevada 89408 and 1229 Ballena Boulevard, Alameda, California 94501.

REQUEST FOR ADMISSIONS NO. 17:

Admit that YOU, National Default Servicing Corporation, did never provide notice of Notice Of Default by sending Notice of Default via certified mail, return receipt requested, in

accordance with NRS §107.808, to Plaintiffs' then current address of: 121 Cardinal Way, Hercules, CA 94547.

RESPONSE TO REQUEST NO. 17:

Objection. This request calls for a legal conclusion. Moreover, it assumes facts not in evidence regarding the purported "current address."

Without waiving said objection, NDSC states that NRS §107.808 is not a statute that provides guidelines to which NDSC would have to abide or otherwise comply with.

REQUEST FOR ADMISSIONS NO. 18:

Admit that YOU, National Default Servicing Corporation, did not give proper notice of Notice of Default to Plaintiffs, Leo Kramer and Audrey Kramer, in accordance with Nevada State Foreclosure Laws NRS § 107.090 (3)(b), prior to the unlawful foreclosure sale of Plaintiffs' real property.

RESPONSE TO REQUEST NO. 18:

Objection. This request calls for a legal conclusion.

Without waiving said objection, NDSC states denied. Please see Defendant, National Default Servicing Corporation's Initial Disclosure of Documents and Witnesses.

REQUEST FOR ADMISSIONS NO. 19:

Admit that YOU, National Default Servicing Corporation, have never obtain signatures from either Plaintiffs, Leo Kramer, or Audrey Kramer, to assert that Plaintiffs were ever served with proper notice of Notice of Default in accordance with NRS §107.090(3)(b).

RESPONSE TO REQUEST NO. 19:

Objection. This request calls for a legal conclusion and contains multiple subparts. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence as NRS 107.090(3)(b) does not require a signature for compliance therewith.

Without waiving said objection, NDSC states denied.

///

REQUEST FOR ADMISSIONS NO. 20:

Admit that YOU, counsel for National Default Corporation, argued at a 'recorded' hearing on May 1, 2019, in the Third Judicial District Court, that National Default Servicing Corporation was not required or obligated to provide Plaintiffs, Leo Kramer and Audrey Kramer, with proper notice of Notice of Default, asserting the basis for your argument that "the property was not owner occupied".

RESPONSE TO REQUEST NO. 20:

Objection. The request is vague and ambiguous as it utilizes a defined work "YOU" but then seeks to direct the request toward NDSC's counsel. This request also seeks information equally available to the Plaintiffs through the Court record. Moreover, argument presented a hearing on a Motion to Dismiss is neither evidence nor testimony. As such, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Without waiving said objections, NDSC states denied as the request misstates and mischaracterizes the argument presented.

REQUEST FOR ADMISSIONS NO. 21:

Admit that due to the fact that Plaintiffs, Leo Kramer and Audrey Kramer, were not provided with proper notice of Notice of Default in accordance with NRS §107.090(3)(b) that the unlawful foreclosure sale of Plaintiffs' property must be rendered VOID in accordance with NRS §107.080(5)(a).

RESPONSE TO REQUEST NO. 21:

Objection. This request calls for a legal conclusion. This request assumes facts not in evidence.

Without waiving said objection, NDSC states denied.

REQUEST FOR ADMISSIONS NO. 22:

Admit that the Court in the instant case found that because NATIONAL DEFAULT SERVICING CORPORATION failed to comply with the mandatory State of Nevada foreclosure laws that the Notice of Default and Foreclosure Sale of Plaintiffs' property was deemed

UNLAWFUL; and therefore, Breckenridge could not be considered a bona fide encumbrancer of Plaintiffs' real property.

RESPONSE TO REQUEST NO. 22:

Objection. This request calls for a legal conclusion. This request assumes facts not in evidence.

Without waiving said objection, NDSC states denied.

REQUEST FOR ADMISSIONS NO. 23:

Admit that Plaintiffs, Leo Kramer and Audrey Kramer, are entitled to Damages of $5,000 or treble the amount of actual damages, whichever is greater in accordance with NRS §107.080(8)(a).

RESPONSE TO REQUEST NO. 23:

Objection. This request calls for a legal conclusion. This request assumes facts not in evidence.

Without waiving said objection, NDSC states denied.

REQUEST FOR ADMISSIONS NO. 24:

Admit that Plaintiffs, Leo Kramer and Audrey Kramer, in addition to being entitled to damages under NRS § 107.080 (8)(a), are also entitled to the remedy provided in subsection 5 in accordance of NRS §107.080 (5)(a).

RESPONSE TO REQUEST NO. 24:

Objection. This request calls for a legal conclusion. This request assumes facts not in evidence.

REQUEST FOR ADMISSIONS NO. 25:

Admit that BRECKENRIDGE PROPERTY FUND 2016 LLC did not tender any negotiable instrument to YOU for the purchase of the subject property.

RESPONSE TO REQUEST NO. 25:

Objection. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1). Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. How

BRECKENRIDGE PROPERTY FUND 2016 LLC paid the sales price at the sale has no bearing on whether the sale was conducted pursuant to NRS 107.

Without waiving said objection, NDSC states that BRECKENRIDGE PROPERTY FUND 2016 LLC tendered to NDSC a check for the amount owed as a result of the foreclosure sale.

REQUEST FOR ADMISSIONS NO. 26:

Admit that BRECKENRIDGE PROPERTY FUND 2016 LLC is entitled to the refund of any money paid to YOU, National Default Servicing Corporation, for the subject property.

RESPONSE TO REQUEST NO. 26:

Objection. This request calls for a legal conclusion. This request assumes facts not in evidence.

Without waiving said objection, NDSC states denied.

REQUEST FOR ADMISSIONS NO. 27:

Admit that BRECKENRIDGE PROPERTY FUND 2016 LLC is entitled to refund of any money paid to JPMorgan Chase Bank, N.A for the subject property.

RESPONSE TO REQUEST NO. 27:

Objection. This request calls for a legal conclusion. This request assumes facts not in evidence.

Without waiving said objection, NDSC states denied.

REQUEST FOR ADMISSIONS NO. 28:

Admit that Plaintiffs are entitled to quiet title on the subject property.

RESPONSE TO REQUEST NO. 28:

Objection. This request calls for a legal conclusion.

Without waiving said objection, NDSC states denied.

REQUEST FOR ADMISSIONS NO. 29:

Admit that on 12/05/2013, there was no existence of a duly appointed assignment of deed of trust from Washington Mutual Bank to JPMorgan Chase Bank when Chase then fraudulently substituted National Default Servicing Corporation as Trustee.

RESPONSE TO REQUEST NO. 29:

Objection. This request is argumentative and calls for a legal conclusion. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1) as the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs' are requesting that NDSC admit to information to which it has no access to or personal knowledge of.

Without waiving said objection, upon information and belief NDSC states denied.

REQUEST FOR ADMISSIONS NO. 30:

Admit that when YOU, National Default Servicing Corporation, recorded the Notice of Default on Plaintiffs' real property located at: 1740 Autumn Glen Street, Fernley, Nevada 89408, that JPMorgan Chase Bank, N.A. had not acquire assignment of Deed of Trust from Washington Mutual Bank.

RESPONSE TO REQUEST NO. 30:

Objection. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1) as the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001.

Without waiving said objection, upon information and belief NDSC states denied.

REQUEST FOR ADMISSIONS NO. 31:

Admit that National Default Servicing Corporation in fact was not and could not be a duly appointed trustee because JPMorgan Chase Bank did not have assignment of Deed of Trust of Plaintiffs' property.

RESPONSE TO REQUEST NO. 31:

Objection. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1) as the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S.

District Court for the District of Nevada as case number 3:18-cv-00001. This request also calls for a legal conclusion.

Without waiving said objection, NDSC states denied.

REQUEST FOR ADMISSIONS NO. 32:

Admit that JPMorgan Chase Bank, National Association is not 'Attorney In fact' for the Federal Deposit Insurance Corporation (FDIC).

RESPONSE TO REQUEST NO. 32:

Objection. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1) as the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. This request is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Additionally, this request seeks an admission which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Further, Plaintiffs' are requesting that NDSC admit to information to which it has no access to or personal knowledge of. This request is also objected to on the basis that it calls for a legal conclusion.

Because NDSC has no personal knowledge, it can neither admit nor deny at this time.

REQUEST FOR ADMISSIONS NO. 33:

Admit that the Plaintiffs, Leo Kramer and Audrey Kramer never had a loan or Mortgage Loan with JPMorgan Chase Bank, National Association.

RESPONSE TO REQUEST NO. 33:

Objection. This request seeks information beyond the scope and limits of discovery set forth in NRCP 26(b)(1) as the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S.

District Court for the District of Nevada as case number 3:18-cv-00001. This request also calls for a legal conclusions.

Without waiving said objection, NDSC states denied.

REQUEST FOR ADMISSIONS NO. 34:

Admit that Leo Kramer and Audrey Kramer did not default on the $176,000.00 revolving line of credit.

RESPONSE TO REQUEST NO. 34:

NDSC states denied.

REQUEST FOR ADMISSIONS NO. 35:

Admit that National Default Servicing Corporation did not provide Leo Kramer and Audrey Kramer with notice of how much was owed, if any, on the $176,000.00 revolving line of credit before recording the Notice of Default.

RESPONSE TO REQUEST NO. 35:

NDSC states denied.

REQUEST FOR ADMISSIONS NO. 36:

Admit that JPMorgan Chase Bank did not acquire Washington Mutual Bank's loans or lines of credit via the "Purchase & Assumption Agreement" with the FDIC.

RESPONSE TO REQUEST NO. 36:

Objection. This request calls for a legal conclusion. This request is unduly burdensome and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Moreover, the scope of the instant litigation is only whether the foreclosure sale was conducted appropriately under NRS 107, the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs are requesting that NDSC admit to information to which it has no access or personal knowledge.

Without waiving said objection, upon information and belief NDSC states denied.

REQUEST FOR ADMISSIONS NO. 37:

Admit that JPMorgan Chase Bank is not owner of Washington Mutual Bank's mortgage loans or line of credit loans via the "Purchase & Assumption Agreement" with the FDIC because all of Washington Mutual Bank's loans were securitized and sold off prior to the seizure by the FDIC on September 25, 2008.

RESPONSE TO REQUEST NO. 37:

Objection. This request calls for a legal conclusion. This request is unduly burdensome and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Moreover, the scope of the instant litigation is only whether the foreclosure sale was conducted appropriately under NRS 107, the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs are requesting that NDSC admit to information to which it has no access or personal knowledge.

Without waiving said objection, upon information and belief NDSC states denied.

REQUEST FOR ADMISSIONS NO. 38:

Admit that there is no assignment of Mortgage from Washington Mutual Bank loans or line of credit loans via the "Purchase & Assumption Agreement" with the FDIC.

RESPONSE TO REQUEST NO. 38:

Objection. This request calls for a legal conclusion. This request is unduly burdensome and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Specifically, Plaintiffs are requesting that NDSC admit to information to which it has no access or personal knowledge.

Moreover, the scope of the instant litigation is only whether the foreclosure sale was conducted appropriately under NRS 107, the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001.

Without waiving said objection, upon information and belief NDSC states denied.

REQUEST FOR ADMISSIONS NO. 39:

Admit that JPMorgan Chase Bank has falsely asserted ownership to Leo Kramer and Audrey Kramer's Line of Credit from Washington Mutual Bank.

RESPONSE TO REQUEST NO. 39:

Objection. This request calls for a legal conclusion. This request is unduly burdensome and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Moreover, the scope of the instant litigation is only whether the foreclosure sale was conducted appropriately under NRS 107, the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs are requesting that NDSC admit to information to which it has no access or personal knowledge.

Without waiving said objection, NDSC states denied.

REQUEST FOR ADMISSIONS NO. 40:

Admit that neither Leo Kramer nor Audrey Kramer owed any money on the Line of Credit from Washington Mutual Bank for $176,000.00.

RESPONSE TO REQUEST NO. 40:

Objection. This request calls for a legal conclusion. This request is unduly burdensome and is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden

or expense of the proposed discovery outweighs its likely benefit. Moreover, the scope of the instant litigation is only whether the foreclosure sale was conducted appropriately under NRS 107. the issues relating to the Plaintiffs' challenge of the underlying loan documents have already been adjudicated as a result of the federal court litigation in the U.S. District Court for the District of Nevada as case number 3:18-cv-00001. Further, Plaintiffs are requesting that NDSC admit to information to which it has no access or personal knowledge. Finally, the request is vague and ambiguous as to the phrase "owed any money." While a bankruptcy discharge would prevent in personam liability for the debt owed. it would not have discharged the in rem liability associated with the loan. For the purposes of its response, NDSC assumes the Plaintiffs are not asking whether the debt could be personally collected from them.

Without waiving said objection, NDSC states denied.

DATED September 5, 2019.

TIFFANY & BOSCO, P.A.

Ace C. Van Patten, Esq.
Nevada Bar No. 11731
10100 W. Charleston Blvd., Ste. 220
Las Vegas Nevada 89135
Attorneys for Defendant,
National Default Servicing Corporation

CERTIFICATE OF SERVICE

I hereby certify that on September 9, 2019, I placed a copy of the above **DEFENDANT, NATIONAL DEFAULT SERVICING CORPORATION'S RESPONSES TO PLAINTIFFS' REQUEST FOR ADMISSIONS SET ONE** into a sealed envelope and mailed it via regular mail, postage prepaid, addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547
Plaintiffs in Proper Person

An employee of Tiffany & Bosco, P.A.

4626

Monthly receipt/s or evidence that JPMorgan Chase Bank knew Plaintiffs' address

EXHIBIT E

CHASE

Customer Service 1-888-530-8447
Includes 24/7 Automated Response
Monday - Friday 7 a.m. - 7 p.m. (CST)
Deaf or Hard of Hearing (TTY) 1-800-582-0542

chase.com

14459 WOD Z 04616 D - BRE
LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

Home Equity Line of Credit Statement

Account Number	3500026861
Statement Period	01/13/2018 - 02/12/2018
Minimum Payment	**$769.38**

Explanation of Payment Amount

Principal	$0.00
Interest	$769.38
Monthly Payment	$769.38

Line of Credit Overview (as of 02/12/2018)

Unpaid Principal Balance	$167,755.82
Credit Line	$176,000.00
Available for Use	$0.00
Interest Rate	5.40000%
Recoverable Corporate Advance	$10,612.40

Your Unpaid Principal Balance is not a payoff quote. Learn more about the payoff process by calling the phone number at the top of this statement.

Account Summary

Previous Balance	$205,719.41
Payments/Credits	$0.00
Other Credits	$0.00
Fees Chrgd/Advances	$0.00
Interest Charged	$769.38
New Balance [2]	$206,488.79
Escrow Payment (Taxes and/or insurance)	$0.00

[2] This is not a payoff amount. To request a payoff quote, please call our 24-hour automated system at 1-877-505-2894.

Transaction Activity Since Your Last Statement

Transaction Date	Description	Total Received	Principal	Interest	Escrow	Fees	Unapplied Funds
No transactions since your last statement							

Important Messages

If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. These benefits and protections may include protection from foreclosure or eviction without a court order, and in some cases, interest rate and fee benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. In addition, some state laws may allow Servicemembers to request a payment deferral.

For more information, please call Chase Military Services at 1-877-469-0110.

The Corporate Advance Balance may include expenses for inspections, home valuations, legal fees, property maintenance and other costs. It is listed under the Loan Overview section.

Please refer to the bankruptcy information in this statement for more information relating to your case.

(4628)

CHASE

Customer Service 1-800-520-6447
Includes 24/7 Automated Response
Monday - Friday 7 a.m. - 7 p.m. (CST)
Deaf or Hard of Hearing (TTY) 1-800-582-0542

chase.com

00952 WCD Z 01218 D - BRE
LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

Home Equity Line of Credit Statement

Account Number	3500026661
Statement Period	12/13/2017 - 01/12/2018
Minimum Payment	**$767.08**

Explanation of Payment Amount

Principal	$0.00
Interest	$767.08
Monthly Payment	$767.08

Line of Credit Overview (as of 01/12/2018)

Unpaid Principal Balance	$167,755.82
Credit Line	$176,000.00
Available for Use	$0.00
Interest Rate	5.40000%
Recoverable Corporate Advance	$10,612.40

Your Unpaid Principal Balance is not a payoff quote. Learn more about the payoff process by calling the phone number at the top of this statement.

Account Summary

Previous Balance	$204,952.33
Payments/Credits	$0.00
Other Credits	$0.00
Fees Chrgd/Advances	$0.00
Interest Charged	$767.08
New Balance [2]	$205,719.41
Escrow Payment (Taxes and/or Insurance)	$0.00

[2] This is not a payoff amount. To request a payoff quote, please call our 24-hour automated system at 1-877-505-2894.

Transaction Activity Since Your Last Statement

Transaction Date	Description	Total Received	Principal	Interest	Escrow	Fees	Unapplied Funds
	No transactions since your last statement						

Important Messages

If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. These benefits and protections may include protection from foreclosure or eviction without a court order, and in some cases, interest rate and fee benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. In addition, some state laws may allow Servicemembers to request a payment deferral.

For more information, please call Chase Military Services at 1-877-469-0110.

The Corporate Advance Balance may include expenses for inspections, home valuations, legal fees, property maintenance and other costs. It is listed under the Loan Overview section.

Please refer to the bankruptcy information in this statement for more information relating to your case.

4629

CHASE

Bankruptcy Informati

Loan Number	3500026951
Statement Period	11/12/2017 - 12/12/2017
Property Address	1740 AUTUMN GLEN ST FERNLEY NV 89408

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter: 7	
Bankruptcy Status	Discharged
Contractual Due Date (For Informational Purposes Only)	11/09/2010
Interest Rate	5.15000%
Late Charge Fee (per month)	$36.89
Current Maturity Date	05/2038
Current Principal Balance [1]	$167,755.62

[1] This is your Principal Balance only, not the amount required to pay your loan in full.

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-520-6447.

Please detach and return the bottom portion of this statement with your payment using the enclosed envelope.

4630

CHASE

Bankruptcy Informati

Loan Number	3500026861
Statement Period	08/13/2017 - 09/12/2017
Property Address	1740 AUTUMN GLEN ST FERNLEY NV 89406

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter: 7	
Bankruptcy Status	Discharged
Contractual Due Date (For Informational Purposes Only)	11/09/2010
Interest Rate	5.15000%
Late Charge Fee (per month)	$36.69
Current Maturity Date	05/2036
Current Principal Balance [1]	$167,755.82

[1] This is your Principal Balance only, not the amount required to pay your loan in full.

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-520-6447.

▼ Please detach and return the bottom portion of this statement with your payment using the enclosed envelope. ▼

4631

CHASE

Bankruptcy Information

Loan Number	3500026861
Statement Period	07/13/2017 - 08/12/2017
Property Address	1740 AUTUMN GLEN ST FERNLEY NV 89408

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter:	7
Bankruptcy Status	Discharged
Contractual Due Date (For Informational Purposes Only)	11/09/2010
Interest Rate	5.15000%
Late Charge Fee (per month)	$36.40
Current Maturity Date	05/2038
Current Principal Balance [1]	$167,755.82

[1] This is your Principal Balance only, not the amount required to pay your loan in full.

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-520-6447.

Please detach and return the bottom portion of this statement with your payment using the enclosed envelope.

(4632)

CHASE

Bankruptcy Information

Loan Number	3500026861
Statement Period	05/14/2017 - 06/12/2017
Property Address	1740 AUTUMN GLEN ST FERNLEY NV 89406

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter: 7	
Bankruptcy Status	Discharged
~~Contractual Due Date (For Informational Purposes Only)~~	~~11/00/2010~~
Interest Rate	4.90000%
Late Charge Fee (per month)	$93.78
Current Maturity Date	05/2036
Current Principal Balance [1]	$167,755.82

[1] This is your Principal Balance only, not the amount required to pay your loan in full.

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-243-8851.

Please detach and return the bottom portion of this statement with your payment using the enclosed envelope

4633

CHASE

Home Equity Line Of Credit Statement
Statement Period: 12-14-16 through 01-13-17

Account Number: 9942940072[illegible]
Last Payment Received: 08-29-16 $6,642.67
New Minimum Payment Due: 02-09-17
New Minimum Payment Amount: $31,331.41

Line Information as of 01-13-17

Credit Line:	$176,000.00
Available for use:	$0.00
Prior Year Interest Paid:	$0.00

0000442 HL8 008 01617 D - BRE
LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

News You Can Use

Your line of credit is blocked. This means that you can't draw from your line of credit at this time. However, it's important that you make your monthly payments by your scheduled due date. If you have any questions, please call us at 1-800-836-5656 Monday through Friday from 8 a.m.–midnight or Saturday from 8 a.m.–8 p.m. Eastern Time.

YOUR ACCOUNT IS PAST DUE. PLEASE MAKE A PAYMENT TODAY.

Previous Statement Balance	$203,870.76
(-) Payments/Credits	$0.00
(+) Debits/Advances	$0.00
(+) Debits/Fees/Finance Charges	$0.00
(=) Current Statement Balance**	$203,870.76

**This is not a payoff amount. Please contact us to request a payoff quote.

To Contact Us:	
By Phone:	(800) 836-5656
Para Español:	(800) 800-5626
Hearing Impaired:	(800) 582-0542
Internet:	www.chase.com

Activity Since Your Last Statement

Post Date	Description	Payments/ Credits	Debits/ Advances/Fees	Principal Balance After Transaction
12-14-16	Balance Forward			$167,765.82
12-14-16	Revolving Beginning ANNUAL PERCENTAGE RATE 4.40% Daily Periodic Rate .00012021			
12-14-16	Lock 001 Beginning ANNUAL PERCENTAGE RATE 0.00% Daily Periodic Rate .00000000			
12-15-16	Revolving Rate Changed To 4.65% ANNUAL PERCENTAGE RATE Daily Periodic Rate .00012704			
01-01-17	Revolving Beginning ANNUAL PERCENTAGE RATE 4.65% Daily Periodic Rate .00012739			
01-13-17	FINANCE CHARGE (Interest) Accrued 12-14-16 Thru 01-13-17		$0.00	

Your activity is continued on the next page

4634

CHASE

Home Equity Line Of Credit Statement
Statement Period: 03-16-14 through 04-14

Account Number: 00429400726861

Last Payment Received: 12-27-10	$2,500.00
New Minimum Payment Due:	05-09-14
New Minimum Payment Amount:	$25,453.04

Line Information as of 04-14-14

Credit Line:	$176,000.00
Available for use:	$0.00
Prior Year Interest Paid:	$0.00

0009768 HLS 001 10414 D - BRE
LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

1055294004001007 6801

News You Can Use

Urgent! We have not received your monthly home equity account payment. Call us immediately at 1-800-848-9380 to discuss your options.

We are a debt collector. If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number. To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

YOUR ACCOUNT IS PAST DUE. PLEASE MAKE A PAYMENT TODAY.

Previous Statement Balance	$199,256.67
(-) Payments/Credits	$0.00
(+) Debits/Advances	$0.00
(+) Debits/Fees/Finance Charges	$594.86
(=) Current Statement Balance**	$199,851.53

**This is not a payoff amount. Please contact us to request a payoff quote.

To Contact Us:	
By Phone:	(800) 836-5656
Para Español:	(800) 800-5626
Hearing Impaired:	(800) 582-0542
Internet:	www.chase.com

Activity Since Your Last Statement

Post Date	Description	Payments/ Credits	Debits/ Advances/Fees	Principal Balance After Transaction
03-16-14	Balance Forward			$174,398.49
03-16-14	Beginning ANNUAL PERCENTAGE RATE 4.15% Daily Periodic Rate .00011369			
04-14-14	FINANCE CHARGE (Interest) Accrued 03-16-14 Thru 04-14-14		$594.86	
	Total	**$0.00**	**$594.86**	**$174,398.49**

Current Statement Balance	=	Current Fees and Finance Charges	+	Previous Fees and Finance Charges	+	Principal Balance
$199,851.53		$623.74		$24,829.30		$174,398.49

More News You Can Use

4635

CHASE

OH4-7399
PO BOX 182613
Columbus, OH 43218

FOR UNDELIVERABLE MAIL ONLY

PRESORTED
FIRST CLASS
MAIL
U.S. POSTAGE
PAID
NSP

Statement Enclosed

957 NFE 1081717I0001/18/18
ACS<-
KRAMER
2364 REDWOOD RD
HERCULES CA 94547-1145

BC: 945471145 64 *4212-00832-18-34

013 LIZYAP1 94547 1145

CHASE

OH4-7399
PO BOX 182613
Columbus, OH 43218

FOR UNDELIVERABLE MAIL ONLY

PRESORTED
FIRST CLASS
MAIL
U.S. POSTAGE
PAID
NSP

Statement Enclosed

957 NFE 1081717I0002/17/18
ACS<-
KRAMER
2364 REDWOOD RD
HERCULES CA 94547-1145

BC: 945471145 64 *4212-00961-17-46

013 ATBNZP1 94547 1145

(4636)

Fabricated Assignment of Deed of Trust by JPMorgan Chase Bank,

(Signed April 4,2018—Recorded April 10, 2018)

EXHIBIT F

Doc #: 578946
04/10/2018 08:53 AM Page: 1 of 1
OFFICIAL RECORD
Requested By: SERVICELINK TITLE AGENCY INC
Lyon County, NV
Dawna L. Warr, Recorder
Fee: $38.00 RPTT: $0.00
Recorded By: mkassebaum

RECORDING REQUESTED BY:

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

NDSC NO.: 12-31926-JP-NV
APN: 022-052-02
PROP ADDRESS: 1740 Autumn Glen St, Fernley NV 89408-7204

ASSIGNMENT OF DEED OF TRUST

For Value Received, **Washington Mutual Bank, a Federal Association** the undersigned corporation hereby grants, assigns and transfers to **JPMorgan Chase Bank, National Association** all beneficial interest under that certain Deed of Trust dated **04/04/2008** executed by **Leo F. Kramer and Audrey E Kramer** Trustor, to **California Reconveyance Company, A California Corporation** Trustee, and recorded on **05/01/2008** as Instrument No. **425436** of the Official Records of Lyon 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.

Dated: April 4, 2018

JPMorgan Chase Bank, National Association, as Attorney In fact for the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, FA

Debbie A Swayzer

By: Debbie A. Swayzer
Its: Vice President

STATE OF Louisiana
PARISH OF Ouachita

On April 4, 2018, 2018, before me, Amy Gott, a Notary Public for said State, personally appeared Debbie A Swayzer who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

AMY GOTT
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 66396

Signature: _____

Amy Gott #66396

Unofficial Copy

(4638)

Transcript of May 1, 2018 Hearing With Judge Schlegelmilch

EXHIBIT G

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER, pro se AUDREY KRAMER, pro se Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMONT, WEDGEWOOD, INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, AND DOES 1 THROUGH 50 INCLUSIVE, Defendants.	))))))))))))))	Case No. : 18-CV-00663 Dept. No. : 1

TRANSCRIPT OF:

HEARING ON MAY 1, 2019

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

1 **APPEARANCES**

2 **PRESIDING JUDGE:**

3 JOHN P. SCHLEGELMILCH

4

5 PLANTIFF AUDREY KRAMER, Pro se

6

7 PLANTIFF LEO KRAMER, Pro se

8

9 MR. ACE VAN PATTEN-ATTORNEY FOR

10 NATIONAL DEFAULT SERVICING CORPORATION

11

12 MR. KENNETH CHING-ATTORNEY FOR

13 BRECKENRIDGE, ET AL

14

15

16

17

18

19

20

21

22

23

24

25

1 **PROCEEDINGS**

2 **[Off Mic Conversation]**

3 **Judge John P. Schlegelmilch:** So we're here in case
4 18CV00663, Kramer versus National Default McDermott
5 Wedgewood Breckenridge Property et al. All right, so
6 we're here for two motions to dismiss the first amended
7 complaint, one filed by McDermott Wedgewood & Breckenridge
8 and the other filed by National Default. Okay, those are
9 being duly opposed at this point. So, who's present today?
10 We have the Kramer's present and -.

11 **Kenneth Ching:** Got a Kenneth Ching [Indiscernible]
12 [0:00:49] I just need a second for Breckenridge Wedgewood
13 and McDermott.

14 **Judge John P. Schlegelmilch:** Okay.

15 **Ace Van Patten:** Ace Van Patten on behalf of National
16 Default Servicing.

17 **Judger:** And it's Ching?

18 **Kenneth Ching:** C.H.I.N.G., Ching.

19 **Judge John P. Schlegelmilch:** Okay. I want to make
20 sure I got it right.

21 **Kenneth Ching:** Yes.

22 **Judge John P. Schlegelmilch:** All right. Okay. So,
23 Mr. Ching, well, you filed a motion to dismiss first, so
24 why don't you get started?

25

1 **Kenneth Ching:** Thank you, Your Honor. And Your
2 Honor, I haven't been to your court before - I argue
3 sitting?
4 **Judge John P. Schlegelmilch:** That's fine.
5 **Kenneth Ching:** All right. Thank you, Your Honor,
6 there's a number of reasons to dismiss my clients from
7 this case, you know, as a very basic starting point,
8 Breckenridge is really the only owner to the subject
9 property in the first place; Wedgewood is the managing
10 member, Alyssa McDermott is an employee of Wedgewood. And
11 McDermott and Wedgewood have no place in this case at all,
12 as they are not - you know, that they weren't representing
13 -.
14 **Judge John P. Schlegelmilch:** They're not the owners
15 of the property.
16 **Kenneth Ching:** Breckenridge, right. They are simply
17 related through corporate entities. Breckenridge bought
18 this property at a foreclosure sale, Your Honor, and our
19 first relationship to the case starts at that purchase. We
20 relied upon publicly-recorded documents, including a
21 notice of default. And so, there - I don't think there's
22 any legitimate question that Breckenridge is a bonafide
23 pursuer for value, and the only questions that have been
24 raised are speculation about how our general counsel
25 should have known more about real estate, given that he

has experience in real estate law. And I don't think that is a meaningful basis to challenge our BFP status.

Judge John P. Schlegelmilch: Well, fair - I mean, fair enough, but I mean, I understand what you're saying, but they've asserted that you're not a BFP. In the moving documents, you filed the motion to dismiss. So - and there isn't - just on the face of the pleadings, I have to take any inference in light - in the light favorable to the plaintiffs.

Kenneth Ching: Certainly, Your Honor. But I think the only allegation that could even be fought to challenge the BFP status are pure speculation; they're not even factual allegations. They are allegations that because Mr. Nelson was an attorney, he should have researched more into the defects in the property. And because he didn't, he was conspirator in a fraud. I just think that's a - those are the [Indiscernible] [0:03:44] that we're reading in the case file and decided all the time that a motion or the clinic can't stand on - Surely, there already factual allegations. I mean, there's already an allegation that Mr. Nelson conspired with somebody somewhere or that Breckenridge did. The argument as far as I understand it is that he's an attorney, he's a real estate attorney, he should have gone back and researched the chain of title and found the defects, which have not actually been

1 specified. And these records are actually [Indiscernible]
2 [0:04:16] that we keep us in the case because we only came
3 along at the foreclosure sale, we don't have obligations
4 to challenged that. So, that will be my response, Your
5 Honor, if you would've take those inferences. I don't
6 think they're involved [Indiscernible] [0:04:33].
7 **Judge John P. Schlegelmilch:** Well, and - Okay. Well,
8 I understand what you're saying, but I mean, the
9 allegation - all right. So, generally, after reading the
10 first amended complaint, okay, it's somewhat jumbled, I'll
11 grant you that. But I got to read it as a whole as best as
12 I can, okay? So, generally, the way I read it is that
13 there was a defect in the sale because notice of default
14 and election to sell was never properly served.
15 **Kenneth Ching:** Yes.
16 **Judge John P. Schlegelmilch:** So, it all kind of
17 comes back to that. So, there's defect in the sale. You
18 were a party - and maybe you weren't at that point. There
19 was a federal lawsuit pending the day prior - that was
20 dismissed the day prior to the sale.
21 **Kenneth Ching:** For which there was no lis pendens,
22 relatable lis pendens recorded on property.
23 **Kenneth Ching:** You honor, I guess to - so, I
24 understand what you're saying there's a defect in the
25 sale. I would probably look to my colleague to address

1 that view, one of the difficulties for Breckenridge is we
2 didn't put on the sale. We just showed up at the sale and
3 bought a property there. So, I look to my colleague to
4 establish the validity of the notice of default and so on.
5 We weren't - we weren't around for that part of this
6 transaction. So, yes, I agree, with Your Honor, it seems
7 to me that on those facts, there's still no allegation to
8 suggest we're not a BFP, there's not an allegation that
9 Breckenridge met with NDSC, conspired to do a defunct -
10 you know a defective sale and thereby, should be a - you
11 know, not be of and have BFP status. We just
12 showed at the sale and purchased it, the property. And I
13 don't think there's any allegation to contrary. We have no
14 relationship to the subject property before the
15 transaction prior to that point. So, I don't - I don't
16 believe an allegation that which we confer bad faith, I
17 guess, is, you know, the general idea that somehow we were
18 involved. Again, except for the idea that because we have
19 in-house counsel, he should have gone back and traced the
20 title through NDSCs, you know, sale notice of default
21 process, which I don't think is the law, Your Honor. I
22 think - I think my client is entitled to rely on publicly-
23 recorded documents, which again, is why the absence of lis
24 pendens is meaningful. There is a lawsuit which has been
25 dismissed.

Judge John P. Schlegelmilch: But they had - all right. So, the actual sale occurred. When did your clients take the property again? I think it was in May of 2018, am I right?

Kenneth Ching: That's correct. Yeah.

Judge John P. Schlegelmilch: Am I correct? I wanted to make sure I'm correct on that.

Kenneth Ching: Yes, I do believe that is correct. I'm looking for my -.

[Silence]

Kenneth Ching: It's May 18, Your Honor, of 2018. I just want to say it took place -.

Judge John P. Schlegelmilch: All right. So, May 18th. They filed their original complaint on June 8th. So, they are well within the 60-day period to file a suit to contest the sale?

Kenneth Ching: Yes.

Judge John P. Schlegelmilch: Okay. So, as opposed to a presale, you have - now, there's no pending - all right. So, at the time of the sale, there was no pending case.

Kenneth Ching: Yes, Your Honor.

Judge John P. Schlegelmilch: Okay? So, therefore, there is no lis pendens that could be attached to the property.

1 **Kenneth Ching:** I'm referring to the federal case,
2 Your Honor.
3 **Judge John P. Schlegelmilch:** Well, I appreciate
4 that. I know you're referring to the federal case but the
5 federal case was dismissed by Judge Du [phonetic]. Okay?
6 **Kenneth Ching:** Sure, yes, Your Honor.
7 **Judge John P. Schlegelmilch:** Okay. So, the federal
8 case was dismissed by Judge Du, so even if there was a lis
9 pendens, potentially, on the property in relation to that
10 case, it would have been removed or it should have been
11 removed at the time of the sale because there was nothing
12 pending, you know, in the courts. So - but apparently,
13 they filed an appeal on that. I don't know what that is. I
14 - you know, and I'm not - who knows where things go into
15 the black hole of the Ninth Circuit. So, but, you know,
16 the - so, sure, if its pre-sale, I think you have - if
17 it's a presale and there's a lis pendens, I think
18 automatically, I can declare it void. Okay? But if it's
19 post-sale, they're allowed 60 days to contest the sale
20 based upon the (inaudible) who filed the statutes.
21 **Kenneth Ching:** Yes, Your Honor.
22 **Judge John P. Schlegelmilch:** You know what I'm
23 saying?
24
25 **Kenneth Ching:** I do.

1 **Judge John P. Schlegelmilch:** So, now whether or not
2 you're a bonafide purchaser, I think is a factual
3 determination that is subject to discovery at least. Not
4 to say that I would make that determination today, right,
5 because I wouldn't. This is just on a Rule 12 motion to
6 dismiss.
7 **Kenneth Chingten:** Understood.
8 **Kenneth Ching:** I see what you're saying, Your Honor,
9 and I accept what you're saying. I will go back to just
10 again suggest that I don't think - I don't think there's
11 allegations to even support a theory that we're not a good
12 faith purchaser, that we're not a bonafide purchaser.
13 Again, it's an inference based on the fact we have in-
14 house counsel, and a speculation that we conspired with -
15 I don't know. I don't know who we're supposed to conspire
16 with. So, I guess, I'm suggesting that the allegations -.
17 **Judge John P. Schlegelmilch:** But I don't - but even
18 if your client - all right. So, even if your client is a
19 bonafide purchaser, okay, they still can contest the sale
20 within 60 days, post-sale.
21 **Kenneth Ching:** Agreed.
22 **Judge John P. Schlegelmilch:** All right. So - and
23 they served you, so you want notice of it because it looks
24 like you were served at least with the original complaint
25 back on June 20th of 2018. So, you were served - not only

they filed within that 60 days, you were served within that 60 days. So, they put you on notice that they were contesting the sale.

Kenneth Ching: Yes, Your Honor.

Judge John P. Schlegelmilch: I'm having - to be honest with you, I'm having a problem with what the remedy is one way or another. Okay. So, in this case - and nobody really dealt with that issue on motion to dismiss. So, I mean, though, even if they prevail, even if the Kramer's prevail, I'll reverse the sale because they didn't get the notice of default like they're claiming, okay? So, all it does is just start over.

Kenneth Ching: Agreed, Your Honor, which also leads to another point that is in our briefing that it isn't been alleged that they are in default, that they may be just a bit tendered. So, I think there are some underlying defects in that aspect of their allegations, but I didn't ---.

Judge John P. Schlegelmilch: I'm not sure that they will require - so, because they got discharged in bankruptcy, I'm not sure that they were required. You see, that's another hitch in this whole thing, all right? So, because they're personal responsibility got discharged. I'm not saying the responsibility that the deed to trust disappears, certainly not. But their personal liability on

1 the note was discharged in bankruptcy a number of years
2 back. So, I think there's issues in relation to - there
3 could be tender issues and other issues in relation to
4 this case that go directly to the property perhaps, but
5 they can't go to the Kramer's because they don't have any
6 personal responsibility. It's a very - its interesting in
7 that respect, you know? But still, ultimately, at the end
8 of the day, the process just starts again. Just starts
9 over. And if the process just starts over and there's not
10 tender on the outstanding balance of the - what's owed
11 under the deed of trust, it gets sold again. And so,
12 unless they can come up with some kind of financing to pay
13 off the note, that I don't know, you know, pay off the
14 property based on how much is still owed on. I mean, I
15 don't even know the answer to that question right now.
16 **Kenneth Ching:** How much?
17 **Judge John P. Schlegelmilch:** How much is actually
18 owed on the property with the interest and everything else
19 that's accumulated on the last seven years or whatever it
20 is - from the time of default to discharge. I mean, the
21 bankruptcy or, you know, clearly sets forth that the deed
22 of trust survives. So, I'm not - I'm not even too worried
23 about that issue. You know, the only thing that bankruptcy
24 lawyers discharge personal liability is the plaintiffs.
25 But because they're the makers of the deed of trust, they

still have - they still are provided the ability, I think, under the law, to come in and pay the note off - pay the property off. I shouldn't even say the note because the note is - the note itself, any personal liability on the note is discharged. So, to pay the property off, is a better way to put it. Based on the deed of trust. So, it's interesting in that respect.

Kenneth Ching: Yes, Your Honor. A few other points to address in terms of fraud, that has not been alleged with particularity [Indiscernible] [0:16:16] fraud requires and to particularity the time, the place -

Judge John P. Schlegelmilch: In the second - in the first amended complaint, did they actually allege fraud?

Kenneth Ching: They have constructive fraud, I believe. I think that was the first complaint.

Judge John P. Schlegelmilch: I think that that was the first complaint and I note it, yeah. I mean...

Kenneth Ching: Based on res judicata, (inaudible) caught issues, as well, Your Honor, that the second - the first amended complaint is not very different than the first complaint. So, the extent of the first complaint was dismissed all the same - all same complaints except for, you know, basically, we got unlawful foreclosure which after the first complaint was dismissed, it's all granted, for leave to amend and they've restated several of

1 their other - several of their other complaints, excuse
2 me, their legal claims the slander of title, the debt
3 relief, quiet title, those were dismissed earlier, Your
4 Honor, and then, simply re-filed.
5 **Judge John P. Schlegelmilch:** Well, they were stated
6 different, I think. They were stated based on this big -
7 national - nationwide conspiracy for - that there was no
8 evidence of in this particular sale.
9 **Kenneth Ching:** Agreed, Your Honor. And once again,
10 I suspect that conspiracy - I mean -
11 **Judge John P. Schlegelmilch:** And that was also dealt
12 with at the federal level.
13 **Kenneth Ching:** Yes.
14 **Judge John P. Schlegelmilch:** So, the original
15 complaint didn't really include except for one sentence,
16 the allegation that they didn't receive the notice of
17 default. It was one line in the original complaint, and
18 that's why I gave them leave to re-file it because they
19 could be an unlawful foreclosure action based on their
20 failure to receive the notice of default.
21 **Kenneth Ching:** Sure. Agreed. So, that's what I saw
22 it as leave to amend and then be backed with other, well,
23 conspiracy theory, which I can't speak to, except to say
24 that Breckenridge denies conspiracy (inaudible) any
25 participation in any conspiracy.

1 **Judge John P. Schlegelmilch:** I view that kind of
2 stuff as mostly surplusage.
3 **Ace Van Patten:** Agreed.
4 **Kenneth Ching:** Your Honor, so those are the big
5 picture points, and if you wanted to go point by point
6 with any of the claims, I don't have new things to say
7 about them other than what's said in the brief about
8 specific claims and why we think they don't lie against
9 Breckenridge, Wedgewood or McDermott. Your Honor, at a
10 minimum, I would ask the court to consider dismissing
11 Alyssa McDermott, an individual who's just an employee of
12 Wedgewood, who has no - there's no allegation of
13 [Indiscernible] [0:19:31] she's simply an employee.
14 There's no allegation issues acting outside the scope of
15 her employment through Wedgewood. There's no - she's just
16 an individual who happens to work for us. I having her
17 named personally in any lawsuit. I think it doesn't stand
18 Rule 12 analysis, you know, based on the allegations.
19 **Judge John P. Schlegelmilch:** Right. So, both
20 McDermott and Wedgewood are not owners of the property.
21 **Kenneth Ching:** No, Your Honor.
22 **Judge John P. Schlegelmilch:** So, Wedgewood is just
23 the manager for Breckenridge ?
24 **Kenneth Ching:** Yes, Your Honor.

1 **Judge John P. Schlegelmilch:** Okay. Fair enough.
2 All right. Okay. So, Mr. and Mrs. Kramer, do you have
3 anything in relation to that?
4 **Audrey Kramer:** Yes, Your Honor. The reason that we
5 included Breckenridge and Wedgewood Inc and Alyssa
6 McDermott was because when we were first contacted and
7 when our property management first contacted Mrs.
8 McDermott touted herself as the owner - the new owner of
9 the property. And so, we had no way of knowing to the
10 contrary of that. And -.
11 **Judge John P. Schlegelmilch:** Well, you knew - all
12 right. So, you knew it by the time you filed your second
13 - your first amended complaint because it was clear at the
14 time we were here the last time, that they're not titled
15 owners, they have no ownership interest in the property,
16 that Breckenridge is the only one on title.
17 **Audrey Kramer:** And when - and when I first had
18 contact with Mr. Nelson, who was in-house attorney for
19 Breckenridge, he had - I explained this to him, and I -
20 all I asked him for is that he would give me an affidavit
21 providing that what they're alleging now that I would
22 happily drop them from the complaint, he did not do that,
23 so maybe I think that he was not able to do that -.
24

1 **Judge John P. Schlegelmilch:** But the deed,
2 transferring the deed - the trustee's deed transferring
3 the property transfers it to Breckenridge alone. I mean,
4 to - yeah, Breckenridge alone.
5 **Audrey Kramer:** But I didn't know that it - for me,
6 that just could have been like a shell company still
7 associated with her name. I have no way of knowing of that
8 discovery of any sort or any affidavit to that effect that
9 the fact that she wasn't part of Breckenridge and then -
10 or Wedgewood Inc., you know? I - it was just like moving
11 shells around, I really didn't know. And so, I would have
12 been happy or sufficed to say had they have been willing
13 to give an affidavit, that's all I asked for. I would have
14 not included them in the complaint. And when I spoke with
15 Mr. Nelson on the phone, he was - and I know that this is
16 not an admissible thing as evidence or anything like that,
17 but he touted himself, first of all, he was very
18 knowledgeable of National Default and Chase. And he also
19 said that he'd done over 200-plus transactions, and he
20 came across as a professional flipper, and because it was
21 a big enough company that they had in-house counsel, I
22 believed that - and I also looked up on Google and they
23 had multiple lawsuits that they were involved with, with
24 regarding property purchases that they do in California,
25 as well. And so, I believed that he - it would have just

1 stood to reason, logical reason, that he would have done
2 due diligence, or should have done due diligence at the
3 very least, and asked National Default because of his
4 established relationship that he told me about, and he
5 knew Chase was involved. I didn't disclose that to him.
6 **Judge John P. Schlegelmilch:** All right. So, he filed
7 for quiet title, though. All right? So, did you ever read
8 chapter 40 and what the requirements are that you need to
9 follow in order to proceed on a quiet title action?
10 **Audrey Kramer:** I'm sorry. I couldn't -
11 **Judge John P. Schlegelmilch:** Did you ever read
12 chapter 40 in relation to the requirements that you need
13 to follow in order to support a quiet title action?
14 **Audrey Kramer:** I have read it. I'm not sure that I
15 was first as the -
16 **Judge John P. Schlegelmilch:** Okay. Well, this is the
17 problem. While I was very clear in relation to quiet
18 title. Now, on the unlawful foreclosure, you know, that's
19 a different deal, and the sale could potentially be
20 reversed. Okay? But you're suing for quiet title, okay?
21 That you want to have a title placed in your name. All
22 right? You cannot - if you - the law requires, okay,
23 absolutely requires within 10 days of issuance of a
24 summons that a lis pendens be filed, okay? Absolutely
25 requires it, okay? There's no wiggle room on that. It also

1 requires that the property needs to be posted, none of
2 which has occurred in this case. And it - so - and it also
3 requires that you name the property itself as a defendant
4 and name the - and it's the property itself at full
5 description is included in the summons, none of which
6 occurred in this case. None of - none of which occurred
7 in this case. Okay? So, the fact of the matter is, is
8 that even though you sued for quiet title, basically quiet
9 titles is that - is you're asking the title be placed in
10 your name as opposed to these individuals. Well, you
11 cannot support that claim.
12 **Audrey Kramer:** So, Your Honor, I believe that if we
13 prevail on the unlawful foreclosure that -.
14 **Judge John P. Schlegelmilch:** That doesn't quiet
15 title in your name. That does not.
16 **Audrey Kramer:** That's why we asked for quiet title
17 because if we prevailed on a nondisclosure of notice of
18 default.
19 **Judge John P. Schlegelmilch:** All it does is pretty
20 back to the start. That's all it does. It doesn't quiet
21 title in your name.
22 **Audrey Kramer:** Okay. I just - I believe strongly
23 that they knew about the litigation and the controversy of
24 the property because they purchased or obtained their
25 checks a week before the purchase transaction took place,

1 while it was still being litigated in federal court. And
2 I believe that given the history that Mr. Nelson presented
3 to me which he didn't have to do, he was just - sounded
4 boastful at the time, and he was so knowledgeable about
5 all the interactions and the people that were handling the
6 foreclosure. And in terms of the specific layers, that it
7 just seemed like he knew or should have known that there
8 was pending litigation on the property in absence of
9 getting the lis pendens. So, I'm just saying, as I
10 believe that he knew, I believe that because of the amount
11 of litigation that they may have with other properties
12 that they purchased as professional flippers, that this
13 wasn't foreign to them, and I would think it even the very
14 least, the least thing he would do is say, "Hey, what's
15 going on with this." You know, I really thought that there
16 would have been some kind of [Indiscernible] or something
17 like that on the telephone or whatever, where he would
18 have been able to inquire as to the difficulty. And also,
19 if he did an examination of the title documents, which I
20 would think that an in-house lawyer would do, if this is
21 what their full job is, is just purchasing properties at
22 foreclosures, they would seen that there were problems in
23 the title, in the chain of titles. It's really obvious
24 that there's breaks in the title. And I would have
25 thought that that would been glaring that he would have -

there would have been a red flag, that there could be problems over this, and that we would actually get all your checks in advance until you see how the thing turned out.

Judge John P. Schlegelmilch: But you're not - you're not arguing that there's problems with the chain of title, you're arguing that there was -

Audrey Kramer: He told I -

Judge John P. Schlegelmilch: - that some - that some - for some reason, there was an assignment that wasn't recorded on time. You know, that's - that has nothing to do with title. Okay? So, title was in your name. I mean, clearly, title was still in your name at the time of the sale. The title to the property was still in your name at the time of the sale. The only difference is that it - .

Audrey Kramer: It was the assignment of the deed of the trust.

Judge John P. Schlegelmilch: You can assign the deed a trust 100 million times.

Audrey Kramer: Correct, but there were breaks in that, that's what I'm trying to tell you. There were breaks in that chain of title. And I didn't argue it here in this first amended complaint because, Your Honor, [crosstalk] [0:28:28]

1 **Judge John P. Schlegelmilch:** Well, because the
2 federal court already send, You don't have an argument.
3 **Audrey Kramer:** Right. So, it doesn't - it doesn't
4 negate the fact that they're still present. And I'm just
5 saying - and so, I'm just using that as a reason of why I
6 believe that there was cohorting going on between the
7 parties, because there was a break in the title. And any
8 lawyer - and this is what they do full time before this
9 particular (inaudible), this purchase, you know,
10 foreclosed properties, that he would have seen that there
11 was some glaring problems with the title, that he would
12 have at least at the very least asked National Default,
13 you know, what's going on with this property? Is it still
14 pending? Has the case been setted?"
15 **Judge John P. Schlegelmilch:** But you're implying a
16 duty that he doesn't have. So, it -
17 **Audrey Kramer:** It's just reasonable - it's a
18 reasonable assumption.
19 **Judge John P. Schlegelmilch:** Well, but we're - but
20 we're implying a duty that he just does not have. There's
21 no duty for him to do any of those things, so on behalf of
22 Breckenridge anyway.
23 **Audrey Kramer:** Well, we're just giving you a reason
24 why we felt that there was a conspiracy and cohort and
25 prior knowledge, and I'm - we have no evidence or proof

1 that they actually went to the auction on the courthouse
2 steps or if when it took place, that could have been done
3 on the telephone. And I don't think that that falls in
4 line with the law. Because in order to foreclose
5 lawfully, it has to be a public auction.
6 **Judge John P. Schlegelmilch:** Do - but do you have
7 any evidence to say it wasn't?
8 **Audrey Kramer:** That I would like to have evidence or
9 discovery to show otherwise.
10 **Judge John P. Schlegelmilch:** So - Okay.
11 **Audrey Kramer:** Anyway, I will tell you that I don't
12 have a problem with releasing Alyssa McDermott or
13 Wedgewood. And it's not my decision, it's yours, clearly,
14 but I don't have any problem with that.
15 **Judge John P. Schlegelmilch:** All right. So - All
16 right. So, Mr. Van Patten, on your motion to dismiss?
17 **Ace Van Patten:** Well, Your Honor, I'll just add to
18 what's already been said [Indiscernible] [0:30:36] sort of
19 jump ahead to what seems to be really the heart of it, the
20 unlawful foreclosure claim. We don't think that there's
21 sufficient allegations in the complaint which support an
22 unlawful foreclosure. First of all, the bankruptcy does
23 not cure or otherwise waive the default, they haven't
24 alleged that there was no default only that because of the
25 bankruptcy, we think that there's not [Indiscernible]

[0:31:04] As your honor pointed out, there's still is an underlying debt obligation. It's just not personally exercisable against with the party being discharged. Like - so, all the interim rights the -

Judge John P. Schlegelmilch: But aren't they still entitled to notice, because they are - they're the makers of deed of trust?

Ace Van Patten: They would be entitled to notice, but they're also obligated to alleged that they're not in default, and here they haven't done, so there is no basis for their - for their allegation that they're not in default when the bankruptcy had no effect on whether or not the account was current or default or otherwise, it only affects whether that debt is non-recourse debt or standard debt, it could be enforced against them personally. And in terms of the notice, though, the notice that they've alleged they're entitled to get that they were not living in the property, it's not owner-occupied property. The statutes that they've cited to under the foreclosure mediation program, the Homeowners Bill of Rights, NRS 107.090, they're inapplicable here. The mediation requirements and the Homeowners Bill of Rights requirements required property be owner occupied.

Judge John P. Schlegelmilch: And I don't disagree with that. Okay? But the allegation that they failed to

1 receive notice of the deed, notice of default and election
2 to sell, and therefore they were not given the opportunity
3 to cure [phonetic] the property is a factual allegation.
4 Right? They're not entitled to foreclosure mediation, I
5 grant you that, okay, because they're not primary
6 residence in the property. That's not their residential
7 property or there's no evidence for the court that it's
8 their residential property. From the evidence that I saw
9 was that they had somebody property managing it and were
10 renting it out. Okay? So, from what I've seen in the
11 complaint. I mean, that's how even in allegation Chiefin
12 and or somebody was property managing it and renting it.
13 **Ace Van Patten:** Well, I think, Your Honor, though,
14 even if they alleged that they didn't receive notice, they
15 haven't provided a basis for - the statute doesn't require
16 that the notice be sent to every possible address, it
17 provides for what addresses need to be provided. And that
18 they were not living in the property; they hadn't filed a
19 recorded request to receive that. The fact that they did
20 not personally receive notice of that doesn't sort of
21 negate the facts that under the statutes, they may not
22 have received personal notice of it.
23 **Judge John P. Schlegelmilch:** But if the bank
24 actually knew and they asserted, okay, and they complained
25 that the bank actually knew where they were located.

1 **Ace Van Patten:** Again, the - I don't think that that
2 allegation alone is enough to defeat the motion to dismiss
3 when the basis of what they're relying upon underneath
4 that in a briefing is NRS107.090, which requires a
5 recorded request. They're not arguing under NRS107.090
6 that they didn't receive statutorily-required notice.
7 Under .090, the only way that that's even triggered is by
8 recording a request to be provided with these documents.
9 There's no allegations in the complaint that they've
10 recorded such a request.
11 **Judge John P. Schlegelmilch:** Okay, I understand what
12 you're saying there. But regardless of what they're
13 arguing and their opposition's, the factual assertion is
14 that they didn't get notice on the complaint, right?
15 Didn't get notice of the default, that's the factual
16 allegation.
17 **Ace Van Patten:** As Your - as Your Honor put it
18 earlier, if the court is reading that, the complaint sort
19 of broadly -.
20 **Judge John P. Schlegelmilch:** Don't I have to? I
21 mean, isn't that the law to state in - aren't I required
22 to read it in favor of the plaintiffs on a motion to
23 dismiss?
24 **Ace Van Patten:** Well, I think we're also - we should
25 be -

Judge John P. Schlegelmilch: Because we're not here on a summary judgment.

Ace Van Patten: Understood.

Judge John P. Schlegelmilch: And so, it's a different standard. You know, it's a different standard that the courts are bound to on a motion to dismiss than they are on a summary judgment. So - and really, that's my sole and only problem with some of the - what you guy - you know, what you folks are indicating to the court.

Ace Van Patten: And I understand if the court is going to be read it that way and going to grant them that deference, then obviously, that's special audit [phonetic]. But we still think that there are no other grounds for the other claims to be assertive - that were asserted as part of those and because of [Indiscernible] [0:36:34], but also, as the court pointed out, quiet title, it's even more applicable to NDSC, we hadn't recorded interest. We're merely acting as a foreclosure trustee. Similar with the slander of the title for when we're conducting a foreclosure sale based on the default. There's no malicious intent there, it's strictly - and even if the notice was defective, that's not a malicious communication.

Judge John P. Schlegelmilch: It's not a slander. It's not a slander.

1 **Ace Van Patten:** And so, I think that at most, if the
2 court is inclined to, to correct that, or to read the
3 complaint as broadly as it seems to be inclined to, then I
4 think the only thing that's viable in regards to NDSC is
5 this unlawful foreclosure portion. And I think that there
6 is also an argument that NDSC lacks standing. I don't
7 think there's any allegations in there which would dispute
8 the NDSC. NDSC was only acting as in the capacity of
9 trustee, it doesn't - it wasn't the beneficiary, who by
10 the way, has not been named in the action. It didn't need
11 to require possession of the note or the original Deed of
12 Trust or those assignments in order to get (inaudible)
13 foreclosure. Thus, substitution of trustee was reported
14 years ago. And so, that's what gives NDSC authority to
15 proceed - it's not proceeding as beneficiary. So, I think
16 at most, if any claims were made, it should be limited to
17 that unlawful foreclosure, and really, what should be at
18 issue whether those notices were appropriately provided
19 now.
20 **Judge John P. Schlegelmilch:** Okay. Very good.
21 Anything on that, folks?
22 **Audrey Kramer:** Yes, Your Honor. So, regarding the
23 107.090, I've read that very carefully, numerous times.
24 And what it states is in section 3, the foreclosing ARM,
25 in this case, National Default, must fulfill both

1 subsection A and B. Subsection A requirement, each person
2 who recorded a request for a copy of notice; and
3 Subsection B, requiring each person with an interest who's
4 interest or claimed interest is subordinate to deed of
5 trust must be notified in writing via registered or
6 certified US mail, return receipt requested, and the
7 postage prepaid a copy of the notice of default. It
8 doesn't say that anybody who wants to be noticed.
9 **Judge John P. Schlegelmilch:** You are entitled to
10 notice. She doesn't even have to argue that.
11 **Audrey Kramer:** Thank you.
12 **Judge John P. Schlegelmilch:** Okay?
13 **Audrey Kramer:** Thank you.
14 **Judge John P. Schlegelmilch:** All right. You're
15 entitled to notice.
16 **Audrey Kramer:** And because how would I know to ask
17 for if [crosstalk] [0:39:08] I didn't know it was being
18 filed against us in the first place?
19 **Judge John P. Schlegelmilch:** Okay. You're entitled
20 to notice.
21 **Audrey Kramer:** Okay. Thank you on that. And then,
22 with regard - I'm trying to remember all of the points
23 that Mr. Van Patten just said. With regarding any monies
24 or whether or not we tendered, you know, or required to
25 tender, that's in contention, in terms of we question the

1 validity of monies, because we never, ever fully accessed
2 what the line or revolving line of credit was. And that's
3 what everybody's hung their hat on is that line, because
4 that's what our bankruptcy attorney put in the schedule of
5 - we didn't call that scheduled - Financial schedules,
6 I'll just say that.
7 **Judge John P. Schlegelmilch:** Well, you got
8 discharged.
9 **Audrey Kramer:** Well, not - we didn't have anything
10 and it wasn't even like what you think. We did not want to
11 file bankruptcy, we have legal representation from Sagaria
12 Law, because they had handled the first bankruptcy which
13 was the chapter -
14 **Judge John P. Schlegelmilch:** Right, that's already
15 been determined. That's already been determined by the
16 Federal Court. And that's always due to [Indiscernible]
17 [0:40:28]. Federal court found that that deed of trust is
18 still existing on the property, that they're entitled to
19 go forward with foreclosure and the deed of trust, that
20 the bankruptcy didn't discharge that, that the underlying
21 obligation on that deed of trust is still alive, even
22 though you're not personally responsible for it. So,
23 don't argue what the federal court has already decided.
24 **Audrey Kramer:** [Indiscernible] [0:40:54] Your Honor.
25 The whole bankruptcy was dismissed because it was brought

1 wrongly by the association. And the trustee, the
2 bankruptcy trustee actually refunded all of our money that
3 we gave.
4 **Judge John P. Schlegelmilch:** As to dismissal of the
5 bankruptcy and where all I saw was a discharge.
6 **Audrey Kramer:** Well, I followed that in federal
7 court and you told me -
8 **Judge John P. Schlegelmilch:** All I saw was a
9 discharge, so - and maybe it was dismissed because - it
10 was discharged because it changed. Maybe the chapter 13
11 was dismissed and went to chapter 11 or something, I don't
12 know.
13 **Audrey Kramer:** And the -
14 **Judge John P. Schlegelmilch:** Or chapter 7 was - I
15 don't - I don't recall all the - I'm sorry, I don't do
16 federal bankruptcy law, so I don't know which chapter you
17 started with and which chapter you ended with because you
18 can -
19 **Audrey Kramer:** The creditor withdrew their
20 complaint. There - the creditor withdrew, and because of
21 that, they closed the bankruptcy. It wasn't discharged
22 like it had finalized.
23 **Judge John P. Schlegelmilch:** No, but the - but the
24 deed - the deed of trust stil survives.
25

1 **Audrey Kramer:** Okay. So, anyway, the dollar amount,
2 again, they were challenging the validity of the dollar
3 amount on that. And we've not been able to address that
4 with anybody because we've been going - playing catch-up
5 through this process. Also, with regard to National
6 Default Servicing being duly appointed as a substitute of
7 trustee, we question the validity of that, because, as Mr.
8 Van Patten may have mentioned, that - or maybe you said,
9 Your Honor, that this trustee - substitution of trustee
10 was done years ago, and it was done years ago. It was done
11 in December 5th, 2013. It was when Chase gave assignment
12 or substitution of trustee toward National Default.
13 However, Chase just filed in April 10 of 2018, their
14 assignments, self-assignment, self-fabricated fraudulent,
15 assigned the deed of trust to themselves for five years
16 after they have given assignment of deed of trust or
17 substitution - excuse me - substitution of trustee to
18 National Default. They didn't have the authority to even
19 appoint them as the trustee, because they even have it
20 assigned themselves to do that. And so, I'm saying
21 there's evidence of that. I'm giving you supporting -.
22 **Judge John P. Schlegelmilch:** As the successor to the
23 bank, prior to that, they had the authority to do that.
24 **Audrey Kramer:** Your Honor, there are several -.
25

1 **Judge John P. Schlegelmilch:** Even if they didn't
2 self-assign the note.
3 **Audrey Kramer:** I'm not sure that I agree with that.
4 And I think there are other courts in in this country that
5 have also disagreed with that, and it's been challenged in
6 the Ninth Circuit. There's a case file to that effect.
7 **Judge John P. Schlegelmilch:** Not if they purchased
8 the underlying assets from another bank.
9 **Audrey Kramer:** But they didn't, they got - they were
10 at - they had servicing rights, servicing rights. They
11 didn't actually have the assets, they have servicing
12 rights of it.
13 **Judge John P. Schlegelmilch:** Well, you're just -
14 you're just saying, if they have servicing rights under
15 the deed of trust, then they have the right to appoint a
16 trustee.
17 **Audrey Kramer:** They didn't have the - the deed of
18 trust was never assigned to Chase, it still has not been
19 lawfully assigned to Chase.
20 **Judge John P. Schlegelmilch:** Okay. Well, that's
21 been determined by the Federal Court already. Judge Du
22 determined that issue.
23 **Audrey Kramer:** But, Your Honor, Judge Du determined
24 that there are other courts that -

1 **Judge John P. Schlegelmilch:** Judge Du determined
2 that. That's [Indiscernible] [0:44:40] to this case. We
3 went over that the last time we were here.
4 **Audrey Kramer:** Okay.
5 **Judge John P. Schlegelmilch:** Okay? All right. So,
6 this is what I'm going to do. Cause of action number one,
7 unlawful foreclosure stands. Okay? Cause of action
8 number four, for declaratory judgment, stands, which, by
9 the way, keeps Breckenridge in the case. The motion as it
10 relates to McDermott and Wedgewood is granted. There's no
11 evidence to indicate that they had any ownership interest
12 in the property or have any bearing as to - or any
13 interest in the property. There's just been no evidence of
14 that at all. So, as McDermott Wedgewood, they're
15 dismissed from the suit. Quiet title action is dismissed;
16 they haven't presented a claim for quiet title, and
17 doesn't fit the criteria of chapter 40 for quiet title.
18 Nor have - nor have the Kramers properly proceeded on a
19 quiet title as required under Chapter 40, including fail
20 to provide the notices as required under the statute
21 [Indiscernible] [0:46:14] filing lis pendens requirement,
22 the statute failed to post the property as required under
23 the statute, failed to issue the summons named property
24 and naming the property in the complaint, period. So,
25 quiet title is dismissed. And they, haven't made a claim

1 for quiet title. The only thing that made a claim for
2 based on factual allegations in the complaint is that the
3 property was unlawfully foreclosed on, and they should get
4 declaratory judgment that the property should go back and
5 wind back to its original position prior to the notice of
6 default and election to sell. It's the only claim that
7 they've set forth that has any factual basis, okay, under
8 the complaint. So, the slander for title, as well is
9 dismissed. So, there's no claim for slander of title -
10 Okay.
11 **Audrey Kramer:** You Honor, may I ask why we don't
12 qualify for signed your title?
13 **Judge John P. Schlegelmilch:** Because they haven't
14 slander your title. This is a judicial - a non-judicial
15 foreclosure sale that you're contesting that was unlawful.
16 That doesn't slander your title. You can't go out and
17 sell this property tomorrow. I hate to tell you that.
18 **Audrey Kramer:** I understand that.
19 **Judge John P. Schlegelmilch:** But you cannot go out
20 and sell this property tomorrow without paying the bank
21 fully what they're owed. So, there's no slander, there's
22 no preventing you from selling this property. And you can
23 assert that. The Federal court already determined that
24 issue. So, you can't even assert that that's the case.
25 So, those two causes of action will stand under the

1 standards expressed by the Nevada Supreme Court that we
2 take every inference in favor of the plaintiff based upon
3 the amended complaint. So, cause of action one in four
4 exists. Cause of action two and three are dismissed. And
5 this case goes forward on those two causes. And, of
6 course, I understand, declaratory judgment is more of a
7 remedy, but the fact is the remedy is going to be - it
8 would be asserted against Breckenridge in this particular
9 case for the unlawful foreclosure. So, if this court
10 ultimately reverses the sale, it affects the property
11 rights of Breckenridge. Okay? And I'm not taking away
12 any of your arguments at this point, I am clearly stating
13 for the record, that this is based on 12B standard for
14 dismissal.
15 **Ace Van Patten:** Thank you very much.
16 **Judge John P. Schlegelmilch:** Okay. As it relates to
17 discovery motion, there is a discovery motion, or there
18 was a individual case conference. I'm not sure it's a
19 discovery motion necessarily, but somebody tried to stop
20 discovery before the court allowed it, which is not
21 proper. You cannot start discovery before the court
22 allows discovery to commence, okay? And very clearly,
23 under the new Nevada Rules of Civil Procedure, the early
24 case conference does not take place until 30 days after
25 the first answer is filed. And if other people filed other

1 pleadings, then everybody has to be at the early case
2 conference, okay? So, the new Nevada rules of civil
3 procedure, and I would suggest that you look at them, are
4 very clear on that issue. Okay? So, and those were
5 effective as of March 1st, and you try to hold your case
6 conference in March. So, under the new rule, it was a
7 nugatory.
8 **Audrey Kramer:** It was a what, I couldn't hear you.
9 **Judge John P. Schlegelmilch:** A nugatory, it didn't
10 happen, because you have no right to ask for another case
11 conference because of the way the new rules - what the new
12 rule states. Now, that being said, an answer needs to be
13 filed, and I'll give you 20 days from today's date to get
14 an answer on file. Once the answer is filed, then proceed
15 as normal, and I would hope that you will cooperate even
16 if you're not in an agreement to discovery in this case,
17 because the fact is, that it very clearly says that the
18 rule - the rule itself says that it applies to attorney-
19 driven cases and pro per-driven cases with equal force.
20 Okay? So, just because we're at a pro per, doesn't
21 necessarily mean that we cannot follow 16 (1). All right?
22 And in fact, 16 (1) specifically says it, right at the
23 end. This rule applies to non-representative parties.
24 Okay? All right.
25 **Audrey Kramer:** Thank you, Your Honor.

Judge John P. Schlegelmilch: So, but - So, I'm going to - I know there was an opposition filed to the early case conference report. I'm going to grant that insofar as it wasn't truly an early case conference report, because an early case conference technically should not have occurred at this point. And you have the right to refuse to participate at that point, okay?

Audrey Kramer: So, Your Honor, you said - I just heard you say this, and I'm not aware of this. They filed an opposition?

Judge John P. Schlegelmilch: Yeah, they filed an opposition -.

Audrey Kramer: [Indiscernible] [0:52:44] and they've not been served with that and/or would be -

Judge John P. Schlegelmilch: Well, the court received it the 22nd, so that's the date the court got it.

Audrey Kramer: So, this has been an ongoing -

Judge John P. Schlegelmilch: On April 22nd, so -.

Audrey Kramer: This has been an ongoing issue, Your Honor, that I've brought to your attention the last time we were here, October 5th in 2018, where we're not getting served, or -

Judge John P. Schlegelmilch: So, are you living in 2364 Redwood Road -

Audrey Kramer: That is correct.

1 **Judge John P. Schlegelmilch:** In Hercules,
2 California?
3 **Audrey Kramer:** That is correct, Your Honor.
4 **Judge John P. Schlegelmilch:** Okay. 94547?
5 **Audrey Kramer:** That is correct, Your Honor.
6 **Judge John P. Schlegelmilch:** All right. So, there's
7 an affidavit and certificate of mailing that's been filed
8 with the court. So, I don't know if you're having a
9 problem with the post office -
10 **Audrey Kramer:** No, Your Honor.
11 **Judge John P. Schlegelmilch:** - or what's going on,
12 but the fact of the matter is, they've asserted - they've
13 indicated that they have - and this is not - you know,
14 Hutchison & Steffen was the one - were the ones that filed
15 the objection to the early case conference.
16 **Audrey Kramer:** Your Honor, if I could just bring to
17 your attention, and I put this in my opposition to their
18 motion for non-opposition reply on our part that they use
19 NEO Post [phonetic] I think it's called. And it's a self-
20 stamping method. And I included copies of their envelopes
21 because they put on the date that they say that they put
22 it in the mail. And sometimes, it gets through and the
23 post office doesn't even stamp it. But there's proof that
24 the post offices come back on a couple of occasions, which
25 I've included in my exhibits, to show you that this has

been going on. And the post offices put the correct date when they actually deposit it into the mail. And so, that's what's been happening, is that they've been holding [Indiscernible] [0:54:31]. These gentlemen have done themselves with somebody within their office; it's been neglectful in terms of putting that into the mail when they give -

Judge John P. Schlegelmilch: Okay. It is - all right, all right. It is an ethical obligation of every attorney to make sure that if their staff files and signs a certificate of mailing, that it goes out in the mail on the date it's dated. So -

Audrey Kramer: That's not happening, Your Honor.

Judge John P. Schlegelmilch: So, all right. Well - okay. I'm not going to imply that, all right? So, the fact of the matter is, one way or another, the early case conference under the rule, didn't happen. All right? So, you got to do it again once an answer is filed. I'm giving them 20 days to do it. Who wants to write the letter?

Kenneth Ching: I'll write, Your Honor.

Judge John P. Schlegelmilch: Okay. Mr. Ching, write the order, e-mail it to everybody. So, can you get it done in about 10 days?

Kenneth Ching: Yes, Your Honor.

1 **Judge John P. Schlegelmilch:** All right. So, I'll
2 give you 10 days to do the order. So, e-mail it to the
3 court's judicial assistant and the Kramers, and also NDSC.
4 Then, I will give you five days, anybody five days to make
5 any objection to the order, send it to me in Word or
6 WordPerfect. I prefer WordPerfect if you use it. I don't
7 know if your phone uses it. But also, send me a copy
8 that's editable. After I look at the objections, I will
9 modify it as I deem appropriate, and enter the order.
10 Orders in this court are always presented on plain
11 pleading. Proposed orders are always presented on plain
12 pleading per rule.
13 **Kenneth Ching:** I'm sorry, [Indiscernible] [0:56:27]
14 do you need the numbers on the side or without?
15 **Judge John P. Schlegelmilch:** No, no. With the
16 numbers but not with your firm name on it.
17 **Ace Van Patten:** Got you.
18 **Judge John P. Schlegelmilch:** Got it? Plain pleading
19 paper. Okay? All right. That's the order. Thank you.
20 **Kenneth Ching:** Thank you, Your Honor.
21 [Audio End]
22 [0:56:47]
23
24
25 **CERTIFICATE AND DECLARATION OF TRANSCRIBER**

1
2 I, [Judith Julian], am a disinterested party, and have no
3 interest in the outcome of the hearing. Further, I certify
4 this transcript is a true, complete, and accurate record,
5 to the best of my ability, of the recorded material
6 provided for transcription of proceeding.
7
8 Signed:
9
10
11 Transcribed by: Judith Julian
12 TranscriptionStar
13
14
15
16
17
18
19
20
21
22
23
24
25

1

Private Investigator, William Paatalo's Executed Declaration

EXHIBIT H

DISTRICT COURT
CLARK COUNTY, NEVADA

Leo Kramer and Audrey Kramer,

Plaintiffs,

v.

National Default Servicing Corp., et al.,

Defendants.

Case No. 18-CV-00663

DECLARATION OF PRIVATE INVESTIGATOR WILLIAM J. PAATALO

I, William J. Paatalo, hereby declares as follows:

1. I am an Oregon licensed private investigator under ORS 703.430, and have met the necessary requirements under ORS 703.415. My Oregon PSID number is 49411.

2. I am over the age of eighteen years, am of sound mind, having never been convicted of a felony or a crime or moral turpitude. I am competent in all respects to make this Declaration. I have personal knowledge of the matters declared herein, and if called to testify, I could and would competently testify thereto.

3. I have 17 years combined experience in law enforcement and private investigation with concentration on the mortgage lending industry and enforcement

actions seeking foreclosure of title or enforcement of possession. My Resume ("CV") is attached as "**Exhibit 1.**"

4. I have worked exclusively over the last 8 – years and more than 15,000 hours conducting investigatory research and interviews related to mortgage securitization and chain of title analyses. Typically my investigations are at the request of a homeowners or their counsel with the objective of determining whether there are facts that corroborate both the actual assertions and implied statements contained in various documents that purport to transfer, deliver or otherwise imply possession or ownership of a debt, note or mortgage (deed of trust in nonjudicial states).

5. I have performed such analyses for residential real estate located in many states, including, but not limited to Washington, Oregon, California, Arizona, Nevada, Florida, Ohio, Montana, New Jersey, Illinois, and numerous other states.

6. As of this date, I have conducted more than 1,200 investigations.

7. Because of my education and experience I am familiar with and have sufficient training and expertise to qualify as an expert, and I have testified as an expert in state and federal judicial proceedings in various jurisdictions throughout the United States.

8. Most recently, I testified at trial as an expert witness on August 6, 2018 in Re: *PennyMac Holdings, LLC v. Mario Carini, et. al., California Superior Court, County of San Diego, Case No. 37-2017-00039675-CL-UD-CTL.*

9. My specific areas of expertise that have been deemed qualified by the courts are as follows:

- Knowledge of the "Pooling & Servicing Agreements" and various Securities & Exchange Commission (SEC) filings associated with mortgage-backed securitized trusts.
- Specific language in the PSA's and Prospectus / Prospectus Supplements involving securitization participants, key dates, "Servicer Advances," sources of third-party payments, and transfer and conveyancing requirements to name a few.
- Knowledge and use of ABSNet / MBSData and the interpretation of its internal accounting data showing "advance payments" made to the certificate holders / investors, as well as other information specific to accounting, chain of title, and other aspects of securitization.
- Chain of Title analyses based upon publicly recorded documents, documents produced in discovery, and documents attached as exhibits to foreclosure complaints. Documents typically included mortgages, deeds of trust, assignment, notes, and allonges; in addition to documents filed under penalty of perjury with the SEC.

11. I was retained by the Plaintiff to review the chain of title for the Deed of Trust (DOT) originated by Washington Mutual Bank, F.A. on or about April 4, 2008, as well as the Substitution of Trustee (SOT) recorded on 12/05/2013 which are the subject of this action, and to render any opinions as to defects, deficiencies, or fraud should they exist.

12. The following documents were inspected and marked as exhibits:

Exhibit 2 – Amended Complaint & Exhibits
Exhibit 3 – Dayen Article
Exhibit 4 – Testimony Transcript – Robert Schoppe - FDIC
Exhibit 5 – Declaration of Neil Garfield, Esq.
Exhibit 6 – Chase letter to FDIC September 12, 2014
Exhibit 7 – Chase Emergency Motion – Proodian – FL - 2018
Exhibit 8 – Chase Supplemental Responses – Daee – TN – 3/30/15

3. Declaration of Private Investigator – William J. Paatalo

Exhibit 9 – Chase Supplemental Responses – Daee – 11/25/15
Exhibit 10 –Memorandum – Daee – TN
Exhibit 11 – Purchase & Assumption Agreement
Exhibit 12 – JPMorgan Chase Stipulation of Fact
Exhibit 13 – Hearing Transcript – Schiefer v. Wells Fargo
Exhibit 14 – FOIA Response
Exhibit 15 - Chase Collateral File Screenshots – Comparable Case #1
Exhibit 16 – Chase Collateral File Screenshots – Comparable Case #2
Exhibit 17 - Chase Consent Judgment – National Settlement
Exhibit 18 - Order – FL – Wells Fargo as Trustee v. Riley
Exhibit 19 - Chase "Investor" disclosure letters
Exhibit 20 - Affidavit of Marylin Lea
Exhibit 21 – *Kelley* Case – LNTH Screenshot
Exhibit 22 – LNTH Inv Codes – 3 comparable cases
Exhibit 23 - Deposition Transcript – Peter Katsikas – JPMorgan Chase
Exhibit 24 - Peter Katsikas testimony – Proodian
Exhibit 25 – Deposition Transcript – Matthew Dudas - JPMC

13. Having reviewed the above documents, and having conducted well over 300 investigations of WaMu mortgage loans involving the FDIC and Chase, my professional opinions are as follows:

a. The chain of title to the Kramer DOT is clouded and cannot be verified. JPMorgan Chase did not acquire, nor can it prove, ownership of any WaMu loan via the "Purchase & Assumption Agreement" (PAA) with the FDIC, including the Kramer DOT, and it remains an issue of fact as to whether it even acquired the servicing rights to any WaMu loan, including the Kramer loan, that was securitized and sold prior to the FDIC Receivership on September 25, 2008.

b. Washington Mutual Bank (WMB) tacitly admitted in "Securities & Exchange Commission" (SEC) filings that no endorsements would be placed upon

the notes it was selling and securitizing, and no assignments of the mortgages would be prepared or recorded to document the securitization and sales of the loans by Washington Mutual, Inc.'s subsidiaries. With full knowledge of these pre-receivership securitization and sales transactions, including the sale of the Kramer DOT, JPMorgan Chase (JPMC) has falsely asserted ownership to these loans using a generic and nondescript Purchase & Assumption Agreement (PAA) with the FDIC, and in turn, has executed self-serving assignments that contain material misrepresentations of beneficial ownership in order to create the illusion of standing and clean chains of title in thousands of foreclosure related cases. Such is the case here. My opinions, having previously been challenged as just theories, are now supported by JPMC's own admissions under oath in various court proceedings across the United States. These admissions show (1) JPMC knows of no employees or agents, currently or previously, who have any personal knowledge of any of the facts of the underlying transactions which they represent in their self-authored documents, and (2) in spite of these facts, JPMC admits that its employees forge and fabricate the necessary documents, (assignments, note endorsements, allonges, and affidavits) as needed for litigation; precisely the type of behavior discovered and forbidden in the billion-dollar consent judgments issued in the past decade. These behaviors continue unabated per my years of ongoing investigative research. And,

c. The assignment of beneficial ownership of the Kramer DOT to JPMC, which is fraudulent for the reasons set forth below, is executed and recorded more than four-years after JPMC asserted itself as beneficiary and substituted "National Default Servicing Corporation" (NDS) as Trustee in the recorded Substitution of Trustee (SOT) on 12/05/2013. As such, and for reasons set forth in this

Declaration, the SOT appears invalid, as JPMC had no authority to substitute trustees.

EVIDENCE IN SUPPORT OF OPINIONS

I. Background - WaMu's "Off-Balance Sheet Activities"

14. On April 13, 2011, the U.S. Senate's "Permanent Subcommittee On Investigations" published an investigative report that includes a detailed analysis of WaMu's securitization activities leading up to the financial collapse in 2008. The report can found be found at the following government website address:

https://www.hsgac.senate.gov/subcommittees/investigations/media/senate-investigations-subcommittee-releases-levin-coburn-report-on-the-financial-crisis

15. Key excerpts from the report are as follows:

Pg.116 –

E. Polluting the Financial System

Washington Mutual, as the nation's largest thrift, was a leading issuer of home loans. When many of those loans began to go bad, they caused significant damage to the financial system.

According to a 2007 WaMu presentation, by 2006, Washington Mutual was the second largest non agency issuer of mortgage backed securities in the United States, behind Countrywide.

By securitizing billions of dollars in poor quality loans, WaMu and Long Beach were able to decrease their risk exposure while passing along risk to others in the financial system. They polluted the financial system with mortgage backed securities which later incurred high rates of delinquency and loss. At times, WaMu securitized loans that it had identified as likely to go delinquent, without disclosing its analysis to investors to whom it sold the securities, and also securitized loans tainted by fraudulent information, without notifying purchasers of the fraud that was discovered and known to the bank.

Pg. 119 –

"WaMu Capital Corp. acted as an underwriter of securitization transactions generally involving Washington Mutual Mortgage Securities Corp. or WaMu

Asset Acceptance Corp. Generally, one of the two entities would sell loans into a securitization trust in exchange for securities backed by the loans in question, and WaMu Capital Corp. would then underwrite the securities consistent with industry standards. As an underwriter, WaMu Capital Corp. sold mortgage-backed securities to a wide variety of institutional investors. WCC sold WaMu and Long Beach loans and RMBS securities to insurance companies, pension funds, hedge funds, other banks, and investment banks. It also sold WaMu loans to Fannie Mae and Freddie Mac. WCC personnel marketed WaMu and Long Beach loans both in the United States and abroad.

Before WCC was able to act as a sole underwriter, WaMu and Long Beach worked with a variety of investment banks to arrange, underwrite, and sell its RMBS securitizations, including Bank of America, Credit Suisse, Deutsche Bank, Goldman Sachs, Lehman Brothers, Merrill Lynch, Royal Bank of Scotland, and UBS. To securitize its loans, WaMu typically assembled and sold a pool of loans to a qualifying special-purpose entity (QSPE) that it established for that purpose, typically a trust.

The QSPE then issued RMBS securities secured by future cash flows from the loan pool. Next, the QSPE – working with WCC and usually an investment bank – sold the RMBS securities to investors, and used the sale proceeds to repay WaMu for the cost of the loan pool. Washington Mutual Inc. generally retained the right to service the loans.

16. These findings are also supported by Washington Mutual, Inc.'s 10-Q filing with the U.S. Securities and Exchange Commission (SEC) on June 30, 2008 which states on (p.60),

Off-Balance Sheet Activities

The Company transforms loans into securities through a process known as securitization. When the Company securitizes loans, the loans are usually sold to a qualifying special-purpose entity ("QSPE"), typically a trust. The QSPE, in turn, issues securities, commonly referred to as asset-backed securities, which are secured by future cash flows on the sold loans. The QSPE sells the securities to investors, which entitle the investors to receive specified cash flows during the term of the security. The QSPE uses the proceeds from the sale of these securities to pay the Company for the loans sold to the QSPE. These QSPEs are not consolidated within the financial statements since they satisfy the criteria established by Statement No. 140, *Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities*. In general, these criteria require the QSPE to be legally isolated from the transferor (the Company), be limited to permitted activities, and have defined limits on the types of assets it can hold and the permitted sales, exchanges or distributions of its assets.

17. It is my opinion that the Kramer DOT was securitized and sold into the secondary market through one of WaMu's subsidiaries and its "off-balance sheet activities. As will be explained in-depth below, JPMC has specific "MSP"

(Mortgage Servicing Platform) screenshots within its custody and control that will show and prove (1) the sale prior to the FDIC Receivership, and (2) the investor codes for each sale and transfer.

II. JPMC did not acquire the assets of WaMu's subsidiaries

17. Attached as **Exhibit 11** is the widely publicized copy of the PAA dated September 25, 2008 between the FDIC and JPMorgan Chase. Page 2 of the PAA states,

"**Assets**" means all assets of the Failed Bank purchased pursuant to Section 3.1. Assets owned by Subsidiaries of the Failed Bank are not 'Assets' within the meaning of this definition."

18. The relevance to this will be explained further below.

III. No schedule or inventory of assets listing any specific WaMu mortgage loan acquired by JPMC exists. This includes servicing rights.

19. One fact is now well established – no schedule or inventory of assets listing any specific WMB mortgage loan acquired by JPMC, including the Kramer DOT, exists or has ever been produced or disclosed. The reason for this fact is most, if not all, residential mortgage loans originated by WMB were sold and securitized through WaMu's "Off-Balance Sheet Activities."

20. The testimony of Lawrence Nardi, the operations unit manager and mortgage officer of JPMC, who previously worked with WAMU and was picked up by JPMC after WMB failed confirmed that no schedule of assets exists. (*see*: Deposition of Lawrence Nardi in the matter of *JPMorgan Chase Bank, N.A., as successor in interest to Washington Mutual Bank v. Waisome*, Florida 5th Judicial

Circuit Case No. 2009CA005717.

http://www.scrib.com/doc/102949976/120509JPMCvWaisomeFLLawrenceNardiDeposition)

Here are the relevant questions and answers:

Q: (p.57, beginning at line 19) "Okay The are you aware of any type of schedule of loans that would have been created to represent the -- either the loans that were assets, loans or loans that were serviced by WAMU? Are you -- was the -- do you know if there is a schedule or database of loans like that?"

A: (p.58, beginning at line 1) "I know that there was a schedule contemplated in certain documents related to the purchase. That schedule has never materialized in any form. We've looked for it in countless other cases. We've never been able to produce it in any previous cases. It certainly be a wonderful thing to have, but it's as far as I know, it doesn't exist, although it was it was contemplated in the documents.

Q: (p.260 beginning at line 18) "Have you ever in your duties of being a loan analyst loan operations specialist, have you ever seen a FDIC bill of sale or a receiver's deed or an assignment of mortgage or an allonge?"

A: (p.260, beginning at line 23) "For loans, I'm assuming you're talking about the WAMU loan that was subject to the purchase here"

Q. (p.261, line 1) "Right."

A. (p.261, beginning at line 2) "No there is no assignments of mortgage. There's no allonges. There's no in the thousands of loans that I have come in contact with that were a part of this purchase, I've never once seen an assignment of mortgage. There is simply not they don't exist. Or allonges or anything transferring ownership from WAMU to Chase, in other words. Specifically, endorsements and things like that."

21. Attached as **Exhibit 5** is the Declaration of Neil F. Garfield, Esq. submitted in *Re: Mario Polychronas, Debtor - US BK CD-CA Case No. 1:11-bk-18306-vk* retrieved from the Federal Court's *PACER* System. Per Garfield's sworn testimony, Mr. Schoppe stated "*that there never was any instrument prepared or*

executed between JPMorgan Chase and either the FDIC or the bankruptcy trustee in which Chase acquired the loans. Specifically, he stated, 'if you are looking for an assignment of loans, you won't find it because it does not exist.'" **(Exhibit 5, ¶7).**

22. This is supported by Robert Schoppe's own testimony provided as **Exhibit 4** whereby Schoppe testified,

"Q. Are there any provisions in the Purchase and Assumption Agreement that talks to who's going to keep all the records, who's going to maintain the records if they're needed down the road?
A. Yes, there is.
Q. Okay. Explain that to us.
A. There is a continuing cooperation clause in there which basically says, in layman's terms, whoever has the records, if the other party needs them, we can get them.
Q. And so in this case, who maintains the records for all of the WAMU-originated loans?
A. JPMorgan Chase holds all those records.

Q. Under the Purchase and Assumption Agreement, did it provide that y'all were going to get like a list of all the loans or anything like that? Is there some kind of list that y'all have at FDIC, as receiver?
A. The agreement does call for us to get a list of the loans. We agreed that we would not get them. There were tens of hundreds of thousands of loans. We had no way of actually getting and -- we usually -- every other bank, we will get a download of all the loans. They number in the thousands. Here, they were numbering in the millions, I believe, tens of millions, and we simply didn't have capacity to download that information, store it someplace where we could get it. So we agreed with JPMorgan that we would not take a download. If we needed the information, we would just get it from them.

(Note) Schoppe also testified to the following:

Q. So when JPMorgan Chase took over or bought these purchases, do they pay something for this Purchase and Assumption agreement?

A. Again, I think -- I tried to explain it. Perhaps I didn't do a very good job, so let me do that again. They assumed all of the assets, and they also assumed which assets were -- round numbers, please don't quote me on that – I think it was about $330 billion. They also assumed; I believe it was about $300 billion worth of liabilities.

23. No schedule or inventory of any specific asset is also supported by an FOIA response letter from the FDIC on March 30, 2017 whereby the FDIC could find no responsive documents regarding any schedule of assets on the books of WMB. This FOIA letter was provided to me by a client as part of an investigation. **(Exhibit 14).**

24. For years now, JPMC has been getting away with a massive presumption that it acquired multi-billions of dollars' worth of loans created by "Washington Mutual" via the "Purchase & Assumption Agreement" (PAA), yet the mortgage loans they claim to have acquired, specifically the Kramer DOT, was not "on the books" of "Washington Mutual Bank" at the time the "Office of Thrift Supervision" (OTS) took control of WMB.

IV. Washington Mutual Bank routinely disclosed in SEC Prospectus filings for public trusts that the notes it was selling were not going to be endorsed "or otherwise marked to reflect the transfer" to the trusts, and no assignments would be prepared, which resulted in the intentional clouding of titles.

25. The following admissions / "Risk Factors" were made by WMB to the investors in the WMABS 2007-HE2 Trust's 424(B) Prospectus Supplement on P. 21 (SEC link -http://www.secinfo.com/d16VAy.u48.htm#1stPage)

For transactions in which WMB fsb holds some or all of the mortgage notes and mortgages as custodian on behalf of the trust, investors should consider the following:

The trustee will not physically possess some or all of the mortgage notes and mortgages related to the mortgage loans owned by the Trust. Instead, WMB fsb will hold some or all of the mortgage notes and mortgages as custodian on behalf of the trust. **The mortgage notes and mortgages held by WMB fsb will not be endorsed or otherwise marked to reflect the transfer to the trust, and assignments of the mortgages to the trust will not be prepared or recorded.** As a result, if a third party were to obtain physical possession of those mortgage notes or mortgages without actual knowledge of the prior transfer to the trust, the trust's interest in those mortgage notes and mortgages could be defeated, thereby likely resulting in delays or reductions in distributions on the certificates.

For transactions in which WMB fsb holds some or all of the mortgage notes and mortgages as custodian on behalf of the trust, investors should consider the following:

With respect to each mortgage held by WMB fsb as custodian on behalf of the trust, an assignment of the mortgage transferring the beneficial interest under the mortgage to the trustee or the trust will not be prepared or recorded. In addition, an assignment of the mortgage will not be prepared or recorded in connection with the sale of the mortgage loan from the mortgage loan seller to the depositor.

26. These same admissions / disclosures were made by WMB in many of their public securitization transactions filed with the SEC, and it is my opinion that this was WMB's common business practice with its private placement transactions and GSE sales to Fannie Mae and Freddie Mac as well. This is supported by the Nardi testimony as will be explained further below.

V. **Evidence shows a pattern and practice of fabricating endorsements and allonges upon notes, as the MSP System show notes are endorsed with WaMu signatures after 9/25/2008.**

27. Though no copy of the original Kramer Note was provided for

inspection, the following information is relevant for purposes of understanding the overall conduct and widespread practice of forging and fabricating documents beyond just the assignments.

28. Attached as **Exhibits 15 & 16** are collateral file servicing system screenshots produced in discovery in other cases which I was involved. Both of these comparable cases involve loans originated by WMB with the notes bearing endorsements "in blank" by a WaMu officer.

29. The screenshots in **Exhibit 15** show that the Note was taken into Chase custody on "Jul 18, 2009 5:49.59" and that the Note was subsequently endorsed "WaMu to Blank" on "Feb 24, 2012 12:14:51," with another "facsimile" endorsement of "WaMu to Blank" being created on "Oct 28, 2014 4:08:57" (**Exhibit 15, P. 3**, and "Exception Add Date & Time" **P.4**).

30. Attached as **Exhibit 16** are discovery documents provided by JPMC in "comparable case #2." The screenshots in this exhibit shows "NEN1 - Note Endorsement 1 – WAMU to Blank – Sep 24, 2013, 12:00:00 AM" (**Exhibit 16, P.2**).

31. My opinion in these comparable cases is that the notes were endorsed after the FDIC's takeover of WaMu on September 25, 2008, as there is an abundance of information now in the public domain, as well as within the realm of my personal investigative experiences, to universally suggest that the largest servicers create note endorsements and/or allonges when missing, or when needed in litigation to prove-up "standing." These are commonly referred to in foreclosure proceedings as "ta-dah" endorsements, which are never dated or witnessed by anyone having personal knowledge as to any underlying transactions.

32. On September 25, 2015, a hearing was held in *Schiefer v. Wells*

Fargo Bank, USBK – WD – ARK, 5:14-AP-0706. I retrieved a copy of the hearing transcript from the Federal Court's PACER System and I have attached as **Exhibit 13.** From my review of the testimony provided, Wells Fargo's witness, Robert Bateman, provided incriminating testimony as follows That JPMC applied the WaMu officer's endorsement upon the note in 2013:

P.35, L15-25 & 36, L1-5:

Question: "With respect to your prior answers as defined above, you indicated that the promissory note has never been aggregated into a larger of mortgage notes. Please explain the legal nature of the transfer in which you acquired this individual promissory note."

Response: "Wells Fargo Bank, N.A. purchased the promissory note on February 1, 2007 from JPMorgan Chase Bank National Association as successor in interest from the FDIC as receiver of Washington Mutual Bank."

(NOTE: This statement is an impossibility since WaMu had not failed until 9/25/2008).

P.44, L13-25 & P. 45, L1-11:

Q So, from your -- from your review before today and – and going through this a little bit today, other than the endorsements, is this the same note -- or does it appear to be the same note as what we've been talking about on the proof of claim and on the other exhibit?

A This copy of the note has a second endorsement on it that we have not previously discussed or -- or looked at, as far as I remember. I have seen a -- the original note, and I have seen a copy of the original note, which is the same as this copy. I have seen this copy before with the two endorsements on it that are in our electronic scanning system. Our system doesn't have a copy that has -- that has the redaction, but I have looked at a copy of this note with both endorsements on it. And when I say both endorsements, the second endorsement is a blank endorsement that is signed by Washington Mutual Bank, N.A.

Q Okay. And could you just read that whole endorsement to me, please, for the record?

A "Pay to the order of blank without recourse Washington Mutual Bank, F.A. by" -- and then there's a signature, and the name under it -- "Leta Hutchinson, Assistant Vice President."

Q Mr. Bateman, have you seen these -- these discovery responses before?

A No, I don't think I have.

P.46, L1-25 & P.47 thru 48:

Q Okay. Well, what I'd ask you to do for the Court is read the Request to Admit Number 3, which appears at the top of page 6, and then the answer. If you'll just wait a second so everyone in the courtroom can get there. All right. Please.

A "That at the time you acquired physical possession of the original note, it bore both the endorsements shown on the copy of the last page of the promissory note attached hereto as Exhibit A."

Answer to Request for Admission Number 3: "Denied. The note bore the endorsement from First Western Mortgage to Washington Mutual Bank, N.A. when received on February 14th, 2007. The endorsement in blank from Washington Mutual Bank, N.A. was completed in February 2013 pursuant to a limited power of attorney appointing – appointing Wells Fargo Bank, N.A. as the lawful attorney in fact for JPMorgan Chase Bank National Association as successor in interest from the FDIC as receiver of Washington Mutual Bank. A copy of the limited power of attorney is attached as Exhibit A."

Q Okay. Based upon your reading of that response, when was that second endorsement added?

A I'll read again what it says: "The endorsement in blank from Washington Mutual Bank, N.A. was completed in February of 2013."

Q And in -- in everyday laymen's terms, what would that mean to you?

A It means what it says.

Q Which is?

A On February '13, there was an endorsement in blank on the note.

Q Well, it says "completed." Who -- who completed?

A From Washington Mutual Bank, N.A.

Q Who would have completed the endorsement?

A I just read what this says. It says this was -- this was completed by Washington Mutual Bank. Well, in reading further -- let me continue to read after that. Excuse me. Reading further:

"Pursuant to a limited power of attorney appointing Wells Fargo Bank, N.A. as the attorney in fact for JPMorgan Chase Bank National Association as successor in interest from the FDIC as receiver of Washington Mutual Bank."

Q So, reading further, what do you think?

A **That the endorsement was by JPMorgan Chase Bank.**

Q I'm sorry?

A **That the endorsement was done by JPMorgan Chase Bank.**

33. Attached as **Exhibits 8 & 9** are Supplemental Responses produced by JPMC and a Memorandum **Exhibit 10** in the case captioned *Daee v. JPMorgan Chase USDC, MD TN* Case No. 3:13-cv-1332 which I retrieved from the Federal Court's *PACER* System. In *Daee*, two allonges were created on the subject Note by JPMC employees as needed to prove up the standing issues in the litigation. The chronological sequence for the creation of these allonges is outlined in JPMC's Supplemental Response (**Exhibit 8**).

16. Declaration of Private Investigator – William J. Paatalo

34. Attached as **Exhibit 9** is JPMC's Supplemental Responses dated 3/30/2015 which admit the following:

4. *State the dates JP Morgan Chase Bank, N.A. executed the allonges and state the basis for this knowledge.*

RESPONSE: (Objections Omitted) Chase's internal records indicate that the allonges were executed shortly before the foreclosure proceedings at issue in this case began.

1. *Identify the employees, supervisors or agents of JP Morgan Chase Bank, N.A. who has personal knowledge of the assignments and endorsements that occurred on December 17, 1998 and the allonges.*

RESPONSE: (Objections Omitted) [d]espite a diligent search, at this time Chase is not aware of any employees, supervisors, or agents that have independent personal knowledge or recollection of the assignments, endorsements or allonge, apart from knowledge gained from a review of relevant business records.

2. *Identify every person known to JP Morgan Chase Bank, N.A. who has, or who claims or purports to have, knowledge of facts which you contend support the allegations contained in your Answer and Motion for Summary Judgment.*

RESPONSE: (Objections Omitted) Chase states that the documents Chase relied on speak for themselves. Chase's position in this case is based on its review of business records, and despite a diligent search, at this time Chase is not aware of any employees, supervisors, or agents that have independent personal knowledge of the facts at issue.

35. JPMC admits that its employees created the assignment and note allonges despite having no personal knowledge of the underlying transactions and could produce no witnesses past or present with any knowledge of the facts surrounding the case. JPMC's position was that the self-serving documents they produced simply "spoke for themselves." This is a tacit admission of non-

compliance with the National Settlement and Consent Judgment attached as **Exhibit 17.**

36. In sanctioning Chase for its discovery abuses and delay tactics, the Court's analysis concluded in its memorandum **(Exhibit 10),**

"After the court's October 10, 2014 Memorandum pointed out multiple missing steps and unsupported assumptions inherent in Chase's representations to the court, Chase conducted further investigation and has now reversed course, contending that those transactions are irrelevant. Chase now essentially takes the position that the documents it recorded with the Sumner County Register of Deeds were (and remain) legally irrelevant and should be ignored in the court's analysis. After months of delay, Chase now claims that no depositions are warranted because, according to Chase, none of the employees or former employees have any personal knowledge of the underlying transaction[s,]"

"Chase seems to believe that it can operate on its own schedule, that it can selectively produce records that favor its position (whatever that position may be at a certain point in time), and that it can prevent reasonable inquiry into the veracity of its (shifting) representations and the import of underlying records."

37. The *Daee* and *Schiefer* cases represent a common theme in the hundreds of cases I have investigated involving alleged securitization of loans with WMB / JPMC involvement. I believe it is likely that the same holds true in all cases.

38. JPMC appears to have taken the position that it acquired beneficial interest in the Kramer DOT and loan via the PAA and the FDIC Receivership of WMB. But this is not what the publicly recorded assignment reflects. Attached as an exhibit to the complaint **(Exhibit 2)** is the only recorded assignment per my research which purports the following:

DOC #: 578946
Recorded: 04/10/2018
Executed: 04/4/2018
Assignor: Washington Mutual Bank, a Federal Association
Assignee: JPMorgan Chase Bank, N.A.

39. The assignment is executed by "Debbie A. Swayzer – Vice President – JPMorgan Chase Bank, N.A., as Attorney In Fact for the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, FA." First, the FDIC is not named as the assignee, as this was WaMu who ceased to exist as of 9/25/2008. Second, the assignment is a self-to-self transfer with JPMC playing both sides of the transaction even though JPMC names the defunct WaMu as the assignee. And third, there is no reference to any power of attorney document recorded in conjunction with this assignment showing the FDIC's involvement, as well as JPMC's authority to act on its behalf as an agent. This document is clearly fraudulent on its face, and this is quite common per my experience. It should be noted that I was personally solicited by a document fabrication mill in Idaho to forge and back-date an assignment in 2015 for a WaMu loan with a defective chain of title. (*See*: **Exhibit 3**).

40. Also attached to the complaint is the Substitution of Trustee (SOT) recorded on 12/05/2013 whereby JPMC substitutes NDS as Trustee in place of "California Reconveyance Company", the original Trustee named on the DOT. The recorded documents show that JPMC did not become beneficiary until more than four-years later. Though the assignment somehow implies that JPMC was acting as agent for the FDIC, there is no such authority implied in the SOT.

19. Declaration of Private Investigator – William J. Paatalo

There simply is no evidence to show JPMC having any authority as a beneficiary when it executed the SOT in 2013, and as such, the SOT appears to be invalid.

VI. JPMorgan Chase admits to destroying WaMu records and executing assignments and endorsements for loans "not reflected on the books and records of WMB as of September 25, 2008.

41. In addition to the tacit admissions in SEC filings outlined above, attached as **Exhibit 6** is a letter from JPMorgan Chase's counsel to the FDIC dated "September 12, 2014." This exhibit was taken directly from the FDIC's governmental website located at: https://www.fdic.gov.

42. This letter is a notice to the FDIC that JPMC sought reimbursement for expenses related to correcting defective chains of title on various loans that "were not reflected on the books and records of Washington Mutual Bank" at the time WMB failed on September 25, 2008.

43. JPMC makes the following tacit admissions in the letter:

The additional matters giving rise to JPMC's indemnity rights relate to costs incurred in connection with mortgages held by WMB prior to September 25,2008. These costs have resulted from aspects of-and circumstances related to-WMB mortgages that were not reflected on the books and records of WMB as of September 25, 2008, and include:

Costs incurred by JPMC to expunge records associated with WMB mortgages as a result of errors in mortgage documentation occurring prior to September 25, 2008, including erroneously recorded satisfactions of mortgages and associated legal fees and disbursements.

Costs incurred by JPMC to correct various defects in the chains of title for WMB mortgages occurring prior to September 25, 2008, including recording and legal services fees.

At the time of WMB' s closure, the above liabilities were not reflected on its books and records.

44. Again, it is my opinion that due to the defective and non-existent chain of title for the Kramer DOT, JPMC has taken advantage by assigning and transferring the DOT and Note unto itself. But again, no Note has been presented for my inspection.

45. I am not an expert in the law. However, I am informed by various counsel in similar foreclosure related cases that the original note must be present or re-established for enforcement to occur and that I should presume that the language of the Uniform Commercial Code applies in all states when enforcing a mortgage or deed of trust, to wit:

"9-203 - Attachment and enforceability of security interest; proceeds; supporting obligations; formal requisites. (a) A security interest attaches to collateral when it becomes enforceable against the debtor with respect to the collateral, unless an agreement expressly postpones the time of attachment.

(b) Except as otherwise provided in subsections (c) through (i), a security interest is enforceable against the debtor and third parties with respect to the collateral only if:

(1) Value has been given;"

46. Given the absence of corroboration of the implied assertion of a transaction in which the debt was purchased for value, it appears that these preconditions are not satisfied in this case. As an investigator I take the absence of any attempt to re-establish the note to mean that the current parties do not have any evidence of having purchased the debt for value, to which my investigation has found no such evidence.

VII. JMorgan Chase admits that mortgage assignments are

"materially false," were not assigned by the FDIC as they state, and do not transfer ownership, but only servicing rights.

47. From: *Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass Through Certificates, Series 2005-PR4 Trust v. Riley, Circuit Court Fifteenth Judicial Dist., Palm Beach County, FL, Case No.:50-2016-CA-010759-XXXX-MB:*

(Order attached as **Exhibit 18.**)

Plaintiff Engaged in Unclean Hands Trying to Prove Standing to Foreclose

Unclean Hands, Generally

1. *"One who comes into equity must come with clean hands else all relief will be denied him* ***regardless of merit of his claim,*** *and it is not essential that act be a crime; it is enough that it be condemned by honest and reasonable men." Roberts v. Roberts, 84 So.2d 717 (Fla.1956)(emphasis added).*
2. *Therefore, even if Plaintiff had standing to foreclose (a meritorious claim), Plaintiff would be denied the equitable relief of foreclosure upon a finding that Plaintiff took actions in pursuing this foreclosure that reasonable and honest men would condemn.*
3. *The Florida Supreme Court noted "the principle or policy of the law in withholding relief from a complainant because of 'unclean hands' is punitive in its nature." Busch v. Baker, 83 So. 704 (Fla. 1920). As U. S. Supreme Court Justice Black wrote:*

"[T]ampering with the administration of justice in the manner indisputably shown here involves far more than an injury to a single litigant. It is a wrong against the institutions set up to protect and safeguard the public, institutions in which fraud cannot complacently be tolerated consistently with the good order of society." Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238, 246, 64 S. Ct. 997, 88 L. Ed. 1250 (1944).

48. Also, in the Order,

22. Declaration of Private Investigator – William J. Paatalo

21. At trial, Ms. Marcott admitted that any claim JP Morgan Chase ever owned or sold Defendant's note and mortgage was false. She testified that Defendant's note and mortgage were not assets of Washington Mutual after 2005. As such, the 2010 assignment could not truthfully document a transaction that JPMorgan Chase obtained Defendant's note and mortgage from Washington Mutual and sold it to the Plaintiff Trust. This transaction never happened.

22. Moreover, the 2015 assignment contains a materially false statement that JP Morgan purchased Defendant's note and mortgage from the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Washington Mutual.

23. The note and mortgage were not assets of Washington Mutual to be sold by the FDIC Receiver to JP Morgan Chase and or to be sold by JP Morgan Chase to the Plaintiff Trust. Plaintiff's Trial Witness admitted the statement that the FDIC sold this loan as Receiver to Washington Mutual to JP Morgan Chase who sold it to the Plaintiff is materially false.

49. In the case *Proodian v Washington Mutual Bank, F.A., JPMorgan Chase Bank, N.A. et. al.*, JPMC employee "Matthew Dudas – Legal Specialist III" is asked about the assignment of Proodian's WaMu Mortgage from the FDIC to Chase (**Exhibit 25**). The assignment, and thousands of others like it, state that the FDIC is assigning the mortgage to JPMorgan Chase, and that JPMC is executing as attorney in fact for the FDIC. However, when Dudas is asked point blank whether the FDIC assigned the mortgage, here was his response:

> Q Was the mortgage assigned from FDIC to Chase?
>
> MS. GABSI: Objection to form.
>
> A No.

50. Dudas testified that this assignment does not transfer any

"ownership" rights in the mortgage, but rather ONLY transfers the "servicing rights."

> Q Let me get this clear what this document means and says to me, that this document represents an assignment of servicing right, is that correct?
>
> A Yes.
>
> Q That this document does not reflect an Assignment of Mortgage, is that correct?
>
> MS. GABSI: Objection to form.
>
> A It's not an assignment ownership.

FILED COPY

51. Nowhere in any of these assignments does it specifically disclose that it is only servicing rights that are being assigned. JPMC clearly states in its self-authored Kramer assignment that it is transferring beneficial interest in the DOT and Note unto itself.

VIII. <u>Chase admits the loans were sold and securitized, then denies</u>.

52. In cases I have reviewed across the country, borrowers have made and continue to make, inquiries to "Chase" seeking the identity of the investor(s) of their WMB loan(s) only to be told,

> "Your loan was sold into a public security managed by JPMorgan Chase Bank, N.A. and may include a number of investors. As the

servicer of your loan, Chase is authorized by the security to handle any related concerns on their behalf."

53. Attached as **Exhibit 19** are two letters provided by JPMC to other borrower clients of mine with this exact language. In both cases, after having made these disclosures to the borrowers, JPMC took the position in court that it was the sole owner of the loans by the authority granted in the PAA, and there were no investors associated with these loans because, "WaMu never sold or securitized the loans."

54. This same situation occurred in a case I was involved in Ontario, Canada. Attached as **Exhibit 20** is an affidavit of JPMC's Marilyn Lea in the Canada case. Per the Lea Affidavit ¶20 & 21, she states that the letters sent from Chase stating that the subject loan had been "sold into a public security managed by [Chase]" were "sent in error."

55. "Exhibit V" to the Affidavit shows an MSP Servicing System screenshot of the "Loan Transfer History." (LNTH). Per the Affidavit ¶23 (a)(b), Lea states that in November 2009 the loan "was transferred to Investor ID A11" and that "Investor A11 was Chase owned." She also attests that "Investor A70" was also Chase owned. In cases I have been involved investigating Chase and these investor codes involving loans that were owned or serviced by WaMu and its subsidiaries, almost all codes coming into question are attested to as "bank owned" / "Chase Owned," even when codes exist in the loan transfer history screenshots moving from "OLD/INV" to "NEW/INV" (Old Investor to New Investor). This is highly unlikely, unusual, and is indicia of a "cover-up."

56. Attached as **Exhibit 21** is a screenshot taken from JPMC's MSP System regarding a WaMu loan originated on 08/07/2007 in a case I was involved. Two of the codes in this screenshot are "AO1" and "A11." The "A11"

code existed in WaMu's system on 12/17/07 and was not a code created by Chase as attested to in the Lea Affidavit. As explained further below, the "AO1" code belonged to the WaMu subsidiary "Washington Mutual Asset Acceptance Corporation," and I believe investor code "A11" was a private investor and not "bank owned;" likely "Washington Mutual Mortgage Securities Corporation" (WMMSC).

57. Attached as **Exhibits 22** are Pre-Receivership MSP screenshots in two other cases I am involved. Each of these screenshots show investor code "AO1" and in each case, Chase claims the loans were never sold or securitized, and were "bank owned" and acquired through the PAA. This is false.

58. Like these cases, it is my opinion that the Kramer "Loan Transfer History" screenshot within JPMC's MSP System, if produced, will very likely show the investor code(s) "AO1" and/or "A11" signifying the securitization and sale of the Kramer DOT and Note through WaMu's subsidiaries.

IX. JPMC's "AO1 Stipulation" is an admission against its own interests.

59. Attached as **Exhibit 12** is a "Joint Trial Stipulation Re Issues Of Facts" signed by JPMorgan Chase Bank on June 7, 2017 in the matter of *Harry M. Fox v. JPMorgan Chase Bank, N.A. et. al.*, CA SC LA, Case No. BC602491. I was personally retained as an expert witness in the *Fox* case.

60. The following facts were admitted and stipulated to by JPMorgan Chase Bank on P.2,

/

/

/

¶8-10:

"8. Investor Code AO1 in the Loan Transfer History File represents WaMu Asset Acceptance Corporation."

"9. Investor Code 369 in the Loan Transfer History File represents Washington Mutual Mortgage Securities Corporation."

"10. JPMorgan Chase Bank, N.A. did not purchase the loan from the Federal Deposit Insurance Corporation."

61. JPMC has contested my opinion in similar cases prior to their stipulation that the "AO1" code belonged to one of the WaMu subsidiaries WMAAC or WMMSC. Numerous witnesses for JPMC have testified in depositions and trials that my theory is incorrect because (1) the investor code "AO1" was assigned to WMB (2) the code signified "bank owned," and (3) that the loans were never sold or securitized.

62. Attached as **Exhibit 23** is the deposition transcript of JPMC witness Peter Katsikas who contradicts JPMC's own stipulation regarding Investor Code AO1. Per P. 45-46,

Q. So what three characters -- well, let's put it another way. What characters would indicate a Chase-owned asset -- a WaMu-owned asset? Excuse me.

A. For these two loans?

Q. Yes.

A. AO1.

Q. AO1?

A. Yeah.

Q. And that AO1 stands for what?

A. That's just the three digit code, which is bank-owned.

Q. AO1?

A. Uh-huh.

63. Peter Katsikas is the same witness used by JPMC in many cases, and he takes the same position in the court transcript marked as **Exhibit 24, P. 81,**

THE COURT: Okay. And then A01 was an ID used specifically for loans that came from WaMu?
THE WITNESS: As being bank-owned.
THE COURT: So bank-owned loans from Washington Mutual?
THE WITNESS: Correct. Yes, that's correct.

64. In the *Fox* case, a public trust was identified in the chain of title, and the trust was declared the beneficiary of the *Fox* Deed of Trust. To sustain its argument that the loan was properly securitized and sold to the trust, JPMC and U.S. Bank, N.A. as Trustee both stipulated that the Depositor entity WMAAC purchased and then sold the loan to the trust prior to the Receivership, and as such, <u>the loan was not a part of the purchase with the FDIC</u>.

65. Strictly from a title perspective, the above evidence clearly shows that WMB purposefully and intentionally chose not to document any chain of title to the mortgages and deeds of trust and note(s) upon selling the loans prior to its failure on September 25, 2008, and that JPMC has taken it upon itself to not only "*expunge records associated with WMB mortgages as a result of errors in mortgage documentation occurring prior t[o,"]* but also to *"correct various defects in the chains of title for WMB mortgages occurring prior t[o."]*This means there is no chain of title that can be determined outside of fabricated paperwork. In other words, the chain of title to tens of thousands of WaMu loans, including the

Kramer DOT, are "clouded" and fatally defective due to WaMu no longer being in existence. Yet in this case, the fatal defects did not impede the defunct WaMu from assigning the Kramer DOT and Note ten years after its demise.

I declare under penalty of perjury, under the laws of the United State and Nevada that the above is true and correct, and that this declaration was executed this 8th day of June 2019.

William J. Paatalo
Private Investigator – Oregon PSID# 49411

IN THE SUPREME COURT OF THE STATE OF NEVADA

LEO KRAMER; AND AUDREY KRAMER
Appellants,

NO. 82379

vs

NATIONAL DEFAULT SERVICING CORPORATION; ALYSSA MCDERMOTT; AND BRECKENRIDGE PROPERTY FUND 2016, LLC,
Respondents.

FILED
APR 02 2021
ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY D. Richards
DEPUTY CLERK

RECORD ON APPEAL

VOLUME X

Leo Kramer and Audrey Kramer
2364 Redwood Road
Hercules, CA 94547

In Proper Person

Ace C. Van Patten, Esq.
Tiffany & Bosco, P.A.
10100 W. Charleston Blvd
Ste. 220
Las Vegas, Nevada 89135
Attorney for Nat'l Default Serv.

Matthew Schriever, Esq.
Hutchison & Steffen
10080 W. Alta Drive, Ste 200
Las Vegas, Nevada 89145
Attorney for McDermott, Wedgewood and Breckenridge Property Fund 2016

21-09616

INDEX TO RECORD ON APPEAL

	PAGE NO.	*VOLUME*
Affidavit of Service Filed: June 20, 2018	120 - 121	I
Affidavit of Service Filed: June 20, 2018	118 - 119	I
Amended Certificate of Service Filed: May 28, 2019	1213 - 1214	IV
Amended Memorandum of Costs and Disbursements Filed: January 11, 2021	5033 - 5035	XI
Answer to First Amended Complaint Filed: May 17, 2019	1173 - 1185	IV
Answer to First Amended Complaint Filed: May 29, 2019	1215 - 1219	IV
Breckenridge Property Fund 2016 LLC's Joinder to National Default Servicing Corporation's Motion for Summary Judgment Filed: February 21, 2020	4360- 4364	X
Breckenridge Property Fund 2016 LLC's Opposition to Plaintiff's Motion for Summary Judgment Filed: April 8, 2020	4728 - 4738	XI
Breckenridge Property Fund 2016 LLC's Joinder to National Default Servicing Corporation's Opposition to Motion for Leave to Amend Complaint to Include Fraud Cause of Action Due to Newly Discovered Material Evidence Filed: February 3, 2020	3774 - 3776	VIII

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Breckenridge Property Fund 2016, LLC's Joinder to National Default Servicing Corporation's Reply in Support of Motion for Summary Judgment Filed: March 20, 2020	4529 - 4531	X
Case Appeal Statement Filed: October 9, 2020	4928 - 4930	XI
Case Appeal Statement Filed: January 19, 2021	5081 - 5082	XI
Case Management and Trial Scheduling Order Filed: August 8, 2019	2352 - 2354	VI
Certificate of Mailing Filed: October 9, 2020	4927	XI
Civil Cover Sheet Filed: June 8, 2018	1	I
Clerk's Certificate Filed: December 3, 2020	4999 - 5002	XI
Clerk's Certificate	5092	XI
Complaint Filed: June 8, 2018	2 - 115	I
Declaration of Counsel in Support of Opposition to Plaintiff's Motion for Summary Judgment Filed: May 2, 2019	1169 - 1172	IV

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Declaration of Audrey Kramer in Support of Plaintiffs Leo Kamer and Audrey Kramer's Motion for Summary Judgment Filed: March 24 ,2020	4713 - 4716	XI
Declaration of Ace C. Van Patten, Esq. Filed: February 20, 2020	3821 - 3824	VIII
Declaration of Audrey Kramer in Support of Plaintiff's Leo Kramer, and Audrey Kramer's Opposition to National Default Servicing Corporation's Motion for Summary Judgment Filed: March 5, 2020	4516 - 4518	X
Declaration of Audrey Kramer in Support of Plaintiff's Motion for Leave to File Motion for Summary Filed: April 28, 2020	4877 - 4879	XI
Defendant's Joint Case Conference Filed: August 1, 2019	2342 - 2351	VI
Demand for Jury Trial Filed: July 30, 2019	2340 - 2341	VI
Early Case Conference Report Pursuant to NRCP 16.1 Filed: March 29, 2019	1136 - 1141	III
ExParte Motion for Continuance Filed: February 1, 2019	1075 - 1077	III

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
First Amended Complaint Filed: October 29, 2018	575 - 765	II
Individual Case Conference Report Filed: July 22, 2019	2321 - 2339	VI
Joinder to National Default Servicing Corp Motion to Dismiss Filed: July 2, 2018	182 - 184	I
Joint Case Conference Report Filed: July 15, 2019	2303 - 2320	VI
Memorandum of Costs and Disbursements Filed: October 19, 2020	4956 - 4958	XI
Motion to Dismiss Filed: July 2, 2018	146 - 181	I
Motion to Dismiss First Amended Complaint Filed: November 19, 2018	766 - 774	II
National Default Servicing Corporation's Motion for Summary Judgment Filed: February 20, 2020	3830 - 4359	IX
National Default Servicing Corporation's Motion to Dismiss First Amended Complaint Filed: January 17, 2019	994 - 1072	III
National Default Services Corp. Motion to Dismiss Filed: June 25, 2018	122 - 145	I

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
National Default Servicing Corporation's Objection to the Plaintiff's Request for Judicial Notice of : Expert/Fact Witness, William J. Paatalo;s Amended Updated Curriculum Vitae, Executed Declaration and Forensic Report and Exhibits and Judicial Notice of: Widely Publicized Government Documents Within the Public Domain in Reference to JP Morgan Chase Bank's Pursuant to NRS 47.130 Matters of Fact; In Support of Plaintiff's Motion for Leave to Amend Plaintiff's First Amended Complaint and Request for Evidentiary Hearing Filed: January 23, 2020	3554 - 3557	VIII
National Default Servicing Corporation's Motion in Limine to Exclude and Disqualify William J. Paatalo Filed: December 23, 2019	2381 - 3159	VI
National Default Servicing Corporation's Opposition to Motion for Leave to Amend Complaint to Include Fraud Cause of Action Due to Newly Discovered Material Evidence Filed: January 23, 2020	3522 - 3553	VII
National Default Servicing Corporations Reply in Support of Motion for Summary Judgment Filed: March 23, 2020	4519 - 4528	X
National Default Servicing Corporation's Request for Judicial Notice Filed: February 20, 2020	3825 - 3829	VIII

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
National Default Servicing Corp Reply to Plaintiff's Opposition Filed: January 16, 2020	3511 - 3521	VII
National Default Servicing Corporation's Opposition to Motion to Strike Filed: January 29, 2020	3558 - 3565	VIII
Notice of Entry of Order Filed: January 11, 2021	5021 - 5032	XI
Notice of Taking Deposition of Audrey Kramer Filed: August 22, 2019	2376 - 2380	VI
Notice of Taking Deposition of Leo Kramer Filed: August 22, 2019	2371 - 2375	VI
Notice of Appeal Filed: October 6, 2020	4924 - 4926	XI
Notice of Taking Deposition of Person Most Knowledgeable for Chaffin Real Estate Services Filed: August 22, 2019	2367 - 2370	VI
Notice of Taking Deposition of Lee Anne Chaffin Filed: August 22, 2019	2363 - 2366	VI
Notice of Taking Deposition of Deborah Taylor Filed: August 22, 2019	2359 - 2362	VI

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Notice of Taking Deposition of Daniel Starling Filed: August 22, 2019	2355 - 2358	VI
Notice of Errata Regarding Certificate of Service Attached to Request for Submission of Motion to Dismiss Filed and Served on August 2, 2018 Filed: August 3, 2018	562 - 565	II
Notice of Non - Opposition to Defendant's Motion to Dismiss First Amended Complaint Filed: December 21, 2018	924 - 926	III
Notice of Entry of Stipulation and Order to Continue Hearing Filed: March 18, 2019	1130 - 1135	III
Notice of Appeal Filed: January 14, 2021	5064 - 5080	XI
Notice of Intent to Take Default Filed: May 28, 2019	1206 - 1212	IV
Objection to Plaintiff's Early Case Conference Report Filed: April 22, 2019	1142 - 1148	III
Opposition to Plaintiffs' Notice of Motion and Motion to Strike Opposition to Summary Judgment Filed by Breckenridge Property Fund 2016, LLC, Alyssa McDermott, and Wedgwood Filed: June 24, 2019	1397 - 1400	IV

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Opposition to Plaintiffs' Notice of Motion to Strike Breckenridge Property Fund 2016 LLC's Answer in its Entirety for Failure to Timely file an Answer or in the Alternative to Strike Portions of Defendant's Answer and all Affirmative Defenses Filed: June 24, 2019	1375 - 1396	IV
Opposition to Plaintiffs Leo Kramer and Audrey Kramer's Notice of Motion and Motion to Strike National Default Servicing Corporation's Answer to First Amended Complaint and/or in the Alternative to Strike Defendant's Affirmative Defenses Pursuant to NRCP 12 (F); Memorandum of Points and Authorities Thereof Filed: June 19. 2019	1368 - 1374	IV
Opposition to Plaintiff's Motion for Summary Judgment Filed: May 21, 2019	1186 - 1195	IV
Opposition to Plaintiff's Motion for Summary Judgment Filed: May 2, 2019	1158 - 1168	IV
Opposition to Plaintiff's Motion to Continue Hearing Filed: June 8, 2020	4911 - 4915	XI
Opposition to Plaintiff's Motion for Summary Judgment Filed: May 2, 2019	1149 - 1157	III

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Opposition to Plaintiff's Late Filed Motion for Summary Judgment Filed: April 8, 2020	4739 - 4772	XI
Order Granting Telephonic Extension Filed: March 11, 2021	5091	XI
Order Filed: December 16, 2020	5005 - 5014	XI
Order Granting Motion to Dismiss Plaintiff's Complaint Filed: October 24, 2018	571 - 574	II
Order Denying Motion to Strike Portions of NDSC's First Supplemental Disclosures Filed: June 18, 2020	4921 - 4923	XI
Order - Motion for Leave to Amend Complaint to Include Fraud Case of Action Filed: December 16, 2020	5015 - 5016	XI
Notice of Entry of Order Granting National Default Servicing Corporation's Motion in Limine to Exclude and Disqualify William J. Paatalo Filed: January 11, 2021	5017 - 5020	XI
Order Granting In Part and Denying in Part Defendants' Motions to Dismiss Filed: May 24, 2019	1201 - 1205	IV

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Order Granting National Default Servicing Corporation's Motion in Limine to Exclude and Disqualify William J. Paatalo Filed: December 16, 2020	5003 - 5004	XI
Order Granting Continuance Filed: June 9, 2020	4918 - 4920	XI
Order Dismissing Appeal Filed: November 9, 2020	4960 - 4961	XI
Order Directing Transmission of Record Filed: February 22, 2021	5085 - 5086	XI
Pages 787 - 798 (Duplicate) Copied in error		
Plaintff's Corrected Proposed Second Amended Complaint Filed: January 30, 2020	3566 - 3773	VIII
Plaintiff Leo Kramer and Audrey Kramer's Motion for Leave to File Motion for Summary Judgment; Memorandum of Points and Authorities Thereof; Declaration of Audrey Kramer Filed: April 28, 2020	4861 - 4876	XI
Plaintiff' Objection to Judge's Order Granting in Part and Denying in Part Defendant's Motions to Dismiss Plaintiffs' First Amended Complaint Filed: June 10, 2019	1243 - 1276	IV

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Plaintiff's Objection to Order Granting National Default Servicing Corporation's Motion in Limine to Exclude and Disqualify William J Paatalo by Mr. Ace C Van Patten and National Default Servicing Filed: October 12, 2020	4948 - 4954	XI
Plaintiff's Reply to Defendant National Default Servicing Corporation's Opposition to Motion for Leave to Amend Complaint to Include Fraud Cause of Action Due to Newly Discovered Material Evidence; Memorandum of Points and Authorities in Support Thereof Filed: February 5, 2020	3779 - 3793	VIII
Plaintiff's Objection to Order on the Motion for Summary Judgment by Mr. Ace C . VanPatten and National Default Servicing Filed: October 12, 2020	4938 - 4947	XI
Plaintiff's Notice of Motion and Motion and Motion to Strike Portions of Defendant, National Default Servicing Corporation's First Supplemental Disclosure of Documents and Witnesses: Memorandum of Points and Authorities in Support Thereof Declaration of Audrey Kramer filed Concurrent Herewith Filed: January 15, 2020	3493 - 3510	VII
Plaintiff's Objection to Order Granting National Default Servicing Corporation's Motion in Limine to Exclude and Disqualify William J. Paatalo Filed: January 12, 2021	5036 - 5049	XI

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Plaintiff's Opposition to Defendant National Default Servicing Corporation's Motion to Dismiss Plaintiff' First Amended Complaint; Declaration of Audrey Kramer Filed Concurrent Herewith: Memorandum of Points and Authorities in Support Thereof Filed: February 4, 2019	1078 - 1125	III
Plaintiff's Objection to Order Granting National Default Servicing Corporation's Motion in Limine to Exclude and Disqualify William J. Paatalo on Plaintiff's Motion for Leve to Amend Complaint to Add JPMorgan Chase Bank N.A. and to include Fraud Cause of Action Due to Newly Discovered Material Evidenc eby Mr. Ace C. VanPatten and National Default Servicing Filed: October 12, 2020	4931 - 4937	XI
Plaintiff's Objection to Defendant National Default Servicing Corporation's Second Supplemental Disclosure of Documents and Witnesses and Notice of Motion and Motion to Strike Portions of the Second Supplemental Disclosure of Documents and Witnesses; Memorandum of Points Authorities in Support Thereof Filed: February 25, 2020	4365 - 4378	X
Plaintiff's Leo Kramer and Audrey Kramer's Opposition to National Default Servicing Corporation's Motion for Summary Judgment; Memorandum of Points and Authorities in Support Thereof: Declaration of Audrey Kramer Filed: March 5, 2020	4379 - 4515	X

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Plaintiff's Objection to Order Granting National Default Servicing Corporation's Motion in Limine to Exclude Fraud Cause of Action on Plaintiff's Motion for Leave to Amend to include JPMorgan Chae Bank, N.A. based on Newly Discovered Evidence of Fraud Filed: January 12, 2021	5050 - 5063	XI
Plaintiff's Objection to Notice of Non-Opposition Filed by Defendants, Alyssa McDermott, Wedgwood Inc., and Breckenridge Property Fund 2016 LLC; Memorandum of Points and Authorities in Support Thereof: Declaration of Audrey Kramer filed Concurrently Herewith Filed: January 4, 2019	951 - 987	III
Plaintiff's Opposition to Defendants, Alyssa McDermott, Wedgwood Inc., and Breckenridge Property Fund 2016, LLC's Motion to Dismiss Plaintiff's Complaint Declaration of Audrey Kramer filed Concurrent herewith: Memorandum of Points and Authorities in Support Thereof Filed: July 17, 2018	338 - 551	II
Plaintiff's Request for Production of Documents Set One Filed: December 21, 2018	927 - 939	III

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	*VOLUME*
Plaintiff's Notice of Motion and Motion for Leave to Amend Complaint to Include Fraud Cause of Action Due to Newly Discovered Material Evidence; Plaintiff's Request Evidentiar Hearing in Support of Fraud; Declaration of Audrey Kramer filed concurrently herewith; Memorandum of Points and Authorities in Support Thereof Filed: January 9, 2020	3353 - 3414	VII
Plaintiff's Opposition to Defendants, Alyssa McDermott, Wedgewood Inc., and Breckenridge Property Fund 2016 LLC's Motion to Dismiss Plaintiff's First Amended Complaint; Memorandum of Points and Authorities in Support Thereof; Declaration of Daniel Starling; Declaration of Lee Anne Chaffin; and Declaration of Audrey Kramer Filed Concurrently Herewith; Further Plaintiff's Request for Discovery in this Matter Filed: December 21, 2018	823 - 920	III
Plaintiff's Request for Judicial Notice of : Expert/Fact Witness, William J. Paatalo;s Amended Updated Curriculum Vitae, Executed Declaration and Forensic Report and Exhibits and Judicial Notice of: Widely Publicized Government Documents Within the Public Domain in Reference to JP Morgan Chase Bank's Pursuant to NRS 47.130 Matters of Fact; In Support of Plaintiff's Motion for Leave to Amend Plaintiff's First Amended Complaint and Request for Evidentiary Hearing Filed: January 9, 2020	3224 - 3352	VII

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Plaintiff's Opposition to Defendant National Default Servicing Corporation's Motion to Dismiss Plaintiff's Complaint Declaration of Audrey Kramer filed Concurrent herewith: Memorandum of Points and Authorities in Support Thereof Filed: July 5, 2018	185 - 337	I
Plaintiff's Objection to National Default Servicing Corporation's Memorandum of Costs and Disbursements Filed: November 10, 2020	4962 - 4979	XI
Plaintiff's Response to Defendant National Default Corporation's Objection to the Plaintiff's Request for Judicial Notice of : Expert/Fact Witness, William J. Paatalo;s Amended Updated Curriculum Vitae, Executed Declaration and Forensic Report and Exhibits and Judicial Notice of: Widely Publicized Government Documents Within the Public Domain in Reference to JP Morgan Chase Bank's Pursuant to NRS 47.130 Matters of Fact; In Support of Plaintiff's Motion for Leave to Amend Plaintiff's First Amended Complaint and Request for Evidentiary Hearing; Memorandum of Points and Authorities in Support Thereof Filed: February 5, 2020	3794 - 3807	VIII
Plaintiff's Leo Kramer and Audrey Kramer in Pro Se, Respectfully Request that the $320.00 Jury Fee Deposit Plaintiff's Posted on July 30, 2019 be Returned to Plaintiffs Filed: November 19, 2020	4994 - 4997	XI

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Plaintiff's Reply to National Default Servicing Corporation's Opposition to Plaintiff's Motion to Strike Portions of Defendant, National Default Servicing Corporation's First Supplemental Disclosure of Documents and Witnesses: Memorandum of Points and Authorities in Support Thereof Filed: February 10, 2020	3808- 3820	VIII
Plaintiff's Objection to Breckenridge Property Fund 2016 LLC's Memorandum of Costs and Disbursements Filed: November 16, 2020	4980 - 4993	XI
Plaintiff's Request for Production of Documents Set One Filed: December 21, 2018	799 - 811	III
Plaintiff's Ex Parte or in the Alternative Shortening of Time Application to Hear Plaintiff's Motion to Continue and Reschedule June 10, 2020 Hearing Due to Covid 19 Pandemic; Declaration of Audrey Kramer Filed: June 8, 2020	4906 - 4910	XI
Plaintiff's Motion to Continue and Reschedule June 10, 2020 Hearing Due to Covid 19 Pandemic Declaration of Audrey Kramer Filed: June 8, 2020	4884 - 4905	XI
Plaintiffs Leo Kramer and Audrey Kramer's Motion for Summary Judgment; Memorandum of Points and Authorities in Support Thereof; Declaration of Audrey Kramer Filed: March 24, 2020	4532 - 4712	X

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Plaintiffs Leo Kramer and Audrey Kramer Reply to Breckenridge Property Fund 2016. LLC's Opposition to Plaintiff's Motion for Summary Judgment, Memorandum of Points and Authorities in Support thereof Filed: April 21, 2020	4821 - 4860	XI
Plaintiffs, Audrey Kramer and Leo Kramer's Request for Admissions Set One Filed: December 21, 2018	812 - 822	III
Plaintiffs Leo Kramer and Audrey Kramer Reply to National Default Servicing Corporation's Opposition to Plaintiff's Motion for Summary Judgment; Memorandum of Points and Authorities in Support Thereof Filed: April 21, 2020	4778 - 4820	XI
Plaintiffs Audrey Kramer and Leo Kramer's Request for Admission Set One Filed: December 21, 2018	940 - 950	III
Plaintiffs Leo Kramer and Audrey Kramer Objection to Breckenridge Property Fund 2016 LLC's Joinder to National Default Servicing Corporation's Reply in Support of Motion for Summary Judgment; Memorandum of Points and Authorities Filed: April 6, 2020	4719 - 4727	XI
Plaintiffs, Audrey Kramer and Leo Kramer's Special Interrogatories Set One Filed: December 21, 2018	775 - 786	III

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Plaintiffs, Leo Kramer and Audrey Kramer's Notice of Motion and Motion to Strike Opposition to Summary Judgment filed by Breckenridge Property Fund 2016, LLC; Alyssa McDermott, and Wedgwood Inc. Filed: June 12, 2019	1320 - 1367	IV
Plaintiffs, Leo Kramer and Audrey Kramer's Notice of Motion and Motion to Strike National Default Servicing Corporation's Answer to First Amended Complaint and/or in the Alternative to Strike Defendant's Affirmative Defenses Pursuant to NRCP 12 (F); Memorandum of Points and Authorities Thereof Filed: June 6, 2019	1220- 1242	IV
Plaintiffs, Leo Kramer and Audrey Kramer's Notice of Motion to Strike Breckenridge Property Fund 2016 LLC's Answer in its Entirety for Failure to Timely file an Answer or in the Alternative to Strike Portions of Defendant's Answer and all Affirmative Defenses; Memorandum of Points and Authorities in Support Thereof: Declaration of Audrey Kramer Filed: June 11, 2019	1277 - 1319	IV
Plaintiffs, Leo Kramer and Audrey Kramer's Initial Disclosure of Witnesses and Documents Filed: July 15, 2019	1435 - 2302	V

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Plaintiffs' Reply to Defendants' Opposition to Plaintiff's Notice of Motion and Motion to Strike Opposition to Summary Judgment Filed by Breckenridge Property Fund 2061, Alyssa McDermott and Wedgwood Inc. Filed: July 5, 2019	1401 - 1434	IV
Plaintiffs' Opposition to Defendant National Default Servicing Corporation's Motion in Limine to Exclude and Disqualify William J. Paatalo: Declaration of Updated Curriculum Vitae of William J. Paatalo filed Concurrently Herewith: Memorandum of Points and Authorities in Support Thereof Filed: January 7, 2020	3160 - 3223	VII
Proposed Second Amended Complaint Filed: January 9, 2020	3415 - 3492	VII
Receipt for Documents Filed: October 26, 2020	4959	XI
Receipt for Documents Filed: January 28, 2021	5083	XI
Receipt for Documents Filed: October 15, 2020	4955	XI
Receipt for Documents Filed: February 12, 2021	5084	XI
Rejection of Unconscionable Offer of Judgment Filed: May 22, 2019	1196 - 1200	IV

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Remittitur Filed: December 3, 2020	4998	XI
Reply in Support of Motion to Dismiss Filed: August 2, 2018	555 - 561	II
Reply in Support of Motion to Dismiss First Amended Complaint Filed: January 4, 2019	988 - 993	III
Request to Submit Motion to Dismiss First Amended Complaint Filed: December 21, 2018	921 - 923	III
Request for Submission Filed: June 8, 2020	4916 - 4917	XI
Request for Transcripts Filed: February 23, 2021	5087 - 5090	XI
Request for Submission of National Default Servicing Corporation's Motion to Dismiss Filed: August 20, 2018	566 - 568	II
Request for Submission Filed: August 18, 2018	552 - 554	II
Response to Plaintiff's Objection to Breckenridge Property Fund 2016 LLC's Joinder to National Default Servicing Corporation's Reply in Support of Motion Filed: April 17, 2020	4773 - 4777	XI

CONTINUED INDEX TO RECORD ON APPEAL

	PAGE NO.	VOLUME
Response to Plaintiff's Motion for Leave to File Motion for Summary Judgment Filed: May 6, 2020	4880 - 4883	XI
Setting Memo Filed: March 26, 2020	4717 - 4718	XI
Setting Memo Filed: August 30, 2018	569 - 570	II
Setting Memo Filed: January 18, 2019	1073 - 1074	III
Stipulation and Order Filed: February 5, 2020	3777 - 3778	VIII
Stipulation and Order to Continue Hearing Filed: March 6, 2019	1126 - 1129	III
Summons (Issued)	116 - 117	I

FILED

2020 FEB 21 PM 3:38

TANYA SCHUBERT
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Victoria Tovar DEPUTY

John T. Steffen (4390)
Matthew K. Schriever (10745)
Alex R. Velto (14961)
HUTCHISON & STEFFEN, PLLC
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Tel (702) 385-2500
Fax (702) 385-2086
mschriever@hutchlegal.com

Casey J. Nelson, Esq. (12259)
Wedgewood, LLC
Office of the General Counsel
2320 Potosi Street, Suite 130
Las Vegas, Nevada 89146
Tel (702) 305-9157
Fax (310) 730-5967
caseynelson@wedgewood-inc.com

Attorneys for Defendant
Breckenridge Property Fund 2016 LLC

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER, AUDREY KRAMER, Plaintiff, v. NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MCDERMOTT, WEDGEWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 Dept No.: I **BRECKENRIDGE PROPERTY FUND 2016 LLC'S JOINDER TO NATIONAL DEFAULT SERVICING CORPORATION'S MOTION FOR SUMMARY JUDGMENT**

COMES NOW Defendant BRECKENRIDGE PROPERTY FUND 2016 LLC ("Breckenridge"), by and through its attorney of record, Matthew Schriever, Esq. of Hutchison & Steffen, PLLC and hereby joins National Default Servicing Corporation's ("NDSC") motion for summary judgment.

///

4360

Breckenridge adopts and incorporates the Memorandum of Points and Authorities in the motion as though fully set forth herein and requests summary judgment be granted against Plaintiffs.

Plaintiffs have previously raised the arguments in this lawsuit in the related and dismissed federal court litigation. The Plaintiffs subsequently appealed the federal court litigation and the Ninth Circuit affirmed the dismissal. These arguments have been fully adjudicated and summary judgment is proper.

This case pertains to the foreclosure of real property commonly known as 1740 Autumn Glen Street, Fernley, NV 89408 ("Subject Property") that took place on or about May 18, 2018 wherein Breckenridge purchased the Subject Property. Plaintiffs have no viable claims against these Defendants. The essence of Plaintiffs' Complaint is that the foreclosing lender, JPMorgan Chase, and its trustee, NDSC, did not have the ability to foreclose. Plaintiffs concede that they executed the note and deed of trust, but dispute that there was a default. However, the issue of their default was already raised by the Plaintiffs in the federal court litigation that they recently lost. Plaintiffs now argue that notice of the foreclosure was not properly provided to them. However, as shown in NDSC's motion, discovery has proven that the foreclosure complied with NRS, that the Plaintiffs received notice of the foreclosure and foreclosure sale, and that there are no genuine issues of material fact. Therefore, summary judgment is appropriate.

Breckenridge was not involved with this matter until it purchased the Subject Property at the foreclosure sale. Breckenridge took title to the Subject Property pursuant to a NRS 107.080 foreclosure sale. NRS 107.080 provides in pertinent part:

> 5. Every sale made under the provisions of this section and other sections of this chapter vests in the purchaser the title of the grantor and any successors in interest without equity or right of redemption. Except as otherwise provided in subsection 7, ***a sale made pursuant to this section must be declared void by any court of competent jurisdiction in the county where the sale took place if***:
>
> (a) The trustee or other person authorized to make the sale does not substantially comply with the provisions of this section;
>
> (b) Except as otherwise provided in subsection 6, an action is commenced in the county where the sale took place within 30 days after the date on which the trustee's deed upon sale is recorded pursuant to subsection 10 in the office of the county recorder of the county in which the property is located; and

> (c) ***A notice of lis pendens providing notice of the pendency of the action is recorded in the office of the county recorder of the county where the sale took place within 5 days after commencement of the action.***
>
> ***
>
> 7. Upon expiration of the time for commencing an action which is set forth in subsections 5 and 6, ***any failure to comply with the provisions of this section or any other provision of this chapter does not affect the rights of a bona fide purchaser*** as described in NRS 111.180.

Plaintiffs did not record a notice of lis pendens with the county recorder within 5 days of filing the Complaint. Accordingly, Breckenridge is entitled to bona fide purchaser status pursuant to NRS 111.180(1) which provides:

> Any purchaser who purchases an estate or interest in any real property in good faith and for valuable consideration and who does not have actual knowledge, constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or interest to, the real property is a bona fide purchaser.

Even if Plaintiffs are successful in proving their procedural allegations pertaining to the notice of foreclosure allegedly done by other entities prior to the foreclosure sale, Breckenridge is entitled to bona fide purchaser status because a Notice of Lis Pendens was not recorded with the county within 5 days of commencement of this action and the Plaintiffs fail to allege that Breckenridge had "actual knowledge, constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or interest to, the real property[.]" Accordingly, the order granting summary judgment should include findings of fact and conclusions of law that Breckenridge was a bona fide purchaser and that the sale is deemed valid as to its interest in the Subject Property.

///

///

///

///

///

///

///

Affirmation pursuant to NRS 239B.030: The undersigned does hereby affirm that the preceding document filed in this court does not contain the social security number of any person.

DATED this 21 day of February 2020.

HUTCHISON & STEFFEN, PLLC

John T. Steffen (4390)
Matthew K. Schriever (10745)
Alex R. Velto (14961)
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
mschriever@hutchlegal.com

Wedgewood, LLC
Office of the General Counsel
Casey J. Nelson, Esq. (12259)
2320 Potosi Street, Suite 130
Las Vegas, Nevada 89146
E-mail: caseynelson@wedgewood-inc.com

Attorneys for Defendant
Breckenridge Property Fund 2016 LLC

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Hutchison & Steffen, and that on the date indicated below, I served a true and correct copy of the **BRECKENRIDGE PROPERTY FUND 2016 LLC'S JOINDER TO NATIONAL DEFAULT SERVICING CORPORATION'S MOTION FOR SUMMARY JUDGMENT** via U.S. Mail to the parties designated below:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547

Ace Van Patten, Esq.
TIFFANY & BOSCO, PA
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135

DATED this 21 day of February, 2020.

An Employee of HUTCHISON & STEFFEN

4364

LEO KRAMER
AUDREY KRAMER
2364 REDWOOD ROAD
HERCULES, CA 94547

PLAINTIFFS IN PRO PER

FILED

2020 FEB 25 AM 11: 18

TANYA SCHUSINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Andrea Anderson

THIRD JUDICIAL DISTRICT COURT
LYON COUNTY, NEVADA

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 PLAINTIFFS' OBJECTION TO DEFENDANT, NATIONAL DEFAULT SERVICING CORPORATION'S' SECOND SUPPLEMENTAL DISCLOSURE OF DOCUMENTS AND WITNESSES AND NOTICE OF MOTION AND MOTION TO STRIKE PORTIONS OF THE SECOND SUPPLEMENTAL DISCLOSURE OF DOCUMENTS AND WITNESSES; MEMORANDUM OF POINTS AUTHORITIES IN SUPPORT THEREOF Date: TBA Time: TBA Dept: I

TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, IF ANY:

4365

PLEASE TAKE NOTICE that on _____, 2020, at 9:00 a.m. or as soon thereafter as the matter may be heard, in Department 1 (one) of the above-entitled Court Plaintiffs, Leo Kramer and Audrey Kramer, (Plaintiffs), file this Objection to Defendant, National Default Servicing Corporation's Second Supplemental Disclosure of Documents and Witnesses and will and hereby move the court for an order striking portions of Defendant's Second Supplemental Disclosure of Documents and Witnesses

This motion is made on the grounds that, certain allegations, potential statements, and documents contained within Defendant's Second Supplemental Disclosure of Documents and Witnesses are unwarranted, redundant, immaterial and impertinent in this case in that they are only intended to confuse the court. Further, they are scandalous and are intended to harass the Plaintiffs. Specifically, Plaintiffs are requesting the Court strike the following pursuant to N.R.C.P 12(f):

Date	Description	Bates Stamped
09/25/2008	OTS Order Appointing FDIC as Receiver for WaMu	NDSC000772 NDSC000774
10/03/2008	Affidavit of FDIC	NDSC000775 NDSC000777
09/25/2008	Limited Power of Attorney between FDIC and WaMu	NDSC000778 NDSC000782
09/25/2008	Purchase and Assumption Agreement between FDIC as receiver for WaMu and JPMor an Chase Bank	NDSC000783 NDsc000826

1) **'OTS ORDER APPOINTING FDIC AS RECEIVER FOR WAMU**

Plaintiffs object and move to strike p. 8., Lines 6-7 'OTS order appointing FDIC as receiver for WAMU on the grounds that these documents are unwarranted, redundant, immaterial and impertinent in this case in that they provide no support to the fact that National Default Servicing Corporation failed to provide Plaintiffs with the "Notice of Default" as required by Nevada foreclosure laws which are

the central points of Plaintiffs' claim for wrongful foreclosure and Declaratory Relief.

2) Plaintiffs object and move to strike p. **8., Line, 8 'Affidavit of FDIC** on the grounds that these documents are unwarranted, redundant, immaterial and impertinent in this case in that they provide no support to the fact that National Default Servicing Corporation failed to provide Plaintiffs with the "Notice of Default" as required by Nevada which are the central points of Plaintiffs' claim for wrongful foreclosure and Declaratory Relief.

3) Plaintiffs object and move to strike p. **8., Line, 9 'Limited Power of Attorney between FDIC and WaMu** on the grounds that these documents are unwarranted, redundant, immaterial and impertinent in this case in that they provide no support to the fact that National Default Servicing Corporation failed to provide Plaintiffs with the "Notice of Default" as required by Nevada which are the central points of Plaintiffs' claim for wrongful foreclosure and Declaratory Relief.

4) Plaintiffs object and move to strike p. **8., Line, 11 Purchase and Assumption Agreement between FDIC as receiver for WaMu and JPMorgan Chase Bank** on the grounds that these documents are unwarranted, redundant, immaterial and impertinent in this case in that they provide no support to the fact that National Default Servicing Corporation failed to provide Plaintiffs with the "Notice of Default" as required by Nevada which are the central points of Plaintiffs' claim for wrongful foreclosure and Declaratory Relief.

Plaintiffs' Objection and motion will be based upon this Notice, the Memorandum of Points and Authorities filed herewith, all pleadings currently on file in this matter, and upon such documentary and evidence as may be presented at the time of the hearing.

Dated: 2/24/2020

Leo Kramer, pro se

Dated: 2/24/2020

Audrey Kramer, pro se

MEMORANDUM OF POINTS AND AUTHORITIES

I-INTRODUCTION

Rather than address why Defendant, National Default Servicing Corporation (NDSC) commenced nonjudicial foreclosure when there was no assignment of Deed of Trust designating Defendant as duly appointed trustee and rather produce a credible evident to demonstrate that NDSC provided Plaintiffs with Notice prior to the recording of the Notice of Default, NDSC and its Attorneys engage in impermissible chicanery in this proceeding by prefacing documents the NDSC and its Attorneys do not reasonably believe are relevant and will not be supported by admissible evidence and that are intended solely to inflame this proceeding and deceive this Honorable Court.

This case arises out of the wrongful and unlawful foreclosure of Plaintiffs' real property pursuant to which Plaintiffs are suing Defendants, NATIONAL DEFAULT SERVICING CORPORATION and BRECKENRIDGE PROPERTY FUND 2016 LLC for wrongful foreclosure and Declaratory Relief.

After discovery and due diligence investigation conducted by a private investigator William Paatalo who was retained by Plaintiffs, found there is ample evidence that JPMorgan Chase Bank, in coordination with others, engaged in systematic Real Estate Fraud and recording of fraudulent Real Estate Documents that touch and concern Plaintiffs' real property in the state of Nevada. Based on the newly discovered evidence, Plaintiffs found it necessary to seek leave of court to amend their Second amended complaint to add JPMorgan Chase Banks to the existing complaint because of judicial economy. Accordingly, because JPMorgan Chase Bank is not a party to the within action, and because JPMorgan Chase Bank is not before this Honorable court, Plaintiffs respectfully Request that the Court Strike any argument relating to JPMorgan Chase Bank until such time Chase Bank is a party and duly before this Court. Additionally, NATIONAL DEFAULT SERVICING CORPORATION lack standing to act as Attorneys for JPMorgan Chase Bank who is currently not before this Honorable Court.

II- STATEMENT OF FACT

For the sake of brevity, Plaintiffs incorporate by reference the statement of facts filed so far in this matter and further state the following:

On October 6, 2017, NATIONAL DEFAULT SERVICING CORPORATION was not and is not a duly appointed trustee and was not lawfully permitted to Record the Notice of Default pertaining to Plaintiffs' real property and retirement home.

On October 6, 2017, when NATIONAL DEFAULT SERVICING CORPORATION recorded the Notice of Default, NATIONAL DEFAULT SERVICING CORPORATION failed to satisfy condition precedent to filing a Notice of Default ("NOD") in the State of Nevada. For example: Assignment of Deed of Trust was never filed, according to Nevada law, prior to the filing of the NOD. Accordingly, NDSC lacked standing to file NOD.

After filing the unlawful Notice of Default, NATIONAL DEFAULT SERVICING CORPORATION also failed to give Plaintiffs Notice as required by Nevada law.

In allowing Plaintiffs to amend their initial complaint, the court found that Defendant National Default Servicing Corporation did not provide Plaintiffs with Notice of default as required by Nevada law.

After the filing of their First Amended complaint, Plaintiffs retained Mr. William J. Paatalo, (Mr. Paatalo) is a licensed private investigator with Seventeen (17) years of combined experience in both law enforcement and the mortgage industry. Mr. Paatalo is a well-qualified expert and fact witness and one of the leading experts in the areas of chain of title analysis, foreclosure fraud, chain of title, the securitization of residential and commercial mortgage loans, and accounting issues relevant to alleged "defaults, and has spent more than 15,000 hours conducting investigatory research specifically related to mortgage securitization and chain of title analysis.

Mr. Paatalo is also Plaintiffs' Fact Witness with knowledge to assist this Honorable Court and the jury to determine a fact in issue in this case particularly

relating to JPMorgan Chase Bank in as evidence in Plaintiffs' Motion for leave to amend. As such, the court should Strike the portion of National Default Servicing Corporation's Second Supplemental Disclosure of Documents and Witnesses with respect to any document or witness relating to JPMorgan Chase Bank on the grounds that they are unwarranted, redundant, immaterial and impertinent in this case in that they are only intended to confuse the court. Further, JPMorgan Chase Bank is not before the Court.

Accordingly, Plaintiffs seek to strike portions of Defendant, National Default Servicing Corporation's Second Supplemental Disclosure of Documents and Witnesses on the grounds that these documents are unwarranted, redundant, immaterial or impertinent, and would not lead to admissible evidence for Defendant, National Default Servicing Corporation's failure to give Plaintiffs Notice pertaining to Notice of Default as required by Nevada law.

III-ARGUMENT

A. PORTIONS OF DEFENDANT, NATIONAL DEFAULT SERVICING CORPORATION'S SECOND SUPPLEMENTAL DISCLOSURE OF DOCUMENTS AND WITNESSES SHOULD BE STRICKEN BECAUSE IT IS REDUNDANT, IMMATERIAL, IMPERTINENT, AND SCANDALOUS AND HAVE NO POSSIBLE BEARING ON THE SUBJECT MATTER OF THIS LITIGATION FOR WRONGFUL FORECLOSURE AND DECLARATORY RELIEF

N.R.C.P. 12(f) provides in pertinent part that "[u]pon motion made by a party,.. the court may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent, scandalous matter." "The disfavored character of Rule 12(f) is relaxed somewhat in the context of scandalous allegations and matter of this type often will be stricken from the pleadings in order to purge the court's files and protect the subject of the allegations." Wright and A. Miller, *Federal Practice and Procedure (Civil)* 2d § 1382, at 714 (1990). "Scandalous" matter "improperly casts a

derogatory light on someone, most typically on a party to the action." *Armed Forces Bank. N.A. v. FSG-4, LLC*, 2011 U.S. Dist. LEXIS 130636, 9-10 (D. Nev. 2011).

Office of Thrift Supervision ("OTS") Order Appointing FDIC As Receiver For Washington Mutual Bank (Wamu)

"[M]otions to strike should not be granted unless it is clear that the matter to be stricken could have no possible bearing on the subject matter of the litigation." *Colaprico v. Sun Microsys.*, Inc., 758 F. Supp. 1335, 1339 (N.D. Cal. 1991). Here, Plaintiffs contend that p. **8., Lines 6-7,** OTS Order Appointing FDIC as Receiver For WAMU has no bearing on the two causes of action currently before the court for Wrongful Foreclosure and Declaratory Relief. Further, p. **8., Lines 6-7**, of Defendant, National Default Servicing Corporation's Second Supplemental Disclosure of Documents and Witnesses should be stricken on the grounds that these documents are unwarranted, redundant, immaterial and impertinent in this case in that they provide no support to the fact that National Default Servicing Corporation failed to provide Plaintiffs with the "Notice of Default" as required by Nevada law which are the central points of Plaintiffs' claim for wrongful foreclosure and Declaratory Relief.

Affidavit of FDIC

Plaintiffs object and move to strike p. **8., Line, 8 ' because the Affidavit of FDIC** has no possible bearing on the subject matter of the litigation. Additionally, Affidavit of FDIC does not attest to whether or not National Default Servicing Corporation gave Plaintiffs proper notice required by the laws of the state of Nevada. Furthermore, this affidavit *Ibid*, signed by Robert C. Schoppe, does not identify Plaintiffs or Plaintiffs' real property whatsoever. Further, purported **'Affidavit of FDIC'** does not associate identify or name any Borrower/s, property address or APN number within this document, and specifically does not identify Plaintiffs, Plaintiffs'

real property, Plaintiffs' APN number, nor does the affidavit in question reference Plaintiffs' Revolving Line of Credit or any document therefrom.

Moreover, Plaintiffs object and move to strike p. **8., Line, 8 'Affidavit of FDIC** on the grounds that these documents are unwarranted, redundant, immaterial and impertinent in this case in that they provide no support to the fact that National Default Servicing Corporation failed to provide Plaintiffs with the "Notice of Default" as required by Nevada law which are the central points of Plaintiffs' claim for wrongful foreclosure and Declaratory Relief.

Limited Power of Attorney ("POA") between FDIC and WAMU

Plaintiffs object and move to strike p. **8., Line, 9 'Limited Power of Attorney between FDIC and WaMu** on the grounds that these documents are unwarranted, redundant, immaterial and impertinent in this case in that they provide no support to the fact that National Default Servicing Corporation failed to provide Plaintiffs with the "Notice of Default" as required by Nevada law which are the central points of Plaintiffs' claim for wrongful foreclosure and Declaratory Relief.

Clearly noted in the limited POA, paragraph 5 states: **"Whereas, pursuant to the Agreement, the FDIC as Receiver granted to JPMorgan Chase an exclusive option for a period of ninety (90) days after September 25, 2008 to cause the FDIC under applicable Resolution of the FDIC's Board of Directors and re-delegations thereof." Further noted on Pg. 2 under Sect. 2, last 2 lines it states: "....which powers remain with the Receiver, and further provided that the powers set out in this paragraph shall terminate automatically no later than January 25, 2008".**

However, on Pg. 3, Sect. 3, paragraph (2) the Limited Power of Attorney states:

> **"Except as provided under paragraph two (2) above, this Limited Power of Attorney shall be effective from and after September 25, 2008, and shall continue in full force and effect through September 25, 2010, unless otherwise terminated by an official of the FDIC authorized to do so by the FDIC Board of Directors ("Revocation"). At such time this Limited Power**

of Attorney will be automatically revoked. Any third party may rely upon this document as the Attorney-in-Fact's authority to continue to exercise the powers herein granted unless a Revocation by the FDIC has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of any such revocation".

Moreover, the Limited Power of Attorney between FDIC and WAMU is not pertinent to the two causes of action currently before the court for Wrongful Foreclosure and Declaratory Relief.

Purchase and Assumption Agreement ("PAA") between FDIC as receiver for WaMu and JPMorgan Chase Bank

Plaintiffs object and move to strike p. 8., Line, 11 Purchase and Assumption Agreement between FDIC as receiver for WaMu and JPMorgan Chase Bank on the grounds that these documents are unwarranted, redundant, immaterial and impertinent in this case in that they provide no support to the fact that National Default Servicing Corporation failed to provide Plaintiffs with the "Notice of Default" as required by Nevada law which are the central points of Plaintiffs' claim for wrongful foreclosure and Declaratory Relief.

Additionally, p. 8., Line, 11 Purchase and Assumption Agreement between FDIC as receiver for WAMU and JPMorgan Chase Bank, there are no schedule of any loan/s attached to the PAA, and there certainly is no schedule identifying Plaintiffs' loan attached to the PAA. Further, Plaintiffs' unused Revolving Line of Credit was securitized and sold prior to the seizure of WAMU by the FDIC. Furthermore, Plaintiffs are not indebted to WAMU on the Revolving Line of Credit. Furthermore, the PAA is not pertinent to the two causes of action currently before the court.

"[T]he function of a 12(f) motion to strike is to avoid the expenditure of time and money that must arise from litigating spurious issues by dispensing with those issues prior to trial." Mag Instrument, Inc. v. JS Products, Inc., 595 F.Supp.2d 1102, 1106 (C.D. Cal. 2008). While "[t[he granting of [a motion to strike] is within the discretion of

the court," F.D.I.C. v. Niblo, 821 F.Supp. 441, 449 (N.D. Tex. 1993), courts consistently state that a motion to strike is sparingly granted and disfavored. See Tracfone Wireless, Inc. v. Access Telecom, Inc., 642 F.Supp.2d 1354, 1361 (S.D. Fla. 2009);Nevada Fair Hous. Ctr., Inc., v. Clark Cnty., 565 F. Supp.2d 1178, 1187 (D. Nev. 2008). Here, Plaintiffs' Object and motion to strike is proper because portion of Defendant, National Default Servicing Corporation's Second Supplemental Disclosure of Documents and Witnesses *Ibid*, are unwarranted, redundant, immaterial and impertinent in this case in that they provide no support to the fact that National Default Servicing Corporation failed to provide Plaintiffs with the "Notice of Default" as required by Nevada law which are the central points of Plaintiffs' claim for wrongful foreclosure and Declaratory Relief.

Further, Plaintiffs have no knowledge of the documents proffered by National Default Servicing Corporation and therefor challenge the authenticity of the (1) OTS Order Appointing FDIC As Receiver For Washington Mutual Bank (Wamu); (2) Affidavit of FDIC (3) Limited Power of Attorney between FDIC and WaMu and (4) Purchase and Assumption Agreement between FDIC as receiver for WaMu and JPMorgan Chase Bank as well as the Deed of Trust; Substitution of Trustee, Notice of Default and Election to Sell under the Deed of Trust; Assignment of Deed of Trust; and (6) Notice of Trustee's Sale. Furthermore, Plaintiffs are challenging the validity of (a) 14 Day Pre Foreclosure File, (b) Deed of Trust; (c) Endorsed Note; (d) Fair Debt Letter(s); (f) TSG and Endorsement; (g) Recorded Assignment(s); (h) Recorded SOT; (i) Written Statement to the Borrower Per NRS 107.080.2(c)(3) (As Applicable) (j) AB300 Affidavit of Authority, (k) NOTS and (l) NOD 10 Day Mailings in Defendant prior supplemental. These documents, *Id,* are immaterial and impertinent as to whether Defendant, National Default Servicing Corporation complied with Nevada law with respect to serving Plaintiffs with "Notice of Default" as required by Nevada law.

Additionally, Plaintiffs object and move to strike all of Defendant, National Default Servicing Corporation's Second Supplemental Disclosure of Documents and

Witnesses referencing JPMorgan Chase Bank and Judge DU of the United States District Court on the grounds that these documents are unwarranted, redundant, immaterial and impertinent in this case in that they provide no support to the fact that National Default Servicing Corporation fail to provide Plaintiffs with the "Notice of Default" as required by Nevada law which are the central points of Plaintiffs' claim for wrongful foreclosure and Declaratory Relief.

Courts routinely granted motion to Strike when the pleading to be stricken [sic] has no possible relation to the controversy. Please see for example, Brown & Williamson Tobacco Corp., v. United States, 201 F.2d 819, 822 (6th Cir. 1953), and when justice requires or by a showing of prejudice by the moving party. See Tracfone Wireless, 642 F.Supp.2d at 1361;Mag Instrument, 595 F.Supp.2d at 1106. While the Nevada Supreme Court has not directly addressed the standard of review for a motion to strike, the Ninth Circuit reviews a lower court's decision regarding a motion to strike for abuse of discretion. JG v. Douglas Sch. Dist., 552 F.3d 786, 803 n.14 (9th Cir. 2008).

Motion to Strike is governed by Nevada Rules of Civil Procedure Rule 12(f). "The disfavored character of Rule 12(f) is relaxed somewhat in the context of scandalous allegations and matter of this type often will be stricken from the pleadings in order to purge the court's files and protect the subject of the allegations." Wright and A. Miller, *Federal Practice and Procedure (Civil)* 2d § 1382, at 714 (1990). "Scandalous" matter "improperly casts a derogatory light on someone, most typically on a party to the action." *Armed Forces Bank. N.A. v. FSG-4, LLC*, 2011 U.S. Dist. LEXIS 130636, 9-10 (D. Nev. 2011). Here, Plaintiffs contends that, the court may strike out any irrelevant, false, or improper matter inserted in National Default Servicing Corporation's Second Supplemental Disclosure of Documents and Witnesses, because all or any part of the pleading is not drawn or filed in conformity with the laws of the State of Nevada. Further, the filing of fraudulent documents not previously provided to Plaintiffs is unconscionable and said documents are unwarranted, redundant, immaterial and impertinent and should be stricken. Defendant's Second Supplemental Disclosure

of Documents and Witnesses is only intended to confuse the court; it is scandalous and intended to harass the Plaintiffs and therefore, should be stricken in its entirety and sustain Plaintiffs' Objection to Defendant's Second Supplemental Disclosure of Documents and Witnesses

IV. CONCLUSION

Based on the foregoing, it is respectfully requested that this motion to strike portions of Defendant, National Default Servicing Corporation's Second Supplemental Disclosure of Documents and Witnesses be granted.

Plaintiffs further respectfully request this Honorable Court to sustain Plaintiffs' Objection to Defendant's Second Supplemental Disclosure of Documents and Witnesses on the grounds that all the contents therein, are unwarranted, redundant, immaterial, and impertinent in this case in that they are only intended to confuse the court and on further grounds that all the contents therein are impermissible chicanery which Defendant does not reasonably believe are relevant and will not lead to admissible evidence in Plaintiffs' claims as to whether or not National Default Servicing Corporation provided Plaintiffs with proper Notice as required by Nevada.

Date: 2/24/2020

Leo Kramer

Leo Kramer, Pro se

Date: 2/24/2020

Audrey Kramer

Audrey Kramer, Pro se

PROOF OF SERVICE

The UPS Store
1511 Sycamore Ave. Ste M
Hercules, CA 94547
store2796@theupsstore.com
store2796

STATE OF CALIFORNIA)
) SS:
COUNTY OF CONTRA COSTA)

I am employed in the County of Contra Costa, State of California. I am over the age of 18 and not a party to the within action; my business address is: _____
On February 24, 2020, I served the foregoing document entitled:

PLAINTIFFS' OBJECTION TO DEFENDANT, NATIONAL DEFAULT SERVICING CORPORATION'S' SECOND SUPPLEMENTAL DISCLOSURE OF DOCUMENTS AND WITNESSES AND NOTICE OF MOTION AND MOTION TO STRIKE PORTIONS OF THE SECOND SUPPLEMENTAL DISCLOSURE OF DOCUMENTS AND WITNESSES; MEMORANDUM OF POINTS AUTHORITIES IN SUPPORT THEREOF

on all parties in this action as follows:

PLEASE SEE ATTACHED SERVICE LIST

_____**Mail.** By placing a true copy thereof enclosed in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with Second class postage thereon fully paid at Hercules, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter is more than one day after day of deposit for mailing in this Proof of Service.

_____ **By Telefax.** I transmitted said document by telefax to the offices of the addressees at the telefax numbers on the attached Service List.

_____ **By Personal Service.** I delivered such envelope by hand to the addressee(s).

__X__ **By Overnight Courier.** I caused the above-referenced document(s) to be delivered to an overnight courier service for next day delivery to the addressee(s) on the attached Service List.

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

Executed on 2.24.2020, at Hercules, California.

Corina DiGrazia
Name of Declarant

Signature of Declarant

4377

SERVICE LIST:

Matthew K. Schriever
John T. Steffen
Hutchison & Steffen
1008 West Alta Drive, Suite 200
Las Vegas, NV 89145

Attorneys for Defendants,
BRECKENRIDGE PROPERTY FUND 2016 LLC, et al.

Ace Van Patten
Kevin S. Soderstrom
Tiffany & Bosco, P.A.
10100 W. Charleston Boulevard, Ste. 220
Las Vegas, NV 89135

Attorneys for Defendant,
NATIONAL DEFAULT SERVICING CORPORATION

LEO KRAMER
AUDREY KRAMER
2364 REDWOOD ROAD
HERCULES, CA 94547

PLAINTIFFS IN PRO PER

FILED

2020 MAR -5 AM 11: 27

TANYA SCHIRINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Victoria Tovar DEPUTY

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF LYON

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 Dept. 1 PLAINTIFFS, LEO KRAMER, AND AUDREY KRAMER'S OPPOSITION TO NATIONAL DEFAULT SERVICING CORPORATION'S MOTION FOR SUMMARY JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATION OF AUDREY KRAMER Date: Time: Dept: 1

Plaintiffs, Leo Kramer and Audrey Kramer, ("Plaintiffs"), herein submits this their Opposition to Defendants, NATIONAL DEFAULT SERVICING CORPORATION'S MOTION FOR SUMMARY JUDGMENT. Plaintiffs contend that Defendant's Motion for Summary Judgment must

(4379)

be denied because there are genuine disputed issue of material facts that needs to be litigated precluding the entry of summary judgment.

Plaintiffs' Opposition to Defendant's Motion for summary judgment is based on this Opposition, the attached Memorandum of Points and Authorities, on the complete files and records of this action and on such other oral and/or documentary evidence as may be presented at the hearing on the Motion for Summary Judgment.

Date: 3/3/2020

Leo Kramer, Pro se

Date: 3/3/2020

Audrey Kramer, Pro se

MEMORANDUM OF POINTS AND AUTHORITIES

1

INTRODUCTION

Nevada law requires that in conducting non-judicial foreclosure of real property, the trustee must provide homeowner(s) with notice of default through certified mail. National Default Servicing Corporation as the trustee in the instant case failed to give Plaintiffs notice of the default as required by Nevada law making the Notice of Default null and void *ab initio*. Had Plaintiffs received notice of the default, Plaintiffs would have challenged the validity of the loan or the revolving line of credit, which forms the basis of the notice of default. Furthermore, Plaintiffs, Leo Kramer and Audrey Kramer were not and are not in breach of any mortgage note. Additionally, Plaintiffs, were not and are not in breach of the Revolving line of credit, which Plaintiffs obtained from Washington Mutual Bank. *Please See, Collins v. Union Federal Sav. & Loan Ass'n, 662 P.2d 610, 623 (Nev. 1983).* Plaintiffs are not indebted to any of the Defendants or their cohorts. Furthermore, neither National Default Servicing Corporation's (NDSC) nor its cohorts JPMorgan Chase Bank has any secured lien or security interest in Plaintiffs' residential real property. Additionally, there is no evidence to demonstrate that the original lender transferred Plaintiffs' "Note or Mortgage" to NDSC, or to JPMorgan Chase Bank, Washington Mutual Bank or to any of their predecessors.

National Default Servicing Corporation's (NDSC) Motion for Summary Judgment is meritless because instead of properly competently addressing the issues pertaining to the failure to provide Plaintiffs "**Notice**" in accordance with Nevada law, which is integral to Plaintiffs' cause of actions for Wrongful foreclosure and Declaratory Relief, NDSC instead submitted with their Motion For Summary Judgment unauthenticated evidence on behalf of JPMorgan Chase Bank ("Chase") in spite of the fact that Chase is not a party within this lawsuit and not a party before the Court.

Additionally, NDSC is not on record as Attorney for JPMorgan Chase Bank and the alleged evidence submitted by NDSC in their Motion For Summary Judgment is outside the scope and is not germane to the two cause of actions for Wrongful Foreclosure and Declaratory Relief that are currently before the court.

Moreover, Chase has falsely asserted beneficial rights to Plaintiffs' Deed of Trust through the FDIC and the Purchase & Assumption Agreement upon the seizure of WAMU Bank. Plaintiffs' learned through the hiring of Private Investigator, William Paatalo, that Plaintiffs' loan was securitized and sold into a trust long before WAMU Bank was seizure by the FDIC, as was the case determined by the Appeals Court of Massachusetts, Argued December 11, 2017; Decided September 11, 2018, No. 16-P-1594. **Appeals Court of Massachusetts Overview:**

> HOLDINGS: [1]-In reviewing an order dismissing all but one claim in the complaint against a failed bank's successor in interest solely on the basis of FIRREA, the appellate court concluded that it need not determine what claims or actions might be barred by FIRREA with respect to assets owned by the failed bank on the date it was placed into receivership of the FDIC, [2]-There was a genuine issue of fact with respect to the ownership of plaintiffs' mortgage loan in 2008; [3]-If the note and the mortgage were sold to a trust in 2006, they were no longer assets of the failed bank on the day it went into receivership; [4]-To the extent there existed any dispute by defendants about the ownership of the note or the mortgage on the date the failed bank was placed into receivership, plaintiffs were entitled to further discovery on the matter.
>
> [6] We note that the record before us contains no evidence as to JPMorgan Chase's assumption of Washington Mutual's or the FDIC's liabilities.
>
> **Appeals Court of Massachusetts So Ordered:** The corrected judgment is reversed and the case is remanded to the Superior Court for further proceedings consistent with this opinion.

Prior to conducting the unlawful foreclosure of Plaintiffs' real property, NDSC failed to give Plaintiffs notice of default and election to sell as well as the "Deed of Trust" that gives NDSC the authority to cause the non-judicial foreclosure of Plaintiffs' residential real property. Whereas, NDSC is aware that as citizens of the United States, Plaintiffs has constitutionally protected rights under the Privileges and Immunities Clause of the United States Constitution and the Commerce Clause to own residential real property in several states; notwithstanding, NDSC failed to serve Plaintiffs with foreclosure mediation, which NDSC claimed it attended and that Plaintiffs refused to attend. Furthermore, the document was not recorded with Lyon County Recorder's Office until March 22, 2018, nearly (6) six months after NDSC filed the NOD on October 6, 2017, **SEE EXHIBIT A**

On or about June 2, 2005, Plaintiffs, Leo F. Kramer and Audrey E. Kramer, husband and wife, purchased real property located at 1740 Autumn Glenn Street, Fernley, Nevada, in Lyon County, (APN # 022-052-02), hereinafter, referred to as the (Subject Property). The subject property is a modest, 3 bedroom, 2 bath, ranch-style, single level, single family residence and not a commercial property which the owner typically do not occupy. Furthermore, there is nothing or provision in the statutes that mandate that Plaintiffs' right to receive notice prior to the commencement of the non-judicial foreclosure of their real property, is contingent upon being physically present in their real property when NDSC commenced the non-judicial foreclosure of Plaintiffs' residential real property. Plaintiffs contend that NDSC's Motion For Summary Judgment's Motion for Summary Judgment is replete with disputed fact that precludes the entry of judgment as a matter of law.

An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." See, *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). *See also Richards v. Jefferson County*, 517 U.S. 793 (1996) (res judicata may not apply where taxpayer who challenged a county's occupation tax was not informed of prior case and where taxpayer interests were not adequately protected). Here, had NDSC given Plaintiffs proper notice, Plaintiffs would have vehemently opposed NDSC's actions or conduct that are alleged in Plaintiffs' Complaint and the subsequent First Amended Complaint. It is irrefutable that NDSC failed to inform Plaintiffs of any indebtedness prior to filing of the Notice of Default. Plaintiffs' dispute any indebtedness to NDSC or to anyone or entity associated with NDSC. Furthermore, Plaintiffs are challenging the validity of the debt, lien, and NDSC's status as a dully-appointed trustee. Moreover, to date, NDSC has not provided Plaintiffs with notice of accounting of the debt that NDSC claimed is due and owing, the basis for which NDSC commenced the non-judicial foreclosure of Plaintiffs' home.

Instead, NDSC contends that the law is clear that a foreclosure trustee need only substantially comply with the requirements of NRS 107 when conducting a non-judicial foreclosure sale. **(p.2,¶ 1, Lines 14-15., MSJ).** Yet, NDSC provided no case law or Nevada statute to support its contention and

failed to demonstrate how NDSC need only substantially complied under NRS 107. The law is clear, it actually says:

> " In addition to the grounds provided in paragraph (a) of subsection 5 of NRS 107.080, a sale made pursuant to this section must be declared void by any court of competent jurisdiction in the county where the sale took place if the trustee or other person authorized to make the sale ***does not substantially comply*** with any applicable provisions set forth in NRS 107.086 and 107.087, and the applicant otherwise complies with subsection 5 of NRS 107.080.

Neither, Deborah Taylor, Lee Ann Chaffin or Plaintiffs' Tenant-Daniel Starling, agents of the Plaintiffs and are not duly authorized to receive service on behalf of the Plaintiffs.

NDSC contends that "Plaintiff and Deborah Taylor, an employee of the property management company, acknowledge that the tenant provided a copy a of the Notice of Default to the Plaintiffs." (p.2,¶ 1, Lines 22-24., MSJ). However, NDSC proffered no evidence to demonstrate that the tenant and/or Deborah Taylor, an employee of the property management company are agents of the Plaintiffs dully authorized to receive service of notice of default concerning Plaintiffs' real property. As a matter of fact, Deborah Taylor of Chaffin Real Estate Services, Lee Ann Chaffin-owner of Chaffin Real Estate Services and Plaintiffs' and Plaintiffs' tenant-Daniel Starling, all testified under oath at their depositions conducted on September 16, 2019, when questioned by Mr. Van Patten and Plaintiff, Audrey Kramer, that they were not appointed or asked to accept mail or correspondence on behalf of Plaintiffs.

Testimony of Deborah Taylor with Chaffin Real Estate Services, 9/16/2019 Examination by Ace Van Patten, PG 22 LINE 25 & Pg 23 line 1-2 **SEE EXHIBIT: B**

Q. Even outside of the scope of the declaration, did a tenant ever provide any mail?
A. Mail, no.

Testimony of Deborah Taylor with Chaffin Real Estate Services, 9/16/2019 Examination by Ms. Kramer, Pg 36 lines 18-21 **SEE EXHIBIT: B**

Q. I do have a question for you. Have I ever or my husband ever asked you to be an authorized agent on our behalf to receive mail on our behalf?
A. No.

Testimony of Lee Ann Chaffin-Owner of Chaffin Real Estate Services, 9/16/2019 Examination by Ace Van Patten, Pg 26 Lines 23-25 & Pg 27 Lines 1-10 **SEE EXHIBIT: C**

Q. Did you ever receive any mail for the Kramers?
A. No. It was whatever Debi said about the documents. And part of that problem, too, was, you know, it's so windy where we live, as you can tell, we get wind. So maybe even part of the stuff that they'd been meant to have received might be in Fallon. I'm not kidding you. I received a plastic pool in my backyard one time.

Q. Do you know if any tenant ever provided any mail for the Kramers relating to the Autumn Glen property?
A. No, sir.

Page 28 Lines 5-8
Q. Have the Kramers advised you that the property was in foreclosure?
A. No. We let them know of the postings. They'd never been served.

Testimony of Lee Anne Chaffin-Owner of Chaffin Real Estate Services, 9/16/2019 Examination By Ms. Kramer, Pg 42 Lines 3-6 **SEE EXHIBIT: C**

Q. I just have one. Just to clarify for the record: We never contracted you to be an authorized agent to receive mail on our behalf?
A. No, never.

Testimony of Daniel Starling, 9/16/2019 Examination by Ace Van Patten, Pg 17 Lines 1-23
SEE EXHIBIT: D

Q. Have you seen this document before?
A. Not that I recollect right offhand.
Q. Does this document appear to be titled Notice of Default and Election to Sell Under Deed of Trust Important Notice?
A. This is it.
Q. I'm going to call this the notice of default going forward. Was the notice of default posted on the property?
A. Not that I can recollect, no.
Q. Did you receive a copy in the mail?
A. One again, not that I can recollect, no.
Q. Was there anyone who would check your mail for you while you lived in Autumn Glen?
A. My ex-fiancee.
Q. What's her name?
A. Maria.
Q. Is this Maria Mendoza?
A. Yes, it is.
Q. Did she live in the Autumn Glen property?
A. Yes.
Q. From when until when?
A. The whole time I lived there.

Testimony of Daniel Starling, 9/16/2019 Examination by Ms. Kramer, Pg 22 Lines 22-25 & Pg 23 Lines 1-14 **SEE EXHIBIT: D**

Q. Daniel, do you have a recollection of telling me that your then partner had seen some notices on the door, but by the time you got home from work they had blown away?
A. Yes, I do.
Q. Okay.
A. Those were the ones I was talking about that were taped to the door.
Q. Okay. So you never actually got to see those documents yourself?
A. The ones that had blown away, no. Like I said, the only ones that I actually got to see -- and these may have been them. I don't know. It's been over a year ago, you know, so I can't tell you

100 percent yes or no that that was them.
Q. You don't know what the documents were that were on the door, because they blew away?
A. Correct.

Further, NRS 107 does not provide that the "Notice of Default" of homeowners' real property should be given to a property management company or to a tenant for the very reasons as was noted in the testimonies of the witnesses.

Inspite of the fact that NDSC and JPMorgan Chase Bank were well aware of Plaintiffs' current address, NDSC failed to provide Plaintiffs with the Notice of Default as required by Nevada law. Additionally, NDSC failed to provide Plaintiffs with accounting of the purported debt, which is a condition precedent prior to filing of NOD. Had Plaintiffs been given Notice of accounting of debts that are alleged due and owing, Plaintiffs would have had the opportunity to cure the debt or dispute the debt prior to the sale of Plaintiffs' real property. **SEE EXHIBIT: E**

No Valid Assignment of Deed Of Trust

NDSC failed to provide Notice of any "**Assignment of Deed Of Trust**, or any pertinent instrument to demonstrate that NDSC's was a duly appointed trustee lawfully authorized to conduct non-judicial foreclosure of Plaintiffs' retirement home. Simply put, NDSC failed to provide Plaintiffs with any proper notice to apprise Plaintiffs of the nature of the alleged indebtedness and opportunity to either dispute or cure the indebtedness, if any.

Furthermore, NDSC proffered no evidence to demonstrate that it is a dully- appointed trustee. NDSC has not provided Plaintiffs Notice of the "Deed of Trust" pursuant to which NDSC was named as a trustee or substituted as Trustee prior to the filing of the "Notice of Default" nor has NDSC provided any evidence to this Honorable court to demonstrate the NDSC is a dully appointed trustee authorized to conduct non-judicial foreclosure of Plaintiffs' real property in the state of Nevada. Moreover, NDSC failed to comply with condition precedent prior to recording the Notice of Default and the subsequent wrongful, unlawful, and willful oppressive foreclosure sale of Plaintiffs' residential real property. Plaintiffs contend that all of these *Ibid,* are Constitutionally required notices along with

certain statutory mandated Notices that are required when attempting to deprive homeowners of their Constitutionally protected interests in their real property.

The Requirements of Due Process.

Nev. Const. art. 1, § 8 provides that no person shall be deprived of life, liberty, or property, without due process of law. Although due process tolerates variances in procedure "appropriate to the nature of the case," *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 313 (1950), it is nonetheless possible to identify its core goals and requirements. First, "[p]rocedural due process rules are meant to protect persons not from the deprivation, but from the mistaken or unjustified deprivation of life, liberty, or property." Carey v. Piphus, 435 U.S. 247, 259 (1978). "[P]rocedural due process rules are shaped by the risk of error inherent in the truth-finding process as applied to the generality of cases." *Mathews v. Eldridge*, 424 U.S. 319, 344 (1976). Thus, the required elements of due process are those that "minimize substantively unfair or mistaken deprivations" by enabling persons to contest the basis upon which a state proposes to deprive them of protected interests. *Fuentes v. Shevin*, 407 U.S. 67, 81 (1972). At times, the Court has also stressed the dignitary importance of procedural rights, the worth of being able to defend one's interests even if one cannot change the result. *Carey v. Piphus*, 435 U.S. 247, 266–67 (1978); *Marshall v. Jerrico, Inc.*, 446 U.S. 238, 242 (1980); *Nelson v. Adams*, 529 U.S. 460 (2000) (amendment of judgment to impose attorney fees and costs to sole shareholder of liable corporate structure invalid without notice or opportunity to dispute). Here, had Plaintiffs received "Notice" including "Notice of Default", Plaintiffs would have defended their interest in their real property before the wrongful foreclosure by NDSC and its cohorts. Accordingly, because there is a genuine disputed issue of material fact to be litigated that precludes the entry of summary judgment, Plaintiffs respectfully request that NDSC's motion for motion for summary judgment must be denied in its entirety.

II. STATEMENT OF DISPUTED MATERIAL FACTS NECESSITATING TRIAL WHICH PRECLUDES ENTRY OF SUMMARY JUDGMENT

1. There is disputed genuine Issue of material fact to be tried as to National Default Servicing Corporation's Exhibit 1

Genuine issue exists as to any material fact pertaining to the Loan documents proffered by National Default Servicing Corporation's (NDSC), as such, NDSC is not entitled to judgment as a matter of law. In its meritless Motion for Summary Judgment, (MSJ), NDSC contends that, "On or about April 4, 2008, Leo Kramer executed an Agreement and Disclosure (the "Note") reflecting a home equity line of credit provided by Washington Mutual Bank ("WAMU"). **(p.3,¶ 1, Lines 13-15., MSJ)**. Plaintiffs challenge the validity of NDSC's **Exhibit 1** in that NDSC's **Exhibit 1** is a fabricated document. Plaintiffs have no knowledge of NDSC's Exhibit 1 and have never seen the document *Ibid,* that NDSC claim Plaintiffs executed home equity line of credit provided by Washington Mutual Bank. Furthermore, NDSC Exhibit 1 does not bear Audrey Kramer's signature. Audrey Kramer was a party to every and all Agreement(s) between the Plaintiffs and Washington Mutual Bank, yet, NDSC's Exhibit 1 is devoid of Audrey Kramer's signature. Moreover, the signature on NDSC's Exhibit 1 is a digital signature that purports to show that Leo Kramer signed the document. *Ibid.* Plaintiffs' contend that they did not execute any "Home Equity Line of Credit" with Washington Mutual Bank.

On or about June 2, 2005, Plaintiffs, Leo F. Kramer and Audrey E. Kramer, husband and wife, purchased real property located at 1740 Autumn Glenn Street, Fernley, Nevada, in Lyon County, (APN # 022-052-02), hereinafter, referred to as the (Subject Property). The subject property is a modest, 3 bedroom, 2 bath, ranch-style, single level, single family residence that was purchased with the sole intent to become Plaintiffs' retirement home. Plaintiffs are both in their mid/late 60's with serious health issues and consider the subject property sacrosanct, important and unique to them.

The initial purchase price of the subject property was $204,488, whereby Plaintiffs made a down payment of approximately 20% ($40,898) towards the purchase price.

On or about June 2, 2005, Plaintiffs obtained a 'mortgage' loan from Paul Financial Inc. in the amount of $163,500, to complete the purchase transaction of the subject property. A mortgage note and a Deed of Trust was executed for this transaction.

On or about April 4, 2008, Plaintiffs obtained a Revolving Line of Credit from Washington Mutual Bank ("WAMU") with a maximum credit limit of $176,000. WAMU credit agreement on (Pg. 2, 3rd Paragraph, Sect. 2, Lines 7-8) states:

"Under the Credit Agreement, the grantor may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above...."

At **NO** time did Plaintiffs ever access the maximum credit limit of $176,000. Furthermore, Plaintiffs were prevented from accessing any additional funds because within 6 months of entering into the Credit Agreement with WAMU the agreement was breached when the bank was seized by the FDIC on September 25, 2008.

Plaintiffs maintain they are and have always been the rightful owners of the subject property. The Plaintiffs are and have at all times been the sole names noted on the 'Deed of Trust' filed on the subject property. At **NO** time did Plaintiffs grant title, nor has title **EVER** been lawfully assigned to anyone else.

On a motion for summary judgment, the burden of establishing the nonexistence of any genuine issue of fact is upon the moving party, all doubts are resolved against him, and his supporting documents, if any, are carefully scrutinized by the Court. See Ottenheimer v. Real Estate Div. of the Nevada Dept. of Commerce, 91 Nev. 338, 535 P.2d 1284 (1975); Daugherty v. Wabash Life Ins. Co., 87 Nev. 32, 38 (1971). Here, NDSC has failed to establish nonexistence of any genuine issue of fact as to NDSC's Exhibit 1. Plaintiffs contend that NDSC's **Exhibit 1** is a fabricated document and is therefore disputed.

2. There is disputed genuine Issue of Material fact to be tried as to National Default Servicing Corporation's Exhibit 2

Genuine issue exists as to any material fact pertaining to the Loan documents proffered by National Default Servicing Corporation's (NDSC) **Exhibit 2**, as such, NDSC is not entitled to judgment as a matter of law. The instrument in NDSC's **Exhibit 2** contains digital signatures and does not bear Plaintiffs' true wet signatures. In the deposition Plaintiffs disputed said document. Ibid. The following depicts the Deposition testimony regarding NDSC's **Exhibit 2**:

Testimony of Plaintiff--Audrey Kramer's Deposition Of: 9/16/2019 SEE EXHIBIT F
Leo Kramer, Audrey Kramer vs. National Default Servicing Corp., et al.

1 **BY MR. VAN PATTEN:**
2 **Q**. All right. Is this document bearing a

3 recorder's stamp in the upper right-hand corner with
4 document number 425436?
5 **A. Yes.**
6 **Q.** And what is this document?
7 **A.** This is the deed of trust and credit --
8 revolving line of credit agreement.
9 **Q.** Turning to page 6, page 6 of 10, in the
10 upper right-hand corner.
11 **A.** Um-hum.
12 **Q.** Is that your signature on the document?
13 **A.** I'm not 100 percent sure.
14 **Q.** Do you remember executing this document?
15 **A.** I don't. I got this off line. I went
16 online and got this when -- when the foreclosure --
17 when I got notice of the foreclosure.
18 **Q.** And it's your testimony today, you don't
19 remember signing this document?
20 **A.** I don't remember -- I don't have this
21 document in my possession. I don't remember it being
22 given to me. That's all I'm saying. And I'm saying I
23 don't have this, and I got it when all of this came
24 about. Then I went online and started downloading all
25 of the things that were recorded against Lyon County.

1 That's the first time I got this in my possession.
2 **Q.** And you don't remember executing any
3 documents relating to this transaction?
4 **A.** Well, you didn't ask me that. You asked me
5 if that was my signature. And I said I couldn't
6 attest to that, because everything is electronic and
7 it's digital. If it was a wet signature -- do you
8 have a wet signature I could review?
9 **Q.** We're only providing copies.
10 **A.** So if it's a digital, I can't attest that
11 it's my signature. If it was wet signature, I would
12 be able to tell.
13 **Q.** Does it appear to be in the form of your
14 signature?
15 **A.** Well, I guess what I take issue with is the
16 fact that with computers you can take digitally and
17 move a signature from one page to another. And I've
18 seen so many fraudulent documents since this case
19 began that I just can't attest to that being my
20 signature. Unless you can give me a wet signature in
21 blue ink, I can't attest to that.
22 **Q.** You mentioned that you've seen fraudulent
23 documents. What other fraudulent documents have you
24 seen?
25 **A.** Chase filed a fraudulent document, several.

1 **Q.** Which document?
2 **A.** There was an assignment that Chase did on
3 April 4th, I think it was in 2018, where, you know,
4 like ten years after the seizure of Washington Mutual
5 where they said -- I don't have the document in front
6 of me, I'm going to have to pull from memory -- where

7 they assigned it to themselves. Which, you know, it's
8 a fraudulent document.
9 I also hired, as you know, a forensic
10 specialist. He's reviewed the document and also is in
11 agreement that it's a fraudulent document. There are
12 documents specifically, I want to say two thousand --
13 I'm trying to remember. When the assignment of
14 trustee was given to National Default, and I think it
15 was in December of 2013 -- I don't know exactly,
16 because I don't have the document in front of me --
17 where they assigned, where Chase assigned -- there was
18 an attachment to that document that was dated about
19 three or four years before that giving assignment. It
20 was never recorded. It was just simply attached. It
21 was dated three or four years before the assignment
22 was actually recorded with Lyon County giving National
23 Default assignment of trustee. And I think that was a
24 fraudulent document as well.
25 There were other documents that had gaps, in

Page 39

On a motion for summary judgment, the burden of establishing the nonexistence of any genuine issue of fact is upon the moving party, all doubts are resolved against him, and his supporting documents, if any, are carefully scrutinized by the Court. See Ottenheimer v. Real Estate Div. of the Nevada Dept. of Commerce, 91 Nev. 338, 535 P.2d 1284 (1975); Daugherty v. Wabash Life Ins. Co., 87 Nev. 32, 38 (1971). Here, NDSC has failed to establish nonexistence of any genuine issue of fact as to NDSC's **Exhibit 1**. Plaintiffs contend that NDSC's **Exhibit 2** is a fabricated document and is therefore disputed.

3. There is disputed genuine issue of material fact to be tried as to whether there was a valid Deed of Trust when National Default Servicing Corporation recorded the "Notice of Default"

NV Rev Stat § 107.500 (2013) provides that at least 30 calendar days before recording a notice of default and election to sell pursuant to subsection 2 of NRS 107.080 or commencing a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan and at least 30 calendar days after the borrower s default, the mortgage servicer, mortgagee or beneficiary of the deed of trust shall mail, by first-class mail, a notice addressed

to the borrower at the borrower s primary address as indicated in the records of the mortgage servicer, mortgagee or beneficiary of the deed of trust, which contains:

A statement of the facts establishing the right of the mortgage servicer, mortgagee or beneficiary of the deed of trust to cause the trustee to exercise the trustee s power of sale pursuant to NRS 107.080 or to commence a civil action for the recovery of any debt, or for the enforcement of any right, under a residential mortgage loan that is not barred by NRS 40.430. *please see, **NV Rev Stat § 107.500 (c)***

In its motion for summary judgment, NDSC contends that "On October 6, 2017, a non-judicial foreclosure of the Property was initiated by the recording of Notice of Default ("NOD" or "Notice of Default") in the Official Records of the Lyon County, Nevada Recorder. **(p.6,¶ 15., 1, Lines 2-4., MSJ)**. According to NDSC, " An Assignment of the "Deed of Trust" from WaMu to Chase was recorded in the Official Records of the Lyon County Recorder on April 10, 2018. **(p.7,¶ 23., 1, Lines 10-11., MSJ)**. Plaintiffs contend that at the time of filing of the "Notice of Default" there was no assignment of Deed of Trust as required by ***NV Rev Stat § 107.500 (c)*** prior to the commencement of the non-judicial foreclosure of Plaintiffs' residential real property. Additionally, its worth noting that WaMu who became a defunct corporation in 2008, is incapable of issuing assignment of Deed of Trust to JPMorgan Chase Bank on April 10, 2018. **(Please Plaintiffs' EXHIBIT G, a true and correct copy of the purported Assignment of Deed of Trust.)**

Plaintiffs contend that there is a genuine disputed issue of material fact to be litigated as to the validity of the Notice of Default and that precludes the entry of summary judgment. The issue as to whether there was a valid Deed of Trust on or about October 6, 2017 which provided National Default Servicing Corporation (NDSC) the right to exercise the trustee s power of sale pursuant to NRS 107.080 or to commence a civil action for the recovery of any debt, or for the enforcement of any right, under a residential mortgage loan that is not barred by NRS 40.430 remains to be litigated and decided by the jury.

On a motion for summary judgment, the burden of establishing the nonexistence of any genuine issue of fact is upon the moving party, all doubts are resolved against him, and his supporting documents, if any, are carefully scrutinized by the Court. *See Ottenheimer v. Real Estate Div. of the Nevada Dept. of Commerce*, 91 Nev. 338, 535 P.2d 1284 (1975); Daugherty v. Wabash Life Ins. Co., 87 Nev. 32, 38 (1971). Here, NDSC has failed to establish Valid "Assignment of Deed of Trust" when it filed the "Notice of Default". As such, there remain genuine disputed issue of material fact concerning Valid "Assignment of Deed of Trust" that precludes the entry of summary judgment.

4. There is disputed genuine issue of material fact to be tried as to whether National Default Servicing Corporation provided Plaintiffs "Notice" of A summary of the borrower s account" prior to recording the "Notice of Default" and the subsequent wrongful foreclosure of Plaintiffs' residential real property

NV Rev Stat § 107.500 (b)(1-10) provides that prior to recording of the Notice of Default or the sale of real property trustee must provide:

A summary of the borrower s account which sets forth:

(1) The total amount of payment necessary to cure the default and reinstate the residential mortgage loan or to bring the residential mortgage loan into current status;

(2) The amount of the principal obligation under the residential mortgage loan;

(3) The date through which the borrower s obligation under the residential mortgage loan is paid;

(4) The date of the last payment by the borrower;

(5) The current interest rate in effect for the residential mortgage loan, if the rate is effective for at least 30 calendar days;

(6) The date on which the interest rate for the residential mortgage loan may next reset or adjust, unless the rate changes more frequently than once every 30 calendar days;

(7) The amount of the prepayment fee charged under the residential mortgage loan, if any;

(8) A description of any late payment fee charged under the residential mortgage loan;

(9) A telephone number or electronic mail address that the borrower may use to obtain information concerning the residential mortgage loan; and

(10) The names, addresses, telephone numbers and Internet website addresses of one or more counseling agencies or programs approved by the United States Department of Housing and Urban Development.

Plaintiffs contend that there is a genuine disputed issue of material fact to be litigated that precludes the entry of summary judgment pertaining to whether **NDSC** provided Plaintiffs with notice of summary of the borrowers' account to apprise Plaintiffs of the amount of any indebtedness and opportunity for Plaintiffs to cure or dispute the claim.

On a motion for summary judgment, the burden of establishing the nonexistence of any genuine issue of fact is upon the moving party, all doubts are resolved against him, and his supporting documents, if any, are carefully scrutinized by the Court. *See Ottenheimer v. Real Estate Div. of the Nevada Dept. of Commerce*, 91 Nev. 338, 535 P.2d 1284 (1975); Daugherty v. Wabash Life Ins. Co., 87 Nev. 32, 38 (1971). Here, NDSC has failed to establish that it provided Plaintiffs with "Notice" of a summary of the borrowers' account when it filed the "Notice of Default". As such, there remain genuine disputed issue of material fact as to whether NDSC complied with NV Rev Stat § 107.500 (b)(1-10)" *Ibid.*

5. There is disputed genuine issue of material fact to be tried as to whether National Default Servicing Corporation provided Plaintiffs "Notice" Mailed the Notice of Default via Certified Mail to the Plaintiff

No evidence to demonstrate that "Notice of Default" was mailed to Plaintiffs via Certified Mail With Return Receipt Signed by Plaintiffs

Plaintiffs contends that in their zeal to commit fraud upon this Court and to deprive Plaintiffs with all pecuniary and beneficial interests in their residential real property, National Default Servicing Corporation callously misrepresented that "On or about October 16, 2017, the Notice of Default was mailed via Certified Mail to the Plaintiffs at:

i. 1740 Autumn Glen St., Fernley, Nevada 89408

ii. 1229 Ballena Blvd., Alameda, California 94501

and via first class mail to Parties in Possession at 1740 Autumn Glen St., Fernley, Nevada 89408-7204" **(p.6,¶., 16, Lines 5-10., MSJ).** Yet, NDSC proffered no evidence or any certified mail receipt to demonstrate that Notice of Default was mailed via Certified Mail to the Plaintiffs. Ibid. Furthermore, this is the first time NDSC proffered such representation. If fact, on March 1, 2019 hearing NDSC made no mention of notice via Certified mail. The following is a true and correct excerpt of the March 1, 2019 hearing:

PARTIAL EXCERPTS TRANSCRIBED FROM MARCH 1, 2019 HEARING WITH JUDGE SCHLEGELMILCH, ACE VAN PATTEN-NDSC & PLAINTIFF—AUDREY KRAMER

Ace Van Patten: They would be entitled to notice, but they're also obligated to alleged that they're not in default, and here they haven't done, so there is no basis for their – for their allegation that they're not in default when the bankruptcy had no effect on whether or not the account was current or default or otherwise, it only affects whether that debt is non-recourse debt or standard debt, it could be enforced against them personally. And in terms of the notice, though, the notice that they've alleged they're entitled to get that they were not living in the property, it's not owner-occupied property. The statutes that they've cited to under the foreclosure mediation program, the Homeowners Bill of Rights, NRS 107.090, they're inapplicable here. The mediation requirements and the Homeowners Bill of Rights requirements required property be owner occupied.

Judge Schlegelmilch: And I don't disagree with that. Okay? But the allegation that they failed to receive notice of the deed, notice of default and election to sell, and therefore they were not given the opportunity to cure [phonetic] the property is a factual allegation. Right? They're not entitled to foreclosure mediation, I grant you that, okay, because they're not primary residence in the property. That's not their residential property or there's no evidence before the court that it's their residential property. From the evidence that I saw was that they had somebody property managing it and were renting it out. Okay? So, from what I've seen in the complaint. I mean, that's how even in allegation Chaffin and or somebody was property managing it and renting it.

Ace Van Patten: Well, I think, Your Honor, though, even if they alleged that they didn't receive notice, they haven't provided a basis for – the statute doesn't require that the notice be sent to every possible address, it provides for what addresses need to be provided. And that they were not living in the property; they hadn't filed a recorded request to receive that. The fact that they did not personally receive notice of that doesn't sort of negate the facts that under the statutes, they may not have received personal notice of it.

Judge Schlegelmilch: But if the bank actually knew and they asserted, okay, and they complained that the bank actually knew where they were located.

Judge Schlegelmilch: Okay. Very good. Anything on that, folks?

Audrey Kramer: Yes, Your Honor. So, regarding the 107.090, I've read that very carefully, numerous times. And what it states is in section 3, the foreclosing ARM, in this case, National Default, must fulfill both subsection A and B. Subsection A requirement, each person who recorded a request for a copy of notice; and Subsection B, requiring each person with an interest who's interest or claimed interest is subordinate to deed of trust must be notified in writing via registered or certified US mail, return receipt requested, and the postage prepaid a copy of the notice of default. It doesn't say that anybody who wants to be noticed.

Judge Schlegelmilch: You are entitled to notice. You don't even have to argue that.

Audrey Kramer: Thank you.

Judge Schlegelmilch: Okay?

Audrey Kramer: Thank you.

Judge Schlegelmilch: All right. You're entitled to notice.

Audrey Kramer: And because how would I know to ask for if [crosstalk] [0:39:08] I didn't know it was being filed against us in the first place?

Judge Schlegelmilch: Okay. You're entitled to notice.

The excerpt of the March 1, 2019 hearing totally cast doubt in NDSC's representation that it sent Notice of Default to Plaintiffs via certified mail to the Plaintiffs. **(p.6,¶., 16, Lines 5-10., MSJ).** NDSC's misrepresentation exemplifies the extent NDSC and its Attorney are willing to go to perpetrate fraud upon the Court in their zeal to deprive Plaintiffs of all their pecuniary and beneficial interest in their residential real property.

Summary Judgment is appropriate only when moving party is entitled to judgment as a matter of law, and no genuine issue remains for trial. Shepard v. Harrison, 100 Nev. 178, 678 P.2d 670 (1984); Pacific Pools Constr. Co. v. McClain's Concrete, Inc., 101 Nev. 557, 706 P.2d 849 (1985). Here, NDSC has failed to proffer any evidence to demonstrate that it sent the notice of default to Plaintiffs via Certified mail as required by the statute. As such, there is disputed genuine issue of material fact to be tried as to whether National Default Servicing Corporation mailed Plaintiffs the "Notice of Default" to Plaintiffs via certified mail or via any mail at all. Accordingly, NDSC's motion for summary judgment must be denied in its entirety.

6. There is disputed genuine issue of material fact to be tried as to NDSC contentions on fact that are not pertinent to Plaintiffs claim for wrongful foreclosure and

Declaratory Relief in the instant case

FDIC's receivership of WaMu

Plaintiffs contend that **NDSC**'s reference to FDIC's receivership of WaMu **(p.4,¶ ¶ 5-8, Lines 1-14., MSJ)** is not pertinent in the instant case as it fails to demonstrate the genuine disputed issue of material fact as to whether **NDSC** provided Plaintiffs with "Notice" as outlined Ibid.

Reference to Leo Kramer's Bankruptcy

Plaintiffs contend that **NDSC**'s reference to Leo Kramer's Bankruptcy **(p.4,¶ ¶ 10, Lines 20-22., MSJ) and (p.5,¶ ¶ 11-14, Lines 1-16., MSJ)** is not pertinent in the instant case because it fails to demonstrate the genuine disputed issue of material fact as to whether **NDSC** provided Plaintiffs with "Notice" as outlined *Ibid.* Further, Plaintiff, Audrey Kramer, did not file and was not party to any Bankruptcy.

III
ARGUMENT

A. THE COURT MUST DENY NATIONAL DEFAULT SERVICING CORPORATION'S MOTION FOR SUMMARY JUDGMENT BECAUSE THERE IS GENUINE ISSUE AS TO MATERIAL FACT TO BE LITIGATED WHICH PRECLUDES THE ENTRY OF JUDGMENT AS A MATTER OF LAW

Standard of Review for Summary Judgment.

When reviewing a motion for summary judgment, the evidence and all reasonable inferences drawn from the evidence, must be viewed in a light most favorable to the non-moving party." Richards v. Republic Silver State Disposal, Inc., 122 Nev. 1213, 148 P.3d 684, 686 (2006). The nonmoving party is entitled to have the evidence and all reasonable inferences accepted as true. Doud v. Las Vegas Hilton Corp., 109 Nev. 1096, 1100, 864 P.2d 796 (1993). "'A factual dispute is genuine when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party.'" Turner v. Mandalay Sports Entertainment, Inc., 124 Nev. , , 180 P.3d 1172, 1174-1175 (2008),quoting Wood v. Safeway, Inc. 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). If the party opposing summary

judgment would be entitled to prevail under any reasonable construction of the evidence, summary judgment against that nonmoving party cannot be sustained. Harris v. Itzhaki, 183 F.3d 1043, 1051 (9th Cir. 1999). All doubts must be resolved against the moving party (Addisu v. Fred Meyer, Inc., 198 F.3d 1130, 1134 (9th Cir. 2000)), and its supporting affidavits and depositions, if any, must be carefully scrutinized by the court even with respect to inferences. Hoffmeister Cabinets of Nev., Inc. v Bivins, 87 Nev. 282, 284, 486 P.2d 57 (1971).

Summary Judgment is appropriate only when moving party is entitled to judgment as a matter of law, and no genuine issue remains for trial. Shepard v. Harrison, 100 Nev. 178, 678 P.2d 670 (1984); Pacific Pools Constr. Co. v. McClain's Concrete, Inc., 101 Nev. 557, 706 P.2d 849 (1985). The rule authorizes summary judgment only where the moving party is entitled to judgment as a matter of law, where it is quite clear what the truth is and that no genuine issue remains for trial. Short v. Hotel Riviera, Inc., 79 Nev. 94, 378 P.2d 979 (1963); Olson v. Iacometti, 91 Nev. 241, 533 P.2d 1360 (1975); Lipshie v. Tracy Inv. Co., 93 Nev. 370, 566 P.2d 819 (1977); Intermountain Veterinary Medical Ass'n v. Kiesling-Hess Finishing Co., 101 Nev. 107, 706 P.2d 137 (1985); Van Cleave v. Gamboni Constr. Co., 101 Nev. 524, 706 P.2d 845 (1985); Palevac v. Mid Century Non Auto, 101 Nev. 835, 710 P.2d 1389 (1985).

Summary judgment may be granted only if the pleadings and affidavits show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. McDermond v. Siemens, 96 Nev. 226, 607 P.2d 108 (1980); Hicks v. BHY Trucking, Inc., 99 Nev. 519, 665 P.2d 253 (1983), cert. denied, 479 U.S. 994, 107 S. Ct. 597, 93 L. Ed. 2d 597 (1986); Hampton v. Washoe County, 99 Nev. 819, 672 P.2d 640 (1983); Copeland v. Desert Inn Hotel, 99 Nev. 823, 673 P.2d 490 (1983); Hay v. Hay, 100 Nev. 196, 678 P.2d 672 (1984); Butler v. Bogdanovich, 101 Nev. 449, 705 P.2d 662 (1985); Busch v. Flangas, 108 Nev. 821, 837 P.2d 438 (1992). Here, NDSC failed to meet its burden of establishing the nonexistence of any genuine issue of fact. Plaintiffs contend that all doubts should be resolved against NDSC, and their supporting documents, if any, should be stricken from the record.

Summary judgment is proper when the moving party is entitled to judgment as a matter of law, and no genuine issue remains for trial. A party opposing such a motion for summary judgment must set

forth specific facts showing that there is a genuine issue for trial and the opponent must show he can produce evidence at the trial to support his claim. Van Cleave v. Kietz-Mill Minit Mart, 97 Nev. 414, 633 P.2d 1220 (1981). Here, Plaintiffs have met their burden by setting forth specific facts in their statement of disputed material facts to demonstrate that there is a genuine issue of material fact, which precludes the entry of summary judgment. On a motion for summary judgment, the burden of establishing the nonexistence of any genuine issue of fact is upon the moving party, all doubts are resolved against him, and his supporting documents, if any, are carefully scrutinized by the Court. See Ottenheimer v. Real Estate Div. of the Nevada Dept. of Commerce, 91 Nev. 338, 535 P.2d 1284 (1975); Daugherty v. Wabash Life Ins. Co., 87 Nev. 32, 38 (1971). Further, summary judgment may be granted only if the pleadings, admissions, depositions, answers to interrogatories and affidavits establish that no genuine issue exists as to any material fact and the moving party is entitled to judgment as a matter of law. Montgomery v. Ponderosa Constr., Inc., 101 Nev. 416, 705 P.2d 652 (1985). The party opposing summary judgment is entitled to have the evidence and all inferences therefrom accepted as true. Jones v. First Mortgage Co. of Nevada, 112 Nev. 531, 915 P.2d 883 (1996); Johnson v. Steel, 100 Nev. 181, 182-183 (1984).

In Wood v. Safeway, 121 Nev. 724, 121 P.3d 1026 (2005), the Nevada Supreme Court clarified the "slightest doubt" standard, holding that: A factual dispute is genuine when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party. Id. at 724, 1026. As shown herein, taking into consideration the Wood standard, Defendant's Motion must fail because Plaintiffs have clearly demonstrated that there are material issues of fact that, depending on what more is learned during discovery, could allow a jury to return a verdict in its favor for all claims at issue.

Notice of Notice of Default was not sent to Plaintiffs in accordance with Nevada State Law prior to the non-judicial foreclosure and Election to Sell.

Summary judgment can only be granted when there are no genuine issues of material fact and one party is entitled to judgment as a matter of law; hence, summary judgment is necessarily foreclosed if there is the slightest doubt as to the operative facts. Sawyer v. Sugarless Shops, Inc., 106

Nev. 265, 792 P.2d 14 (1990). Here, it is irrefutable that there remains genuine issues of material fact in this case because NDSC failed to provide Plaintiffs with Notice of Default and Election to Sell before the sale of Plaintiffs' residential real property.

The foreclosure is commenced by recording and mailing of a Notice of Default and Election to Sell under NRS 107.080. This document identifies the property involved, the relevant deed of trust, and the default or defaults that have occurred under the secured obligations. This document is recorded in the real property records and also must be mailed by registered or certified mail to (1) the original grantor of the deed of trust; (2) the current owner of the property; (3) the holders of any subordinate encumbrances on the real property; (4) any person who has recorded a request for notice (and (5) any guarantors of the secured obligations. Notices must be sent to the trustor and guarantors at their last known addresses. Here, NDSC and JPMorgan Chase Bank were aware of Plaintiffs' address yet failed to send notice to Plaintiffs at their current or last known address via mail as required by the Nevada Statute, even though Chase, who falsely purports to be beneficiary of Plaintiffs note, regularly mailed statements to Plaintiffs'.

Because on a motion for summary judgment, the burden of establishing the nonexistence of any genuine issue of fact is upon the moving party, all doubts are resolved against him, and his supporting documents, if any, are carefully scrutinized by the Court. *See Ottenheimer v. Real Estate Div. of the Nevada Dept. of Commerce*, 91 Nev. 338, 535 P.2d 1284 (1975); Daugherty v. Wabash Life Ins. Co., 87 Nev. 32, 38 (1971). NDSC has undoubtedly failed to meet its burden of establishing the nonexistence of any genuine issue of fact regarding "Notice of Default". Accordingly, NDSC's Motion for Summary Judgment must be denied in its entirety.

/
/
/
/
/
/
/
/
/
/

IV
CONCLUSION

For the foregoing reason, Plaintiffs respectfully request that the Court deny National Default Servicing Corporation's (NDSC) Motion For Summary Judgment's Motion for Summary Judgment in its entirety.

Dated: 3/3/2020

Leo Kramer, Pro per

Dated: 3/3/2020

Audrey Kramer, Pro per

PROOF OF SERVICE

The UPS Store
1511 Sycamore Ave. Ste M
Hercules, CA 94547
store2796@theupsstore.com

STATE OF CALIFORNIA)
) SS:
COUNTY OF CONTRA COSTA)

I am employed in the County of Alameda, State of California. I am over the age of 18 and not a party to the within action; my business address is: _____
On March 3, 2020, I served the foregoing document entitled:

PLAINTIFFS, LEO KRAMER, AND AUDREY KRAMER'S OPPOSITION TO NATIONAL DEFAULT SERVICING CORPORATION'S MOTION FOR SUMMARY JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATION OF AUDREY KRAMER

on all parties in this action as follows:

PLEASE SEE ATTACHED SERVICE LIST

_____**Mail.** By placing a true copy thereof enclosed in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with first class postage thereon fully paid at Hercules, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter is more than one day after day of deposit for mailing in this Proof of Service.

_____ **By Telefax.** I transmitted said document by telefax to the offices of the addressees at the telefax numbers on the attached Service List.

_____ **By Personal Service.** I delivered such envelope by hand to the addressee(s).

_X_ **By Overnight Courier.** I caused the above-referenced document(s) to be delivered to an overnight courier service for next day delivery to the addressee(s) on the attached Service List.

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

Executed on March 3, 2020 at Hercules, California.

Corina DiGrazia
Name of Declarant

Signature of Declarant

(4402)

SERVICE LIST:

Matthew K. Schriever
John T. Steffen
Hutchison & Steffen
1008 West Alta Drive, Suite 200
Las Vegas, NV 89145

Attorneys for Defendants,
BRECKENRIDGE PROPERTY FUND 2016 LLC, et al.

Ace Van Patten
Kevin S. Soderstrom
Tiffany & Bosco, P.A.
10100 W. Charleston Boulevard, Ste. 220
Las Vegas, NV 89135

Attorneys for Defendant,
NATIONAL DEFAULT SERVICING CORPORATION

LIST OF EXHIBITS:

A. STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM

B. TRANSCRIPT OF DEPOSITION OF DEBORAH TAYLOR

C. TRANSCRIPT OF DEPOSTION OF LEE ANN CHAFFIN

D. TRANSCRIPT OF DEPOSITION OF DANIEL STARLING

E. CHASE MONTHLY STATEMENTS/ENVELOPES

F. TRANSCRIPT OF DEPOSITION OF AUDREY KRAMER

G. CHASE BANK **ROBO-SELF-SIGNED**, SELF-ASSIGNED DEED OF TRUST

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM

A

Doc #: 578119
03/22/2018 03:13 PM Page: 1 of 2
OFFICIAL RECORD
Requested By: SERVICELINK TITLE AGENCY INC
Lyon County, NV
Dawna L. Warr, Recorder
Fee: $38.00 RPTT: $0.00
Recorded By: lharrington

When recorded, return to;
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ. 85020

12-31926-JP-NV
022-052-02

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM CERTIFICATE

Do Not Remove Cover Sheet

Part of the Original Document

Unofficial Copy

(4406)

HOME MEANS NEVADA, INC.
A Non-Profit Entity Established by the State of Nevada, Department of Business and Industry

Board of Directors
President – Shannon Chambers
VP – Perry Faigin
Member at-large – Robin Sweet
Member at-large – Verise Campbell
Member at-large – Jennifer Yim

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM CERTIFICATE

APN: 022-052-02

Recording requested by:
National Default Servicing Corporation
7720 North 16th Street, Suite 300
Phoenix AZ 85020

When recorded, mail to:
National Default Servicing Corporation
7720 North 16th Street, Suite 300
Phoenix AZ 85020

☐ **Mediation Waiver:** The Beneficiary may proceed with foreclosue process.

☐ **No Agreement:** A Foreclosue Mediation Conference was held on . The parties were unable to agree to a resolution of this matter. The Beneficiary may proceed with foreclosure process.

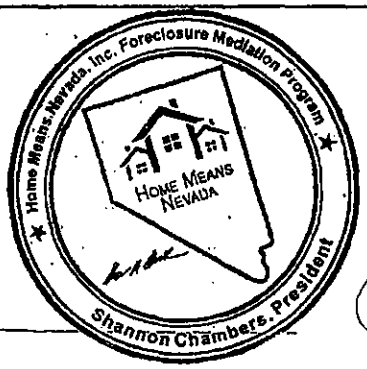
☐ **Relinquish the Property:** A Foreclosue Mediation Conference was held on . The parties homeowner would voluntarily relinquish the property. The mediation required by law has been completed in this matter. The Beneficiary may proceed with the foreclosure process.

☒ **Grantor Non-Compliance:** The Grantor or person who holds the title of record did not attend the Foreclosure Mediation Conference, failed to produce the necessary disclosure forms, did not file petition, or did not pay the fees required by the district court. The Beneficiary may proceed with the foreclosure process.

☐ **Certificate Reissuance:** The Beneficiary may proceed with foreclosure process.

☐ **Court Ordered:** The Beneficiary may proceed with the foreclosure process.

NOD Date: 10/06/2017 **Proof of Service Date:** 10/16/2017



Property Owner(s):
Audrey E. Kramer
Leo F. Kramer

Property Address:
1740 Autumn Glen St.
Fernley, NV 89408

Trustee:
National Default Servicing Corporation

Instrument Number: 425436

Deed of Trust Document Number:
Book Page

Foreclosure Mediation Program Certificate Number: 2018-01-27-0001 **Issue Date:** 01/27/2018

Unofficial Copy

TRANSCRIPT OF DEPOSITION OF DEBORAH TAYLOR

B

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

--oOo--

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD, INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 Dept. No.: I

DEPOSITION OF DEBORAH TAYLOR

MONDAY, SEPTEMBER 16, 2019

Reno, Nevada

Reported by: EVELYN J. STUBBS, CCR #356

1 APPEARANCES:
2
3 For the Plaintiffs:
LEO KRAMER and AUDREY KRAMER
4 Appearing In
Proper Persona
5
6 For the Defendant National Default Servicing
Corporation:
7 TIFFANY & BOSCO, P.A.
Attorneys at Law
8 By: Ace C. Van Patten, Esq.
10100 West Charleston Boulevard, Suite 220
9 Las Vegas, Nevada 89135
(702) 258-8200
10 avp@tblaw.com
11
For the Defendant Breckenridge Property Fund 2016 LLC:
12 HUTCHISON & STEFFEN
Attorneys at Law
13 By: Matthew K. Schriever, Esq.
10080 West Alta Drive, Suite 200
14 Las Vegas, Nevada 89145
(702) 385-2500
15 mschriever@hutchlegal.com
16
ALSO PRESENT:
17 Lee Anne Chaffin
18
19
20
21
22
23
24
25

1 PURSUANT TO NOTICE, and on Monday, the 16th
2 day of September, 2019, at the hour of 10:00 a.m. of
3 said day, at the Courtyard by Marriott, 1 Ballpark
4 Lane, Reno, Nevada, before me, Evelyn J. Stubbs,
5 personally appeared DEBORAH TAYLOR.
6
7 DEBORAH TAYLOR,
8 called as a witness by the defendants herein,
9 being first duly sworn,
10 was examined and testified as follows:
11
12 EXAMINATION
13 BY MR. VAN PATTEN:
14 Q. Just to start. Can you please state your
15 name and spell it for the record.
16 **A. Deborah Taylor, D-E-B-O-R-A-H T-A-Y-L-O-R.**
17 Q. So my name is Ace Van Patten. I'm the
18 attorney for National Default Servicing Corporation.
19 We're here today to discuss property at 1740
20 Autumn Glen Street in Fernley. And we're here for
21 your deposition today.
22 Just initially, for the sake of brevity, as
23 we get into it, if I refer to NDSC, I'm referring to
24 National Default Servicing Corporation. If I refer to
25 the property or the subject property or Autumn Glen,

1 INDEX
2 THE WITNESS: DEBORAH TAYLOR

3 EXAMINATION	PAGE
4 By Mr. Van Patten	4
5 By Mr. Schriever	33, 37
6 By Ms. Kramer	36

7
8 * * *
9
10 INDEX OF EXHIBITS

11 NUMBER:		MARKED:
12 1 -	Amended Notice of Taking Deposition of Deborah Taylor (4 pages)	8
14 2 -	Declaration of Deborah Taylor (3 pages)	20
16 3 -	Notice of Default and Election to Sell Under Deed of Trust NDSC000022-NDSC000028	24
18 4 -	E-mail from Audrey Kramer to Debi Taylor, October 16, 2017 (1 page)	26
20 5 -	E-mail from Audrey Kramer to Debi Taylor, October 24, 2017 (1 page)	27
22 6 -	Notice of Trustee's Sale NDSC000032-NDSC000034	28
23 7 -	Trustee's Deed Upon Sale NDSC000035-NDSC000038	30

24
25

1 what I'm referring to is the 1740 Autumn Glen
2 Property.
3 **A. Okay.**
4 Q. Have you ever been deposed before?
5 **A. No.**
6 Q. Do you understand that you're under oath and
7 that your deposition testimony is just as significant
8 as if you were testifying in court?
9 **A. Yes.**
10 Q. So as we get into it, if you don't
11 understand a question, please let me know, and I'll
12 repeat or try to clarify. If you answer it, though,
13 we're going to assume that you understood it and that
14 you answered it appropriately.
15 **A. Um-hum.**
16 Q. And because this is being recorded, can't
17 have non-verbal answers like head shaking. Also can't
18 have like uh-huh, nuh-uh; need yes or no just for the
19 record. Do you understand that?
20 **A. Yes.**
21 Q. Also just to make it easier on her, and this
22 is something we'll both have to work together on,
23 because it is being recorded and transcribed, we can't
24 talk over each other. So I'll ask a question, if
25 you'll allow me to complete the question before you

1 answer, in turn, I'll wait for you to complete your
2 answer before I ask a new question.
3 **A. Okay.**
4 Q. Do you understand the difference between an
5 estimate and a guess? So let me provide an example.
6 If I asked you to estimate how big this table is, you
7 could, because you're here, you can of see it; you can
8 make a pretty informed estimation of how big it is.
9 But if I asked you how big the table in my office was,
10 you'd have to guess, because you haven't seen it.
11 **A. Correct.**
12 Q. But I'm not going to ask you to guess. If
13 you estimate, that's fine, just let me know that
14 you're estimating or approximating dates, amounts,
15 that type of things.
16 **A. Okay.**
17 Q. Someone may object to some of my questions
18 as you get into it. That's fine. You can go ahead
19 and answer those, unless you're specifically directed
20 not to answer that. And then if that comes up, we'll
21 just address it at that point.
22 **A. Okay.**
23 Q. You'll have an opportunity to review the
24 transcript of the deposition. You can make any
25 corrections you feel are necessary if you believe

1 something was inaccurately recorded. I will say
2 though, if you to do that, I can at trial, if it comes
3 to that, point out the discrepancy and ask you
4 questions about that.
5 **A. Okay.**
6 Q. So just generally, if you need a break, we
7 can take a break. The only thing is we can't take a
8 break in the middle of a question. I'll have to have
9 you finish the question before we take a break.
10 But other than that, any questions so far?
11 **A. No.**
12 Q. So next question we have to ask at every
13 deposition, so don't take it personally, but are you
14 presently taking or are you under the influence of any
15 prescription medications, alcohol, non-prescription
16 medications?
17 **A. I take prescription medications, but they're**
18 **not narcotic.**
19 Q. Okay. Do any of those medications cause
20 forgetfulness, loss of mental acuity?
21 **A. No.**
22 Q. Do you feel like you're suffering from any
23 side effects right now?
24 **A. No.**
25 Q. Is there anything that would prevent you

1 from giving accurate and truthful testimony today?
2 **A. No.**
3 Q. I'm going to mark this as Exhibit 1.
4 (Exhibit 1 was marked for identification.)
5 BY MR. VAN PATTEN:
6 Q. Have you seen this document before?
7 **A. Yes.**
8 Q. Is this the Amended Notice of Taking
9 Deposition of Deborah Taylor?
10 **A. Yes.**
11 Q. Did you review this notice?
12 **A. Yes.**
13 Q. And when was that?
14 **A. The day I received it.**
15 Q. Do you remember when you received it?
16 **A. No.**
17 Q. Did you review the areas of inquiry on pages
18 two and three?
19 **A. Yes.**
20 Q. Are you here today to testify on all those
21 areas?
22 **A. Yes.**
23 Q. How did you prepare for the deposition
24 today?
25 **A. I didn't actually prepare for the**

1 **deposition. I got all the documents together and sent**
2 **them to you that I felt were on the list.**
3 Q. When you were reviewing those documents to
4 pull them together, did you actually review the
5 documents?
6 **A. Yes.**
7 Q. Were those documents the entirety of your
8 file --
9 **A. Yes.**
10 Q. -- for this property?
11 **A. Yes.**
12 Q. Are there physical files?
13 **A. All of our files are online, so I had to**
14 **print them.**
15 Q. Okay. Did you speak with an attorney about
16 this deposition?
17 **A. No.**
18 Q. Did you speak with anyone about this
19 deposition?
20 **A. Just my boss, Lee Anne.**
21 Q. And as we get into it, if I say "speak,"
22 what I'm really meaning is communication in all forms.
23 So that would include text messages, e-mails, regular
24 mail, fax, basically any method of communication.
25 **A. I did communicate a little bit with Audrey**

1 also.
2 Q. Okay. When was that?
3 A. Thursday. No -- Thursday.
4 Q. And just to confirm for the sake of the
5 record, I just need to have your testimony on it.
6 Ms. Chaffin will have an opportunity at a later point.
7 A. Sure.
8 Q. What was the topic of that conversation?
9 A. The e-mail that you sent asking for a
10 missing document.
11 Q. And what did you guys discuss?
12 A. She was just telling me there was only
13 certain documents you could ask for. And I told her
14 you were just asking for a missing e-mail.
15 Q. What documents did she say I could ask for?
16 A. Documents pertaining to specifically what
17 the case is about.
18 Q. Were there other documents pertaining to the
19 Autumn Glen property that you did not provide?
20 A. I don't believe I provided a management
21 agreement or a lease agreement from a prior tenant.
22 Q. Those were the only documents you did not
23 provide?
24 A. I believe so.
25 Q. I believe you said earlier that you also

1 spoke with Ms. Chaffin; is that correct?
2 A. Yes.
3 Q. What did you guys speak about?
4 A. I e-mailed her and asked her to look at the
5 e-mail and answer it, because I didn't understand it.
6 Q. What did she say?
7 A. She responded to your e-mail. And we
8 discussed documents prior to that. She instructed me
9 to get all the documents together.
10 Q. Other than Ms. Chaffin and Ms. Kramer, did
11 you discuss this deposition with anybody else?
12 A. My husband.
13 Q. What was the general topic of that
14 discussion?
15 A. Just that I had to give a deposition, and
16 I've never given one before.
17 Q. So before we get into questions about the
18 Autumn Glen property, I'm going to ask you some
19 general background questions.
20 A. Okay.
21 Q. So have you been known by any other name or
22 names?
23 A. Yes.
24 Q. And what are those?
25 A. Deborah Dieterich, Deborah Ann Dieterich.

1 Deborah Ann Taylor, Deborah Ann Baker.
2 Q. Any others?
3 A. I don't think so, no.
4 Q. Can you tell me about your educational
5 history starting with high school?
6 A. What do you mean by "history"?
7 Q. Did you graduate from high school?
8 A. I did not. I have a GED.
9 Q. Okay. What was the highest grade you
10 completed?
11 A. Almost all of 12th grade.
12 Q. Okay. When did you get your GED?
13 A. '95, '96.
14 Q. Any college classes?
15 A. No.
16 Q. Any trade school?
17 A. Real estate.
18 Q. And what did you do relating to real estate
19 in terms of education?
20 A. You have to do 90 hours, I believe, of
21 class. So I did that at home. Self-study type,
22 that's how I did that. And then there's continual
23 education after that.
24 Q. And did you get a license?
25 A. Yes.

1 Q. When was that?
2 A. 2010. I also have a property management
3 certificate/license.
4 Q. And when did you get that?
5 A. Same time, 2010.
6 Q. Okay. What's your current occupation?
7 A. Real estate agent, property manager.
8 Q. And where are you currently working?
9 A. Chaffin Real Estate Services.
10 Q. As we get into it, if you hear me refer to
11 Chaffin or Chaffin Real Estate, what I'm referring to
12 is Chaffin Real Estate Services.
13 And how long have you been at Chaffin?
14 A. Since 2010.
15 Q. Prior to that where were you working?
16 A. Lyon County School District.
17 Q. What were you doing for Lyon County?
18 A. Special education aid.
19 Q. And what's your current address?
20 A. 1548 Maria Court, Fernley, Nevada, 89408.
21 Q. How long have you lived there?
22 A. Since 2009, 10 years.
23 Q. Where did you live before that?
24 A. Canary Circle, Fernley, Nevada, 89408.
25 Q. Do you rent or own?

1 A. I own, at least the part the bank doesn't.
2 Q. And Canary Circle, did you rent or own that?
3 A. Rent.
4 Q. Have you owned any other real property in
5 the last ten years?
6 A. No.
7 Q. Have you ever had a property foreclosed
8 upon?
9 A. Yes, but I don't know for sure if it was
10 fully in my name.
11 Q. When was that?
12 A. 1989, 1990 maybe. I left. I don't know
13 what happened to the property. My mother-in-law was
14 involved, so I'm not sure of the details.
15 Q. Do you remember who the lender was?
16 A. No.
17 Q. Have you ever been a party to any lawsuit as
18 either a plaintiff or defendant?
19 A. No.
20 Q. Other than traffic offenses, have you ever
21 been convicted of any criminal offense?
22 A. No.
23 Q. As part of your duties with Chaffin, did you
24 have any involvement with the Autumn Glen property?
25 A. Yes.

1 Q. What were your duties?
2 A. When we acquired the property, it was
3 occupied. So on a regular basis we would do
4 maintenance, I would schedule maintenance, collect
5 rent. And then it became vacant, and I would do walk-
6 through, prepare for the next tenant, advertise, do
7 background check on the tenant, do the -- we have a
8 rental program that we have to enter all of this in,
9 make a new lease, get the tenant moved in, and
10 continue collecting rent, and maintenance on that
11 property.
12 Q. When did you first start being involved with
13 the Autumn Glen property?
14 A. 2014, mid year. I can't give you an exact
15 date.
16 Q. Are you still involved with the Autumn Glen
17 property?
18 A. Only as relating to this lawsuit.
19 Q. When, in the context of your duties at
20 Chaffin, did you stop having involvement with Autumn
21 Glen?
22 A. 2018, springtime. I'm sorry. It was when
23 the tenant moved out.
24 Q. And you said you thought that was the spring
25 of 2018?

1 A. Yes.
2 Q. And was the tenant you're referring to
3 Daniel Starling?
4 A. Yes.
5 Q. Were there any other parties living in the
6 Autumn Glen property with Mr. Starling?
7 A. His girlfriend Maria.
8 Q. And is that Maria Mendoza?
9 A. Yes.
10 Q. Previously you said that Chaffin had
11 acquired the property.
12 A. Yeah, in 2014, Chaffin Real Estate purchased
13 another property management agency, and that came with
14 that. That property came with that contract.
15 Q. So Chaffin had no interest in the property,
16 only in the property management component of it?
17 A. Correct.
18 Q. Who was the last tenant that you dealt with
19 in regard to the Autumn Glen property?
20 A. Daniel Starling.
21 Q. And when was Mr. Starling in the property?
22 A. I believe until 2018.
23 Q. When did he first move in?
24 A. When did he first move in, March of 2017.
25 Q. And the document you just referred to was

1 the lease agreement that had previously been provided
2 in response to the subpoena?
3 A. Yes.
4 Q. In your duties at Chaffin with regard to the
5 Autumn Glen property, have the Kramers always been the
6 owners?
7 A. Yes.
8 Q. And when did you first meet the Kramers?
9 A. Face to face or --
10 Q. Let's start with face to face.
11 A. Sometime in 2018, when we went to court.
12 Q. Did you have any other contact with them in
13 any other context?
14 A. Only in e-mails, yes, beginning in 2014.
15 Q. How would you characterize your relationship
16 with the Kramers?
17 A. Professional.
18 Q. Other than normal pleasantries, have you had
19 any personal discussions with the Kramers about
20 anything other than the Autumn Glen property?
21 A. No.
22 Q. Would you call them friends?
23 A. No.
24 Q. Did you have any contact with Daniel
25 Starling before he moved into the Autumn Glen property?

1 A. Just in the weeks preceding as we produced
2 his application and we completed his lease.
3 Q. Do you have an e-mail address at Chaffin?
4 A. Yes, I do.
5 Q. And what's that e-mail address?
6 A. It's Debi, D-E-B-I, @chaffinrealestate.com.
7 Q. You provided in response to our subpoena
8 several documents, which included some e-mails; is
9 that correct?
10 A. Yes.
11 Q. And of those e-mails provided none of them
12 were before approximately May 2018; is that correct?
13 A. That's correct.
14 Q. Why is that?
15 A. I don't have them.
16 Q. And why do you not have them?
17 A. I would have deleted them.
18 Q. When was it discovered that those e-mails
19 had been deleted?
20 A. When you -- in the e-mail that asked for a
21 missing e-mail, and I just went to look. Sent you
22 what I thought was missing, and you specifically
23 outlined what e-mail you were asking for, and I went
24 to look for and didn't have it, and found that my
25 e-mails in regards to this property went back to May.

1 Q. When were those e-mails deleted?
2 A. I don't know.
3 Q. Who deleted the e-mails?
4 A. I would have. Can I give you an estimate of
5 when I think they were deleted?
6 Q. Yes.
7 A. Probably October/November of 2018.
8 Q. Do you know what range of dates the deleted
9 e-mails fall into?
10 A. I think just in that time frame.
11 Q. And when you say in that time frame, you
12 mean before October 2018?
13 A. From around October/November of 2018.
14 Q. Was it every e-mail during that period which
15 had been deleted or only relating to Autumn Glen?
16 A. I don't know.
17 Q. Were any attempts made at recovering those
18 e-mails?
19 A. No.
20 Q. Was it only your e-mails which were deleted?
21 A. Yes. I only have access to my e-mail
22 account.
23 Q. And you believe e-mails involving the Autumn
24 Glen property were included in those e-mails which
25 were deleted?

1 A. Say that again.
2 Q. Do you believe that e-mails involving the
3 Autumn Glen property were deleted in the batch of
4 e-mails deleted?
5 A. Yes.
6 Q. Does Chaffin have a policy regarding the
7 deletion of e-mails?
8 A. No.
9 MR. VAN PATTEN: Mark this as Exhibit 2.
10 (Exhibit 2 was marked for identification.)
11 BY MR. VAN PATTEN:
12 Q. Have you seen this document before?
13 A. Yes.
14 Q. Is this the -- is this document, it has a
15 title down at the bottom Declaration of Deborah
16 Taylor?
17 A. Yes.
18 Q. When was the first time you saw this
19 document?
20 A. Like this, when it was sent as part of --
21 you know, I can't remember.
22 Q. In terms of, with the exception of the first
23 cover page, do you recognize what is effectively pages
24 two and three of the document?
25 A. Yes.

1 Q. When did you first see pages two and three?
2 A. Well, I wrote them in my own words, so . . .
3 Q. You prepared this document?
4 A. I didn't prepare the document as here, but I
5 wrote this out.
6 Q. Who prepared the document?
7 A. I believe Audrey did. I honestly don't
8 remember. She asked me to do an affidavit including
9 all this information, and so I wrote it up.
10 Q. When did they ask that?
11 A. October, as it's dated October of 2018.
12 Q. Did they provide any other documents to you
13 in support of the affidavit?
14 A. No.
15 Q. When you said they contacted you, how did
16 they contact you about the affidavit?
17 A. I believe she called me on the phone.
18 Q. What did she ask you to do?
19 A. Just write up the information pertaining to
20 the property.
21 Q. Did they tell you what it was for?
22 A. Well, yeah, I knew it was a lawsuit.
23 Q. Is that your signature at the bottom of page
24 3?
25 A. Yes, it is.

1 Q. Before signing, did you review the document?
2 **A. Yes.**
3 Q. Was it accurate?
4 **A. Yes.**
5 Q. Did you ask for any revisions to the
6 document?
7 **A. No.**
8 Q. In conducting your review of this
9 declaration, did you review any documents?
10 **A. Are you referring to recently or when I**
11 **first saw this?**
12 Q. When you first executed this?
13 **A. I looked for documents to support this at**
14 **the time that I wrote this, yes.**
15 Q. Did you receive anything in exchange for
16 executing the document?
17 **A. No.**
18 Q. Were you promised anything in exchange for
19 executing the document?
20 **A. No.**
21 Q. Did any tenant ever provide any mail for the
22 Kramers relating to the Autumn Glen property?
23 **A. There was notices posted on the house, not**
24 **mail.**
25 Q. Even outside of the

1 declaration, did a tenant ever provide any mail?
2 **A. Mail, no.**
3 Q. But you said a tenant did provide documents
4 which had been posted on the door of –
5 **A. Correct.**
6 Q. And when was that?
7 **A. Beginning in October of 2017.**
8 Q. And who provided that?
9 **A. The tenant notified me.**
10 Q. Was that Mr. Starling?
11 **A. Yes, I'm sorry.**
12 Q. And how did Mr. Starling notify you of that
13 document?
14 **A. He initially sent me an e-mail stating they**
15 **had received documents on the door, and he sent me**
16 **copies. And he continued bringing me copies of these**
17 **documents, because they were posted several times.**
18 Q. And he brought those in person?
19 **A. Yes.**
20 Q. How many times would you say he brought
21 those in person?
22 **A. Two or three.**
23 Q. Do you remember the dates those documents
24 would have been provided in person?
25 **A. Not off the top of my head.**

1 Q. Would it have been 2017, 2018?
2 **A. Starting in October of 2017.**
3 Q. Did it continue into 2018?
4 **A. Yes.**
5 Q. When you received those documents from
6 Mr. Starling, what did you do with them?
7 **A. I notified Lee Anne and I notified Audrey.**
8 Q. I'll mark this as Exhibit 3.
9 (Exhibit 3 was marked for identification.)
10 BY MR. VAN PATTEN:
11 Q. Is this a document entitled Notice of
12 Default and Election to Sell under Deed of Trust
13 Important Notice bearing a recording stamp in the
14 upper right-hand corner with a document number 571145?
15 **A. Yes.**
16 Q. All right. I'm going to call this document
17 the notice of default going forward.
18 **A. Okay.**
19 Q. Have you seen this document before?
20 **A. Yes.**
21 Q. When?
22 **A. October of 2017.**
23 Q. Is this the document provided by
24 Mr. Starling?
25 **A. Yes.**

1 Q. Did you provide a copy of the notice of
2 default to anybody?
3 **A. To Audrey and possibly Lee Anne.**
4 Q. When did you provide that copy?
5 **A. The day I received it, October 2017.**
6 Q. How did you provide it?
7 **A. By e-mail.**
8 Q. With the exception of e-mail, did you have
9 any other form of communication about the notice of
10 default with the Kramers?
11 **A. By phone.**
12 Q. And when was that?
13 **A. The same time frame, October 2017.**
14 Q. And what did you discuss?
15 **A. Just to confirm that she had received it and**
16 **her explaining that it wasn't real, because the**
17 **tenants were freaking out. They were concerned they**
18 **would have to move.**
19 Q. When you discussed the notice of default
20 with the tenants, what did you tell them?
21 **A. I told them that I would forward all the**
22 **information to the owner and let them know what the**
23 **owner had to say, and then told them that the owner**
24 **said that the home was not in foreclosure, they had**
25 **not received any notices. So they were not to be**

1 concerned.
2 Q. Did the Kramers give you any directions
3 about how to handle the notice of default?
4 A. Nothing further, no.
5 Q. When you spoke with Ms. Chaffin about the
6 notice of default, what did you have guys discuss?
7 A. I just let her know that we had received
8 this from the tenant and that I would be forwarding it
9 to the owner.
10 Q. And what did she say?
11 A. That that was fine. We didn't really
12 discuss it.
13 Q. Did you advise the Kramers to take any
14 action?
15 A. No.
16 Q. Did you advise the tenant to take any action?
17 A. No, except to not worry about it.
18 Q. We will mark this as Exhibit 4.
19 (Exhibit 4 was marked for identification.)
20 BY MR. VAN PATTEN:
21 Q. This document appears to be an e-mail chain.
22 The top e-mail is from Audrey Kramer with a date
23 October 16, 2017, at 2:01 and 49 seconds. Is this
24 what you're looking at?
25 A. Yes.

1 Q. Have you seen this document before?
2 A. Yes.
3 Q. When?
4 A. The day it was sent, October 24th, 2017.
5 Q. Do you remember this e-mail?
6 A. Yes.
7 Q. Mark this as Exhibit 6.
8 (Exhibit 6 was marked for identification.)
9 BY MR. VAN PATTEN:
10 Q. Is this a document entitled Notice of
11 Trustee's Sale with a recording stamp with document
12 number 479380 [sic] in the upper right-hand corner?
13 A. 579380?
14 Q. Yes.
15 A. Okay, yes.
16 Q. I'm going to call this the notice of sale
17 going forward.
18 A. Okay.
19 Q. Have you seen this document before?
20 A. Yes.
21 Q. When?
22 A. This would have been posted on the house on
23 the date when the tenant brought it to me. So shortly
24 thereafter the day it was posted.
25 Q. And which tenant would have brought this?

1 Q. Have you seen this document before?
2 A. Well, yes, because I wrote part of it.
3 Q. And when did you see that?
4 A. October 16th, 2017.
5 Q. What does this document appear to be?
6 A. It was when I notified her of the notice of
7 default on the home, and the documents were attached.
8 Q. The documents that are attached, which
9 documents are you referring?
10 A. The Notice of Default, this one that you --
11 Exhibit 3.
12 Q. Okay. Do you have any reason to believe you
13 did not send the October 16th, 2017 e-mail?
14 A. No.
15 Q. Do you have any reason to believe you did
16 not receive the response from Ms. Kramer that same
17 day?
18 A. No.
19 Q. This as Exhibit 5.
20 (Exhibit 5 was marked for identification.)
21 BY MR. VAN PATTEN:
22 Q. Is this a document appearing to be an e-mail
23 from Audrey Kramer with the date October 24th, 2017,
24 and a time stamp of 2:14 and 18 seconds?
25 A. Yes.

1 A. This is Daniel Starling.
2 Q. Did Mr. Starling say where he found the
3 notice?
4 A. That it was posted on the house.
5 Q. When you received the notice of sale what
6 did you do?
7 A. I would have contacted Audrey Kramer.
8 Q. When would you have done that?
9 A. Immediately upon receiving the document.
10 Q. How would you have contacted her?
11 A. By e-mail.
12 Q. Would you have communicated with Ms. Kramer
13 about the notice of sale via any other method beyond
14 e-mail?
15 A. Phone call.
16 Q. And when did you make a phone call?
17 A. I don't know. Around that same time.
18 Q. But you did make a phone call?
19 A. I don't know. If there was any other
20 communication, it would have been a phone call.
21 Q. As part of your e-mail, would you have
22 provided a copy of the notice of sale?
23 A. Yes.
24 Q. Did you communicate with anyone besides the
25 Kramers about the notice of sale?

A. Just Lee Anne.
Q. And what did you guys discuss?
A. Just the same as before; that we received this and that I was sending it to the owner.
Q. Did the Kramers ever discuss the notice of sale with you?
A. Only that it wasn't a legal sale, that the house was not legally foreclosed on.
Q. Did they advise you to take any action in response to the notice of sale?
A. No.
Q. Did you advise the Kramers to take any action?
A. No.
Q. Did you advise the tenants to take any action?
A. No.
Q. Mark this as Exhibit 7.
(Exhibit 7 was marked for identification.)
BY MR. VAN PATTEN:
Q. Is this a document with a title Trustee's Deed Upon Sale, in the upper right-hand corner a recording mark of document number 581625?
A. Yes.
Q. I'm going to call this the trustee's deed

going forward. Have you seen the trustee's deed before?
A. Yes.
Q. When?
A. June of 2018.
Q. Were you provided a copy of the document?
A. I was provided a copy of it from Breckenridge when they called and said the property had been sold.
Q. Did you receive a copy from any tenant?
A. No. I don't believe so.
Q. When you received the trustee's deed, what did you do?
A. Again I contacted Audrey and Lee Anne and sent them copies.
Q. And when would you have done that?
A. The same time, June of 2018 right after I received it.
Q. Would you have communicated with the Kramers via any other method besides e-mail?
A. Possibly by phone. I don't believe so.
Q. What did you discuss with the Kramers about the trustee's deed?
A. Just that we had received this.
Q. And what did they say?

A. Again, that it wasn't a legal sale.
Q. When you spoke to Ms. Chaffin about it, what did you guys discuss?
A. I told her that we had received it and that I would send it to Audrey, and at that time we had to consider that this was legal and the tenant was going to have to move.
Q. What did you advise the tenants with regard to the trustee's deed?
A. That it appeared to be legal and that we could no longer be a party to it, as we would no longer be managing it, so that we would release them from their lease and release their deposit.
Q. And what did the tenants do in response?
A. Moved.
Q. Did the Kramers provide any direction to you with regard to the trustee's deed?
A. No, not that I remember.
Q. Did you provide any recommendation to the Kramers regarding the trustee's deed?
A. No.
Q. Have you ever communicated with regard to the Autumn Glen property with NDSC?
A. Well, I don't know. I have communicated with several people claiming they were the new owners,

but I don't believe any of them were specifically with that company.
Q. And again, NDSC is the National Default Servicing Corporation.
A. Right.
Q. They were the foreclosure trustee on behalf of the beneficiary.
A. Okay. So, no, I don't believe so.
Q. Is your testimony this morning complete and accurate?
A. Yes.
Q. Is there anything else with regard to my questioning that you would like to add?
A. No.
MR. VAN PATTEN: Does anyone else have any questions?
MR. SCHRIEVER: Yeah, I have a couple.
EXAMINATION
BY MR. SCHRIEVER:
Q. My name is Matt Schriever. I represent Breckenridge Property Fund in this matter.
When Daniel Starling lived at the property, you say he lived there with a fiancee, Maria; is that correct?
A. Yes.

Q. Were there any other children that lived there that you're aware of?
A. No.
Q. No children at all?
A. No children.
Q. Even part time, perhaps on the weekend or anything like that?
A. That I wouldn't know.
Q. And then as far as the e-mails that deleted, did you go in and manually delete those or do those automatically delete after a certain period of time?
A. I would have deleted them.
Q. So you went in on your own and deleted them?
A. Yes.
Q. Okay. Does Chaffin Real Estate, do they have any sort of policy to instruct an owner of a property to contact the post office and have their mail forwarded to a correct address?
A. No. We don't have a policy of that, no.
Q. Do you recommend that to homeowners?
A. No.
Q. Landlords?
A. No.
Q. So you would not have recommended or advised the Kramers to do that in this instance?

A. No, because there were a tenant in the home when we acquired it. It wasn't a new property to us.
Q. If it was a new property would you have advised a homeowner to do that?
A. No, not necessarily.
Q. Okay. These notices that the tenant provided to you, the notice of default, the notice of sale, did he physically hand you a copy? Did he e-mail you a copy? How did he provide those to you?
A. Both. Some were brought to the office hand delivered and some he had e-mailed.
Q. Do you recall which was which way?
A. No.
Q. You said something about the notice of default, the document wasn't real. That wasn't your words, those were the words of Ms. Kramer --
A. Correct. That it was an error, that it wasn't a -- it wasn't real.
Q. And you provided e-mails -- or we have e-mails regarding the notice of default in October of 2017, but your e-mail correspondence regarding the notice of sale, that would have been part of those e-mails that were deleted?
A. No, there's -- I have e-mails from about May of 2018. And they're in the packet of all the e-mails

that went back and forth.
Q. And those were provided in response to the document request?
A. Yes.
Q. And I haven't seen those yet, so I'll look at those later. But those e-mails reference the notice of sale correspondence that you provided to Ms. Kramer; is that correct?
A. I believe they do.
Q. Okay. Did you do any sort of investigation or look into the validity of the foreclosure prior to actually receiving the Trustee's Deed Upon Sale?
A. No.
MR. SCHRIEVER: Okay. I don't have anything else.
EXAMINATION
BY MS. KRAMER:
Q. I do have a question for you. Have I ever or my husband ever asked you to be an authorized agent on our behalf to receive mail on our behalf?
A. No.
Q. You willingly agreed to sign the declaration and you stated to me and also in the declaration that there were numerous people that contacted your office --

A. Yes.
Q. -- declaring that they were the new owners that purchased the property. And in particular, when Ms. McDermott called, did she ever identify herself as an agent or an employee to you?
A. I believe she said she was the owner, the new owner.
Q. And in regard to Ms. Aguilera, did she also declare herself initially as the new owner of the property?
A. She initially said she had just purchased the property, that she was the new owner, but later she said she was an asset manager for Wedgewood.
Q. Okay.
MS. KRAMER: That's all I have. Thank you.
MR. VAN PATTEN: Do you have any follow-up questions?
MR. SCHRIEVER: Yeah, really quick.
FURTHER EXAMINATION
BY MR. SCHRIEVER:
Q. Your correspondence with Alyssa McDermott, those were only by phone; is that correct?
A. Correct.
Q. And your conversations with Carmen Aguilera, were those also only by phone; is that correct?

A. Yes. One of them was -- where is my paper? One of them I asked them to send an e-mail with document of the deed.
Q. Okay.
A. It's in there. I can't find the right page.
Q. And when they said that they bought the property or they owned the property, I mean did they say that personally, were they on behalf of the business they worked at or was it kind of unclear as to how that --
A. Both times they said they had purchased the property and they were the new owner. Specific words.
Q. Okay.
MR. SCHRIEVER: I don't have anything else.
MR. VAN PATTEN: Ms. Kramer, any further questions?
MS. KRAMER: No, thank you.
MR. VAN PATTEN: I have no further questions as well. So we can conclude the deposition. Again, you'll have a chance to review and sign the deposition transcript once it's prepared.
Again, I thank you for your time.
(Whereupon the deposition concluded at 10:51 a.m.)
--oOo--

--oOo--

CERTIFICATE OF WITNESS

I hereby certify under penalty of perjury, that I have read the foregoing deposition, made the changes and corrections that I deem necessary, and approve the same as now true and correct.

DATED: At _____, _____.
(City) (State)
This ____ day of _____, 2019.

DEBORAH TAYLOR

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I, EVELYN J. STUBBS, a Certified Court Reporter in and for the County of Washoe, State of Nevada, do hereby certify:

That on Monday, the 16th day of September, 2019, at the hour of 10:00 a.m. of said day, at the Courtyard by Marriott, 1 Ballpark Lane, Reno, Nevada,
1 personally appeared DEBORAH TAYLOR, who was duly sworn
1 by me, and thereupon was deposed in the matter
1 entitled herein;
1 That said deposition was taken in stenotype
1 notes by me, a Certified Court Reporter, and
1 thereafter transcribed into typewriting as herein
1 appears;
1 That the foregoing transcript, consisting of
1 pages 1 through 38, is a full, true and correct
1 transcript of my stenotype notes of said deposition to
2 the best of my knowledge, skill and ability.
2 DATED: At Reno, Nevada, this 1st day of
2 October, 2019.
2
2
2 EVELYN J. STUBBS, CCR #356

WORD INDEX

<1>
1 1:10 3:12, 18, 20 4:3 8:3, 4 40:9, 18
10 13:22
10:00 4:2 40:8
10:51 38:23
10080 2:13
10100 2:8
12th 12:11
1548 13:20
16 1:17 3:18 26:23
16th 4:1 27:4, 13 40:7
1740 4:19 5:1
18 27:24
18-CV-00663 1:5
1989 14:12
1990 14:12
1st 40:21

<2>
2 3:14 20:9, 10
2:01 26:23
2:14 27:24
20 3:14
200 2:13
2009 13:22
2010 13:2, 5, 14
2014 15:14 16:12 17:14
2016 1:10 2:10
2017 3:18, 20 16:24 23:7 24:1, 2, 22 25:5, 13 26:23 27:4, 13, 23 28:4 35:21
2018 15:22, 25 16:22 17:11 18:12 19:7, 12, 13 21:11 24:1, 3 31:5, 17 35:25
2019 1:17 4:2 39:10 40:8, 22
220 2:8
24 3:14, 20
24th 27:23 28:4
258-8200 2:9
26 3:16
27 3:18
28 3:20

<3>
3 3:14 21:24 24:8, 9 27:11
30 3:23
33 3:5
356 1:25 40:25
36 3:6
37 3:5
38 40:18
385-2500 2:14

<4>
4 3:4, 13, 16 26:18, 19
479380 28:12
49 26:23

<5>
5 3:18 27:19, 20
50 1:10
571145 24:14
579380 28:13
581625 30:23

<6>
6 3:20 28:7, 8

<7>
7 3:23 30:18, 19
702 2:9, 14

<8>
8 3:12
89135 2:9
89145 2:14
89408 13:20, 24

<9>
90 12:20
95 12:13
96 12:13

<A>
a.m 4:2 38:23 40:8
ability 40:20
access 19:21
account 19:22
accurate 8:1 22:3 33:10
Ace 2:8 4:17
acquired 15:2 16:11 35:2
action 26:14, 16 30:9, 13, 16
acuity 7:20
add 33:13
address 6:21 13:19 18:3, 5 34:18
advertise 15:6
advise 26:13, 16 30:9, 12, 15 32:8
advised 34:24 35:4
affidavit 21:8, 13, 16
agency 16:13
agent 13:7 36:19 37:5
agreed 36:22
agreement 10:21 17:1
Aguilera 37:8, 24
ahead 6:18
aid 13:18
alcohol 7:15
allow 5:25
Alta 2:13
ALYSSA 1:8 37:21
Amended 3:12 8:8
amounts 6:14
Ann 11:25 12:1
Anne 2:17 9:20 24:7 25:3 30:1 31:14
answer 5:12 6:1, 2, 19, 20 11:5
answered 5:14
answers 5:17
anybody 11:11 25:2
appear 27:5
APPEARANCES 2:1
appeared 4:5 32:10 40:10
Appearing 2:4 27:22
appears 26:21 40:16
application 18:2
appropriately 5:14
approve 39:8
approximately 18:12
approximating 6:14
areas 8:17, 21
asked 6:6, 9 11:4 18:20 21:8 36:19 38:2
asking 10:9, 14 18:23
asset 37:13
assume 5:13
attached 27:7, 8
attempts 19:17
attorney 4:18 9:15
Attorneys 2:7, 12
AUDREY 1:5 2:3 3:16, 18 9:25 21:7 24:7 25:3 26:22 27:23 29:7 31:14 32:5
authorized 36:19
automatically 34:11
Autumn 4:20, 25 5:1 10:19 11:18 14:24 15:13, 16, 20 16:6, 19 17:5, 20, 25 19:15, 23 20:3 22:22 32:23
avp@tblaw.com 2:10
aware 34:2

<B>
back 18:25 36:1
background 11:19 15:7
Baker 12:1
Ballpark 4:3 40:9
bank 14:1
basically 9:24
basis 15:3
batch 20:3
bearing 24:13
beginning 17:14 23:7
behalf 33:6 36:20 38:8

believe 6:25 10:20, 24, 25 12:20 16:22 19:23 20:2 21:7, 17 27:12, 15 31:11, 21 33:1, 8 36:9 37:6
beneficiary 33:7
best 40:20
beyond 29:13
big 6:6, 8, 9
bit 9:25
BOSCO 2:7
boss 9:20
bottom 20:15 21:23
bought 38:6
Boulevard 2:8
break 7:6, 7, 8, 9
BRECKENRIDGE 1:9 2:10 31:8 33:21
brevity 4:22
bringing 23:16
brought 23:18, 20 28:23, 25 35:10
business 38:9

< C >
call 17:22 24:16 28:16 29:15, 16, 18, 20 30:25
called 4:8 21:17 31:8 37:4
Canary 13:24 14:2
Carmen 37:24
Case 1:5 10:17
cause 7:19
CCR 1:25 40:25
certain 10:13 34:11
CERTIFICATE 39:3
certificate/license 13:3
Certified 40:4, 14
certify 39:5 40:6
Chaffin 2:17 10:6 11:1, 10 13:9, 11, 12, 13 14:23 15:20 16:10, 12, 15 17:4 18:3 20:6 26:5 32:2 34:15
chaffinrealestate.com 18:6
chain 26:21
chance 38:20
changes 39:7
characterize 17:15
Charleston 2:8
check 15:7
children 34:1, 4, 5
Circle 13:24 14:2
City 39:10
claiming 32:25
clarify 5:12
class 12:21
classes 12:14
collect 15:4
collecting 15:10
college 12:14
comes 6:20 7:2
communicate 9:25 29:24
communicated 29:12 31:19 32:22, 24
communication 9:22, 24 25:9 29:20
company 33:2
complete 5:25 6:1 33:9
completed 12:10 18:2
component 16:16
concerned 25:17 26:1
conclude 38:19
concluded 38:23
conducting 22:8
confirm 10:4 25:15
consider 32:6
consisting 40:17
contact 17:12, 24 21:16 34:17
contacted 21:15 29:7, 10 31:14 36:24
context 15:19 17:13
continual 12:22
continue 15:10 24:3
continued 23:16
contract 16:14
conversation 10:8
conversations 37:24
convicted 14:21
copies 23:16 31:15
copy 25:1, 4 29:22 31:6, 7, 10 35:8, 9
corner 24:14 28:12 30:22
CORPORATION 1:8 2:6 4:18, 24 33:4
Correct 6:11 11:1 16:17 18:9, 12, 13 23:5 33:24 34:18 35:17 36:8 37:22, 23, 25 39:8 40:18
corrections 6:25 39:7
correspondence 35:21 36:7 37:21
COUNTY 1:2 13:16, 17 40:2, 5
couple 33:17
COURT 1:1 5:8 13:20 17:11 40:4, 14
Courtyard 4:3 40:9
cover 20:23
criminal 14:21
current 13:6, 19
currently 13:8

< D >
Daniel 16:3, 20 17:24 29:1 33:22
date 15:15 26:22 27:23 28:23
dated 21:11 39:10 40:21
dates 6:14 19:8 23:23
day 4:2, 3 8:14 25:5 27:17 28:4, 24 39:10 40:7, 8, 21
dealt 16:18
Debi 3:18, 20 18:6
D-E-B-I 18:6
DEBORAH 1:16 3:2, 12, 14 4:5, 7, 16 8:9 11:25 12:1 20:15 39:14 40:10
D-E-B-O-R-A-H 4:16
Declaration 3:14 20:15 22:9 23:1 36:22, 23
declare 37:9
declaring 37:2
Deed 3:16, 23 24:12 30:22, 25 31:1, 12, 23 32:9, 17, 20 36:12 38:3
deem 39:7
DEFAULT 1:8 2:6 3:14 4:18, 24 24:12, 17 25:2, 10, 19 26:3, 6 27:7, 10 33:3 35:7, 15, 20
Defendant 2:6, 10 14:18
Defendants 1:11 4:8
delete 34:10, 11
deleted 18:17, 19 19:1, 3, 5, 8, 15, 20, 25 20:3, 4 34:9, 12, 13 35:23
deletion 20:7
delivered 35:11
deposed 5:4 40:11
deposit 32:13
DEPOSITION 1:16 3:12 4:21 5:7 6:24 7:13 8:9, 23 9:1, 16, 19 11:11, 15 38:19, 20, 23 39:6 40:13, 19
Dept 1:6
DERMOTT 1:9
details 14:14
Dieterich 11:25
difference 6:4
directed 6:19
direction 32:16
directions 26:2
discovered 18:18
discrepancy 7:3
discuss 4:19 10:11 11:11 25:14 26:6,

12 30:2, 5 31:22 32:3
discussed 11:8 25:19
discussion 11:14
discussions 17:19
DISTRICT 1:1 13:16
document 8:6 10:10 16:25 20:12, 14, 19, 24 21:3, 4, 6 22:1, 6, 16, 19 23:13 24:11, 14, 16, 19, 23 26:21 27:1, 5, 22 28:1, 10, 11, 19 29:9 30:21, 23 31:6 35:15 36:3 38:3
documents 9:1, 3, 5, 7 10:13, 15, 16, 18, 22 11:8, 9 18:8 21:12 22:9, 13 23:3, 15, 17, 23 24:5 27:7, 8, 9
doing 13:17
door 23:4, 15
Drive 2:13
duly 4:9 40:10
duties 14:23 15:1, 19 17:4

<E>
earlier 10:25
easier 5:21
education 12:19, 23 13:18
educational 12:4
effectively 20:23
effects 7:23
either 14:18
Election 3:14 24:12
E-mail 3:16, 18 10:9, 14 11:5, 7 18:3, 5, 20, 21, 23 19:14, 21 23:14 25:7, 8 26:21, 22 27:13, 22 28:5 29:11, 14, 21 31:20 35:9, 21 38:2
e-mailed 11:4 35:11
e-mails 9:23 17:14 18:8, 11, 18, 25 19:1, 3, 9, 18, 20, 23, 24 20:2, 4, 7 34:9 35:19, 20, 23, 24, 25 36:6
employee 37:5
enter 15:8
entirety 9:7
entitled 24:11 28:10 40:12
error 35:17
Esq 2:8, 13
estate 12:17, 18 13:7, 9, 11, 12 16:12 34:15
estimate 6:5, 6, 13 19:4
estimating 6:14
estimation 6:8
EVELYN 1:25 4:4 40:4, 25
exact 15:14
EXAMINATION 3:3 4:12 33:18 36:16 37:19
examined 4:10
example 6:5
exception 20:22 25:8
exchange 22:15, 18
executed 22:12
executing 22:16, 19
Exhibit 8:3, 4 20:9, 10 24:8, 9 26:18, 19 27:11, 19, 20 28:7, 8 30:18, 19
EXHIBITS 3:6
explaining 25:16

<F>
Face 17:9, 10
fall 19:9
far 7:10 34:9
fax 9:24
feel 6:25 7:22
felt 9:2
Fernley 4:20 13:20, 24
fiancee 33:23
file 9:8
files 9:12, 13
find 38:5
fine 6:13, 18 26:11
finish 7:9
first 4:9 15:12 16:23, 24 17:8 20:18, 22 21:1 22:11, 12
follows 4:10
follow-up 37:16
foreclosed 14:7 30:8
foreclosure 25:24 33:6 36:11
foregoing 39:6 40:17
forgetfulness 7:20
form 25:9
forms 9:22
forth 36:1
forward 24:17 25:21 28:17 31:1
forwarded 34:18
forwarding 26:8
found 18:24 29:2
frame 19:10, 11 25:13
freaking 25:17
friends 17:22
full 40:18
fully 14:10
FUND 1:9 2:10 33:21
further 26:4 37:19 38:15, 18

<G>
GED 12:8, 12
general 11:13, 19
generally 7:6
girlfriend 16:7
give 11:15 15:14 19:4 26:2
given 11:16
giving 8:1
Glen 4:20, 25 5:1 10:19 11:18 14:24 15:13, 16, 21 16:6, 19 17:5, 20, 25 19:15, 24 20:3 22:22 32:23
go 6:18 34:10
going 5:13 6:12 8:3 11:18 24:16, 17 28:16, 17 30:25 31:1 32:6
grade 12:9, 11
graduate 12:7
guess 6:5, 10, 12
guys 10:11 11:3 26:6 30:2 32:3

<H>
hand 35:8, 10
handle 26:3
happened 14:13
head 5:17 23:25
hear 13:10
high 12:5, 7
highest 12:9
history 12:5, 6
home 12:21 25:24 27:7 35:1
homeowner 35:4
homeowners 34:20
honestly 21:7
hour 4:2 40:8
hours 12:20
house 22:23 28:22 29:4 30:8
husband 11:12 36:19
HUTCHISON 2:12

<I>
identification 8:4 20:10 24:9 26:19 27:20 28:8 30:19
identify 37:4
Immediately 29:9
Important 24:13
inaccurately 7:1
include 9:23
included 18:8 19:24
including 21:8
INCLUSIVE 1:10
INDEX 3:6
influence 7:14

information 21:9, 19 25:22
informed 6:8
initially 4:22 23:14 37:9, 11
inquiry 8:17
instance 34:25
instruct 34:16
instructed 11:8
interest 16:15
investigation 36:10
involved 14:14 15:12, 16
involvement 14:24 15:20
involving 19:23 20:2

<J>
JUDICIAL 1:1
June 31:5, 17

<K>
kind 38:9
knew 21:22
know 5:11 6:13 14:9, 12 19:2, 8, 16 20:21 25:22 26:7 29:17, 19 32:24 34:8
knowledge 40:20
known 11:21
KRAMER 1:5 2:3 3:6, 16, 18 11:10 26:22 27:16, 23 29:7, 12 35:16 36:8, 17 37:15 38:15, 17
Kramers 17:5, 8, 16, 19 22:22 25:10 26:2, 13 29:25 30:5, 12 31:19, 22 32:16, 20 34:25

<L>
Landlords 34:22
Lane 4:4 40:9
Las 2:9, 14
Law 2:7, 12
lawsuit 14:17 15:18 21:22
lease 10:21 15:9 17:1 18:2 32:13
Lee 2:17 9:20 24:7 25:3 30:1 31:14
left 14:12
legal 30:7 32:1, 6, 10
legally 30:8
lender 14:15
LEO 1:5 2:3
license 12:24
list 9:2
little 9:25
live 13:23
lived 13:21 33:22, 23 34:1
living 16:5
LLC 1:10 2:10
long 13:13, 21
longer 32:11, 12
look 11:4 18:21, 24 36:5, 11
looked 22:13
looking 26:24
loss 7:20
LYON 1:2 13:16, 17

<M>
mail 9:24 22:21, 24 23:1, 2 34:18 36:20
maintenance 15:4, 10
management 10:20 13:2 16:13, 16
manager 13:7 37:13
managing 32:12
manually 34:10
March 16:24
Maria 13:20 16:7, 8 33:23
mark 8:3 20:9 24:8 26:18 28:7 30:18, 23
MARKED 3:11 8:4 20:10 24:9 26:19 27:20 28:8 30:19
Marriott 4:3 40:9
Matt 33:20
matter 33:21 40:11
Matthew 2:13
MC 1:8
McDermott 37:4, 21
mean 12:6 19:12 38:7
meaning 9:22
medications 7:15, 16, 17, 19
meet 17:8
Mendoza 16:8
mental 7:20
messages 9:23
method 9:24 29:13 31:20
mid 15:14
middle 7:8
missing 10:10, 14 18:21, 22
MONDAY 1:17 4:1 40:7
morning 33:9
mother-in-law 14:13
move 16:23, 24 25:18 32:7
moved 15:9, 23 17:25 32:15
mschriever@hutchlegal.com 2:15

<N>
name 4:15, 17 11:21 14:10 33:20
names 11:22
narcotic 7:18
NATIONAL 1:8 2:6 4:18, 24 33:3
NDSC 4:23 32:23 33:3
NDSC000022-NDSC000028 3:16
NDSC000032-NDSC000034 3:22
NDSC000035-NDSC000038 3:23
necessarily 35:5
necessary 6:25 39:7
need 5:18 7:6 10:5
NEVADA 1:2, 18 2:9, 14 4:4 13:20, 24 40:1, 6, 9, 21
never 11:16
new 6:2 15:9 32:25 35:2, 3 37:2, 7, 9, 12 38:12
non-prescription 7:15
non-verbal 5:17
normal 17:18
notes 40:14, 19
Notice 3:12, 14, 20 4:1 8:8, 11 24:11, 13, 17 25:1, 9, 19 26:3, 6 27:6, 10 28:10, 16 29:3, 5, 13, 22, 25 30:5, 10 35:7, 14, 20, 22 36:7
notices 22:23 25:25 35:6
notified 23:9 24:7 27:6
notify 23:12
nuh-uh 5:18
NUMBER 3:11 24:14 28:12 30:23
numerous 36:24

<O>
o0o 39:1
oath 5:6
object 6:17
occupation 13:6
occupied 15:3
October 3:18, 20 19:12 21:11 23:7 24:2, 22 25:5, 13 26:23 27:4, 13, 23 28:4 35:20 40:22
October/November 19:7, 13
offense 14:21
offenses 14:20
office 6:9 34:17 35:10 36:25
Okay 5:3 6:3, 16, 22 7:5, 19 9:15 10:2 11:20 12:9, 12 13:6 24:18 27:12 28:15, 18

33:8 34:15 35:6 36:10, 14 37:14 38:4, 13
once 38:21
online 9:13
oOo 1:3 38:24
opportunity 6:23 10:6
outlined 18:23
outside 22:25
owned 14:4 38:7
owner 25:22, 23 26:9 30:4 34:16 37:6, 7, 9, 12 38:12
owners 17:6 32:25 37:2

<P>
P.A 2:7
packet 35:25
PAGE 3:3, 18, 20 20:23 21:23 38:5
pages 3:13, 14 8:17 20:23 21:1 40:18
paper 38:1
part 14:1, 23 20:20 27:2 29:21 34:6 35:22
particular 37:3
parties 16:5
party 14:17 32:11
Patten 2:8 3:4 4:13, 17 8:5 20:9, 11 24:10 26:20 27:21 28:9 30:20 33:15 37:16 38:15, 18
penalty 39:5
people 32:25 36:24
period 19:14 34:11
perjury 39:5
person 23:18, 21, 24
Persona 2:4
personal 17:19
personally 4:5 7:13 38:8 40:10
pertaining 10:16, 18 21:19
phone 21:17 25:11 29:15, 16, 18, 20 31:21 37:22, 25
physical 9:12
physically 35:8
plaintiff 14:18
Plaintiffs 1:6 2:3
pleasantries 17:18
please 4:14 5:11
point 6:21 7:3 10:6
policy 20:6 34:16, 19
possibly 25:3 31:21
post 34:17
posted 22:23 23:4, 17 28:22, 24 29:4
preceding 18:1
prepare 8:23, 25 15:6 21:4
prepared 21:3, 6 38:21
prescription 7:15, 17
PRESENT 2:15
presently 7:14
pretty 6:8
prevent 7:25
Previously 16:10 17:1
print 9:14
prior 10:21 11:8 13:15 36:11
Probably 19:7
produced 18:1
Professional 17:17
program 15:8
promised 22:18
Proper 2:4
PROPERTY 1:9 2:10 4:19, 25 5:2 9:10 10:19 11:18 13:2, 7 14:4, 7, 13, 24 15:2, 11, 13, 17 16:6, 11, 13, 14, 15, 16, 19, 21 17:5, 20, 25 18:25 19:24 20:3 21:20 22:22 31:8 32:23 33:21, 22 34:17 35:2, 3 37:3, 10, 12 38:7, 12
provide 6:5 10:19, 23 21:12 22:21 23:1, 3 25:1, 4, 6 32:16, 19 35:9
provided 10:20 17:1 18:7, 11 23:8, 24 24:23 29:22 31:6, 7 35:7, 19 36:2, 7
pull 9:4
purchased 16:12 37:3, 11 38:11
PURSUANT 4:1

<Q>
question 5:11, 24, 25 6:2 7:8, 9, 12 36:18
questioning 33:13
questions 6:17 7:4, 10 11:17, 19 33:16 37:17 38:16, 18
quick 37:18

<R>
range 19:8
read 39:6
Real 12:17, 18 13:7, 9, 11, 12 14:4 16:12 25:16 34:15 35:15, 18
really 9:22 26:11 37:18
reason 27:12, 15
recall 35:12
receive 22:15 27:16 31:10 36:20
received 8:14, 15 23:15 24:5 25:5, 15, 25 26:7 29:5 30:3 31:12, 18, 24 32:4
receiving 29:9 36:12
recognize 20:23
recommend 34:20
recommendation 32:19
recommended 34:24
record 4:15 5:19 10:5
recorded 5:16, 23 7:1
recording 24:13 28:11 30:23
recovering 19:17
refer 4:23, 24 13:10
reference 36:6
referred 16:25
referring 4:23 5:1 13:11 16:2 22:10 27:9
regard 16:19 17:4 32:8, 17, 22 33:12 37:8
regarding 20:6 32:20 35:20, 21
regards 18:25
regular 9:23 15:3
relating 12:18 15:18 19:15 22:22
relationship 17:15
release 32:12, 13
remember 8:15 14:15 20:21 21:8 23:23 28:5 32:18
Reno 1:18 4:4 40:9, 21
rent 13:25 14:2, 3 15:5, 10
rental 15:8
repeat 5:12
Reported 1:25
Reporter 40:5, 14
represent 33:20
request 36:3
responded 11:7
response 17:2 18:7 27:16 30:10 32:14 36:2
review 6:23 8:11, 17 9:4 22:1, 8, 9 38:20
reviewing 9:3
revisions 22:5
right 7:23 24:16 31:17 33:5 38:5
right-hand 24:14 28:12 30:22

<S>
sake 4:22 10:4

Sale 3:20, 23 28:11, 16 29:5, 13, 22, 25 30:6, 7, 10, 22 32:1 35:8, 22 36:7, 12
saw 20:18 22:11
schedule 15:4
school 12:5, 7, 16 13:16
Schriever 2:13 3:5 33:17, 19, 20 36:14 37:18, 20 38:14
scope 22:25
seconds 26:23 27:24
see 6:7 21:1 27:3
seen 6:10 8:6 20:12 24:19 27:1 28:1, 19 31:1 36:5
Self-study 12:21
Sell 3:16 24:12
send 27:13 32:5 38:2
sending 30:4
sent 9:1 10:9 18:21 20:20 23:14, 15 28:4 31:15
SEPTEMBER 1:17 4:2 40:7
Services 13:9, 12
SERVICING 1:8 2:6 4:18, 24 33:4
shaking 5:17
shortly 28:23
sic 28:12
side 7:23
sign 36:22 38:20
signature 21:23
significant 5:7
signing 22:1
skill 40:20
sold 31:9
sorry 15:22 23:11
sort 34:16 36:10
speak 9:15, 18, 21 11:3
Special 13:18
Specific 38:12
specifically 6:19 10:16 18:22 33:1
spell 4:15
spoke 11:1 26:5 32:2
spring 15:24
springtime 15:22
ss 40:1
stamp 24:13 27:24 28:11
Starling 16:3, 6, 20, 21 17:25 23:10, 12 24:6, 24 29:1, 2 33:22
start 4:14 15:12 17:10
starting 12:5 24:2
state 4:14 39:10 40:1, 5
stated 36:23
stating 23:14
STEFFEN 2:12
stenotype 40:13, 19
stop 15:20
Street 4:20
STUBBS 1:25 4:4 40:4, 25
subject 4:25
subpoena 17:2 18:7
suffering 7:22
Suite 2:8, 13
support 21:13 22:13
Sure 10:7 14:9, 14
sworn 4:9 40:10

< T >
table 6:6, 9
take 7:7, 9, 13, 17 26:13, 16 30:9, 12, 15
taken 40:13
talk 5:24
TAYLOR 1:16 3:2, 12, 14, 18, 20 4:5, 7, 16 8:9 12:1 20:16 39:14 40:10
T-A-Y-L-O-R 4:16
tell 12:4 21:21 25:20
telling 10:12
ten 14:5
tenant 10:21 15:6, 7, 9, 23 16:2, 18 22:21 23:1, 3, 9 26:8, 16 28:23, 25 31:10 32:6 35:1, 6
tenants 25:17, 20 30:15 32:8, 14
terms 12:19 20:22
testified 4:10
testify 8:20
testifying 5:8
testimony 5:7 8:1 10:5 33:9
text 9:23
Thank 37:15 38:17, 22
thing 7:7
things 6:15
think 12:3 19:5, 10
THIRD 1:1
thought 15:24 18:22
three 8:18 20:24 21:1 23:22
Thursday 10:3
TIFFANY 2:7
time 13:5 19:10, 11 20:18 22:14 25:13 27:24 29:17 31:17 32:5 34:6, 11 38:22
times 23:17, 20 38:11
title 20:15 30:21
today 4:19, 21 8:1, 20, 24
told 10:13 25:21, 23 32:4
top 23:25 26:22
topic 10:8 11:13
trade 12:16
traffic 14:20
transcribed 5:23 40:15
transcript 6:24 38:21 40:17, 19
trial 7:2
true 39:8 40:18
Trust 3:16 24:12
trustee 33:6
Trustee's 3:20, 23 28:11 30:21, 25 31:1, 12, 23 32:9, 17, 20 36:12
truthful 8:1
try 5:12
turn 6:1
two 8:18 20:24 21:1 23:22
type 6:15 12:21
typewriting 40:15

< U >
uh-huh 5:18
Um-hum 5:15
unclear 38:9
understand 5:6, 11, 19 6:4 11:5
understood 5:13
upper 24:14 28:12 30:22

< V >
vacant 15:5
validity 36:11
Van 2:8 3:4 4:13, 17 8:5 20:9, 11 24:10 26:20 27:21 28:9 30:20 33:15 37:16 38:15, 18
Vegas 2:9, 14
vs 1:7

< W >
wait 6:1
walk 15:5
WASHOE 40:2, 5
way 35:12
Wedgewood 37:13
WEDGWOOD 1:9
weekend 34:6
weeks 18:1
Well 21:2, 22 27:2 32:24 38:19
went 17:11 18:21, 23, 25 34:13 36:1
We're 4:19, 20 5:13
West 2:8, 13
willingly 36:22
WITNESS 3:2 4:8 39:3
words 21:2 35:16

38:*12*
work *5:22*
worked 38:*9*
working 13:*8, 15*
worry 26:*17*
write 21:*19*
wrote 21:*2, 5, 9*
22:*14* 27:*2*

< Y >
Yeah 16:*12* 21:*22*
33:*17* 37:*18*
year 15:*14*
years 13:*22* 14:*5*

TRANSCRIPT OF DEPOSITION OF LEE ANN CHAFFIN

C

4428

1 THIRD JUDICIAL DISTRICT COURT

2 LYON COUNTY, NEVADA

3 --oOo--

4

5 LEO KRAMER,) Case No.: 18-CV-00663
AUDREY KRAMER,)
6) Dept. No.: I
Plaintiffs,)
7 vs.)
)
8 NATIONAL DEFAULT SERVICING)
CORPORATION, ALYSSA MC)
9 DERMOTT, WEDGWOOD, INC.,)
BRECKENRIDGE PROPERTY FUND)
10 2016 LLC, and DOES 1 THROUGH)
50 INCLUSIVE,)
11)
Defendants.)
12)

13

14

15

16 DEPOSITION OF PERSON MOST KNOWLEDGEABLE FOR CHAFFIN

17 REAL ESTATE SERVICES

18 BY AND THROUGH LEE ANN CHAFFIN

19 Monday, September 16, 2019

20 Reno, Nevada

21

22

23

24

25 Reported by: EVELYN J. STUBBS, CCR #356

APPEARANCES:

For the Plaintiffs:
LEO KRAMER and AUDREY KRAMER
Appearing In
Proper Persona

For the Defendant National Default Servicing Corporation:
TIFFANY & BOSCO, P.A.
Attorneys at Law
By: Ace C. Van Patten, Esq.
10100 West Charleston Boulevard, Suite 220
Las Vegas, Nevada 89135
(702) 258-8200
avp@tblaw.com

For the Defendant Breckenridge Property Fund 2016 LLC:
HUTCHISON & STEFFEN
Attorneys at Law
By: Matthew K. Schriever, Esq.
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
(702) 385-2500
mschriever@hutchlegal.com

ALSO PRESENT:
Deborah Taylor

INDEX

THE WITNESS: LEE ANNE CHAFFIN

EXAMINATION	PAGE
By Mr. Van Patten	4
By Mr. Schriever	37
By Ms. Kramer	42

* * *

INDEX OF EXHIBITS

NUMBER:		MARKED:
1 -	Amended Notice of Taking Deposition of the Person(s) Most Knowledgeable for Chaffin Real Estate Services (4 pages)	7
2 -	Declaration of Lee Anne Chaffin In Support of Opposition to Breckenridge Property Fund 2016 LLC's Motion to Dismiss (2 pages)	24
3 -	Notice of Default and Election to Sell Under Deed of Trust NDSC000022-NDSC000028	28
4 -	E-mail from Audrey Kramer to Debi Taylor, October 16, 2017 (1 page)	29
5 -	Notice of Trustee's Sale NDSC000032-NDSC000034	31
6 -	Trustee's Deed Upon Sale NDSC000035-NDSC000038	32

PURSUANT TO NOTICE, and on Monday, the 16th day of September, 2019, at the hour of 11:00 a.m. of said day, at the Courtyard by Marriott, 1 Ballpark Lane, Reno, Nevada, before me, Evelyn J. Stubbs, personally appeared LEE ANNE CHAFFIN.

LEE ANNE CHAFFIN,
called as a witness by the defendants herein,
Being first duly sworn,
Was examined and testified as follows:

EXAMINATION

BY MR. VAN PATTEN:

Q. Can you please state your name and spell it for the record.

A. Lee Anne Chaffin. And Lee is my first name, L-E-E, A-N-N-E is my middle name, and Chaffin is C-H-A-F-F-I-N.

Q. So I'm Ace Van Patten. I'm the attorney on behalf of National Default Servicing Corporation. We're here today to discuss the property located at 1740 Autumn Glen Street in Fernley.

I know you heard before, but I'm going to make the same clarification here. When I refer to NDSC, I'm referring to National Default Servicing Corporation. When I say the property or subject

property or Autumn Glen, what I'm referring to is the 1740 Autumn Glen Street, Fernley, Nevada property.

Have you been deposed before?

A. No.

Q. Do you understand that you're under oath and that your deposition testimony is just as significant as if you were making it in a court of law?

A. Yes.

Q. If you don't understand a question, please let me know, and I'll repeat it or try to clarify. If you do answer, we're going to assume you understood the question, that you answered it had appropriately.

A. Okay.

Q. Because this is being recorded, we can't have any nonverbal answers like shaking your head, can't have huh-huh, uh-huh types of answers. We need yes or no answers for the sake of the clarity of the record. Do you understand that?

A. Yes.

Q. And we'll have to work together on this, but because it is being recorded and a transcript will be put together, we will have to work together to make sure we don't talk over each other. So I'll ask a question, wait for your complete answer before I ask another one, and in turn I would ask that you let me

1 complete my question before you start your answer.
2 A. **Okay.**
3 Q. And I know you sat through it a second ago,
4 but do you remember when I talked about the difference
5 between an estimate and a guess?
6 A. **Yes.**
7 Q. You can estimate the size of this table,
8 you'd have to guess at what the size of my table was.
9 So as we get into it, if you have to make an estimate,
10 that's okay. Just let us know you're making an
11 estimate. We don't want you to guess.
12 Again, someone may object to one of my
13 questions. That's fine, unless you're instructed not
14 to answer, at which point we'll just address it then.
15 And then at the end you'll have the
16 opportunity to review the transcript, make any
17 corrections you feel are necessary, if you believe
18 something was inaccurately recorded. I will again
19 remind you that if you do make those corrections, I
20 could raise that if a trial becomes necessary.
21 Do you understand that?
22 A. **Yes.**
23 Q. Again, if you need a break in the middle,
24 let me know. As long as we're not in the middle of a
25 question, I'll certainly accommodate that. If you are

1 in the middle of a question, I'll need you to finish
2 it before we take a break.
3 Any questions before we start?
4 A. **No.**
5 Q. So again, I ask this question in all of my
6 depositions, so please don't take offense. Are you
7 presently taking or under the influence of any
8 prescription medications, alcoholic beverages or
9 non-prescription medication?
10 A. **I take non-prescription and prescription.**
11 Q. Do any of those medications cause side
12 effects, affecting memory?
13 A. **No.**
14 Q. Do you feel like you're suffering any side
15 effects now?
16 A. **No.**
17 Q. Is there anything else that would prevent
18 you from giving accurate and truthful testimony today?
19 A. **No.**
20 Q. I'm going to mark this as Exhibit 1.
21 (Exhibit 1 was marked for identification.)
22 BY MR. VAN PATTEN:
23 Q. Is this a document titled Amended Notice of
24 Taking Deposition of Person Most Knowledgeable for
25 Chaffin Real Estate Services?

1 A. **Yes.**
2 Q. Have you seen this document before?
3 A. **Yes.**
4 Q. When?
5 A. **I wasn't there when it was delivered. I saw**
6 **the one that was incorrect. So I believe when I**
7 **picked it up at the office, probably the next day.**
8 **Not sure.**
9 Q. If you turn to pages two, and three, there's
10 a list of examination areas and scope of inquiries.
11 A. **Um-hum.**
12 Q. Do you have a chance to review those?
13 A. **To the best of my understanding.**
14 Q. Okay. Are you here today to testify in
15 those areas?
16 A. **Yes.**
17 Q. How did you prepare for this deposition
18 today?
19 A. **Looked over e-mails and what had been**
20 **provided by others.**
21 Q. What e-mails did you look at?
22 A. **Just the ones that we provided to you, which**
23 **was what you requested.**
24 Q. So the e-mails provided in response to the
25 subpoena?

1 A. **True.**
2 Q. Approximately how much time did you spend
3 preparing?
4 A. **An hour or two, kind of going over it. And**
5 **some this morning.**
6 Q. Did you review any other documents that were
7 not provided as part of the subpoena?
8 A. **No.**
9 Q. Did you speak with an attorney about the
10 deposition?
11 A. **No.**
12 Q. Who did you speak to about the deposition?
13 A. **Debi and Mrs. Kramer and you and my husband.**
14 Q. And your conversations with Debi -- just to
15 confirm, Debi is Deborah Taylor, correct?
16 A. **Yes.**
17 Q. In your conversations with Debi, what did
18 you guys discuss about the deposition?
19 A. **Just getting together all that was requested**
20 **and making sure we both had availability. We needed**
21 **the office covered during that time, so we had the**
22 **other assistant that I have.**
23 Q. When you spoke to Ms. Kramer about it, what
24 did you guys discuss?
25 A. **Well, she hadn't received the -- what do you**

1 call this, I'm sorry. The deposition notice yet.
2 So -- and also the one I had received in the beginning
3 was incorrect, because it said attorney for the
4 plaintiff. So that's why I had called you, thinking
5 that you were her attorney. I was confused. So I
6 called you.
7 And then she hadn't received it yet. So
8 there was kind of a mixup. She was concerned that she
9 hadn't gotten it yet. And that was pretty much it.
10 Q. Did you speak to her about the amended
11 notice?
12 A. Not -- I don't recall doing that.
13 Q. And just going forward, when I say speak or
14 spoke --
15 A. I understand.
16 Q. I'm referring to --
17 A. No, I understand.
18 Q. -- communications, e-mail and fax --
19 A. I understand. There was probably a quick
20 conversation or an e-mail. I can't remember. But it
21 wasn't -- I think it was more of trying to get
22 everybody on the same schedule, so we could all try to
23 be here together.
24 Q. Before we get into discussing the Autumn
25 Glen property, I just want a little background on you

1 specifically. Have you ever been known by any other
2 names?
3 A. (Nods head.)
4 Q. And what names are those?
5 A. Lee Anne Miley, that's my maiden name. I
6 was married for a short time when I was very young.
7 Lee Anne Estes. Then remarried for quite a long
8 period of time, Lee Anne Laiji. And then Lee Anne
9 Chaffin. I've been married for the last 23 years.
10 Q. Congratulations.
11 A. Thank you.
12 Q. Can you please tell me what your educational
13 history is, just starting with high school.
14 A. High school graduate, then I went to U.C.
15 Long Beach for a short period of time. And I just
16 knew I wasn't college material, so I decided to start
17 a family, and just kind of -- couldn't figure out
18 really what I wanted to do. I'm a singer by talent.
19 I don't want to say trade, because there's no money in
20 it.
21 I just raised my kids, and then it was
22 recommended to me by my mom that I sell real estate.
23 And I started in 1987 with Century 21 and Marketplace
24 in Long Beach, California. Moved to Nevada and got my
25 real estate license here in 1994. I started with Reno

1 Realty. 1995 I was with All Star Realty. '96 I was
2 with Foley Realty in Fernley. So I had moved from
3 Reno to Fernley.
4 And then I went with Fallon Realty for quite
5 a long time. And then 2004 I was with Realty House,
6 and they highly recommended I get my broker's license,
7 and so I jumped into that. And I had my property
8 management license at that too, in 2004. And then
9 2005 I opened Chaffin Real Estate Services and been
10 open since then.
11 These are approximate, because I can't -- I
12 didn't bring my licenses with me or anything.
13 Q. And so you currently are working at Chaffin.
14 And when I say Chaffin, I mean Chaffin Real Estate
15 Services.
16 A. Yes, it's Chaffin (pronouncing).
17 Q. What capacity are you at Chaffin?
18 A. I'm a broker, I own it, and I'm a property
19 manager.
20 Q. And what is your current address?
21 A. 200 -- you mean at the office?
22 Q. Let's start with the office.
23 A. 200 East Main Street, Suite No. 102, in
24 Fernley.
25 Q. And your home address?

1 A. 1600 Corleone Drive, Sparks, Nevada, 89434,
2 if you need the ZIP Code.
3 Q. And do you rent or own your home?
4 A. Own.
5 Q. And how long have you lived there?
6 A. In June, it was three years.
7 Q. Where did you live prior to that?
8 A. 794 Canary Circle, Fernley, Nevada. That
9 was maybe seven to ten years, roughly.
10 Q. Were you Ms. Taylor's neighbor at that time?
11 A. Yeah. We went to church together. And then
12 I had breast cancer, and she was kind enough to walk
13 me slowly around the loop, so I could get some
14 exercise during the chemo and radiation treatment.
15 Q. And did you own the Canary Circle property?
16 A. Yes.
17 Q. Did you own any other real property during
18 the last ten years?
19 A. Yes.
20 Q. What properties?
21 A. You want a list.
22 Q. How many are there?
23 A. Well, I have eight rental properties.
24 Q. Are they all in Nevada?
25 A. Yes. But we've bought and sold some things

too.
Q. Have any of the properties that you owned, with regards to those properties, have you experienced foreclosure?
A. No.
Q. Have you ever been a party to any lawsuit either as a plaintiff or defendant?
A. Yes.
Q. What kind of case?
A. First one was between to sisters that were mad at each other. And it was regarding their lease-option with each other.
Q. And when was that?
A. 1997.
Q. And what was your involvement?
A. I was the real estate broker and agent and friend of both of them, which is stupid. Just letting you know.
Q. Did you end up testifying?
A. Yes.
Q. Were you just a witness or were you a named --
A. I was named, but I won.
Q. As a defendant?
A. I guess so, yeah. Yes.

I would have prepared for that if I would have known you were going to ask that.
Q. Just general information is fine.
You said that was the first one. Were there others?
A. Yeah. There was a couple of owners that were upset that their tenants trashed their house, two, different ones. Susie Cooper -- and who was the other one. I feel like there was another one, but I don't remember their name.
Q. Did you end up testifying in those?
A. Yes.
Q. In both?
A. Yes. And won both.
Q. Any others?
A. I think there was one where I testified against an owner, like the girl didn't get her deposit back. So she named Chaffin Real Estate and the owner. And I just delivered the information and spoke to the carpet and things like that. And the judge ruled partially in her favor, due to the fact that the carpet was older. So it was kind of a security deposit disposition.
Q. Any others?
A. Not that I know of. Not that I can recall.

Q. Aside from traffic offenses, have you ever been convicted of any criminal offense?
A. Nope.
Q. So I believe you said Chaffin was started in 2005; is that correct?
A. Roughly, yeah.
Q. How many employees do you currently have?
A. I have two employees, two independent contractors, and several vendors that are independent contractors. They're not really considered employees. But we do maintenance work and inspections. So those inspectors have been independent contractors, and the people who are maintenance people are independent contractors.
So I've got a list. I mean I could -- it's probably 50 independent contractors that we deal with on a yearly basis.
Q. Besides yourself and Ms. Taylor, did any other employees, contractors or vendors otherwise work with regard to the Autumn Glen property?
A. I'm sure there were vendors, because we had maintenance requests. I could pull it up on my phone and find, you know, exactly where. In the list of things we provided you, there was repair things listed there. So it didn't state exactly the vendor on

there, unless the check was made out.
Q. So if we take out vendors, were there any other employees?
A. No. Jenna wasn't hired by that time. And Jenna is just a wonderful non-licensed assistant that kind of does go-to things for us that she's able to do being non-licensed.
Q. And what's Jenna's last name?
A. Wilson. But she never was involved with the Autumn Glen property. She was hired two years ago last Wednesday.
Q. What was your involvement with the Autumn Glen property?
A. I had purchased Larson Properties, and we acquired this property. And the owners couldn't decide to stay with their same contract or not. And they decided to stay with our company. We would, you know, manage the property. Our goal was to make sure it was inspected and the property was being cared for, rents were being collected, and then the money was being sent to the owner.
So that's the main thing that we did. We were happy to have them.
Q. When did you first meet the Kramers?
A. Today.

1 Q. Face-to-face?
2 A. Face-to-face, yes.
3 Q. Previously?
4 A. I chatted with her on the phone.
5 Q. Do you remember when you first spoke with
6 her in any capacity?
7 A. Well, my memory is -- I don't recall like
8 just picking up the phone. It might have been to
9 introduce myself at the beginning of our -- but I
10 don't recall that honestly. I'm not going to swear to
11 that. But I know that when we received the notice of
12 default and getting into where the company had said
13 they owned the property, we were having conversations
14 about what to do. And then eventually we had to let
15 them know that we couldn't manage something that she
16 didn't officially -- that we could see, officially own
17 on paper.
18 Before that it was -- you know, these
19 documents, they were delivered to the tenant, and we
20 received. She had no notice of it, so she said it's
21 not a legal foreclosure. So we're just plodding along
22 trying to make sure that we're doing everything legal.
23 Q. And when did you, I guess, terminate that
24 relationship?
25 A. I don't have that date in front of me,

1 Q. Do you have an e-mail address at Chaffin?
2 A. I have a couple I use.
3 Q. What are those e-mail addresses?
4 A. Chaffinleeanne@yahoo.com or leeanne@
5 chaffinrealestate.com. And I do have one at
6 chaffinres@gmail.com I try to use as my junk or spam.
7 Q. So Chaffin in response to our subpoena
8 provided a list of documents which included some
9 e-mails; is that correct?
10 A. Um-hum.
11 Q. And of those documents, none of them were
12 before May of 2018; is that correct?
13 A. I don't exactly know what the dates are, but
14 if that's what we provided. The ones that were
15 deleted, were not ones that I have.
16 Q. How many e-mails approximately were deleted?
17 A. I don't know. Debi mistakenly deleted
18 e-mails before that time. And we had a discussion, I
19 don't remember exactly when, but now we don't delete
20 e-mails. We try not to. If it's a mistake, it's a
21 mistake.
22 Q. So is there now an official policy?
23 A. Yes, now, but then there was not.
24 Q. When was that instituted?
25 A. I can't recall exactly. It's not written

1 honestly. We didn't really terminate the
2 relationship. We just had to tell the tenant that he
3 could no longer be in the house, because according to
4 the documents that were recorded on the Lyon County
5 website they were not the owners anymore, and we
6 couldn't collect money for them anymore.
7 Q. Was that in 2018?
8 A. I believe those were the dates, but I don't
9 have the dates in front of me.
10 Q. Okay. And when we're talking about the
11 renters, the tenants, was that Daniel Starling?
12 A. Yes.
13 Q. Did you have any communications with Daniel
14 Starling with regard to the --
15 A. No.
16 Q. Did you have any communications with Maria
17 Mendoza with regard to the Autumn Glen property?
18 A. I think she called me once, and I told her
19 to just send it in an e-mail. And she sent me an
20 e-mail stating they were the owner. That's what was
21 weird, because we couldn't figure out who the owner
22 was. But at that point, you know, if it's not -- if
23 it's transferred ownership according to the Lyon
24 County records, we had to -- we couldn't be the
25 managers anymore.

1 in -- we're a small, small office. So it's just
2 between me and her. And again if she deleted them,
3 I'm sure it was just a mistake.
4 I'm thinking it -- well, how I see Debi's
5 performance, is if it was deleted, it was probably
6 because she thought it was in another e-mail string.
7 You know what I mean? Like it was a duplicate string,
8 because I was cc'd or something.
9 That's the only thing I can think of in this
10 case, because I remember asking her not to delete
11 e-mails, you know, four years ago. So this is longer
12 than four years ago. So I don't see her being
13 malicious or at all dishonest. She's just not that
14 way.
15 Q. Was that policy put in place because of this
16 case?
17 A. No. But it was more of a conversation than
18 a policy; like, hey, don't do that.
19 Q. And only Debi's e-mails were deleted?
20 A. As far as I know. I don't delete e-mails
21 unless they're from Macy's.
22 Q. As part of the subpoena request, did you
23 also look through your own e-mails?
24 A. Yes.
25 Q. And when was it discovered that the e-mails

had been deleted?
A. I guess it was when we -- you had sent the e-mail on Thursday, and I asked her to try to find the e-mail that was regarding a statement she had made in her affidavit. She said she couldn't find it. So if she can't find it, it got deleted, because she clearly remembers those situations. At least that's what she's saying, so I believe her.
Q. Does Chaffin keep physical files for properties?
A. Not anymore. We've gone completely in the cloud, which Reno-Sparks Association of Realtors and the -- I can't even talk this morning -- the Nevada State allows us to do that.
Q. And where is it stored on the cloud?
A. We have -- it's called Instanet with Reno-Sparks Association of Realtors. And then as far as e-mails, they're on our e-mail server. But with -- AppFolio is our -- it's a system that we use for property management. So it's all in the cloud.
I don't know where the cloud is, but somewhere out there. Steve Jobs might know.
Q. All the documents that are stored electronically were included in that -- the documents you provided as part of the subpoena request?

A. As far as I know. To the best of our -- according to our e-mail server.
Q. What type of documents besides e-mails are kept on the Instanet?
A. Well, the e-mails are not, just so you know that. But it's like rental agreements, lease agreements, all the sales for owners and buyers, sellers and buyers.
Q. Is there an owner's portal?
A. Yes.
Q. What documents are provided on that portal?
A. It's their statement, monthly statement. Now it's -- the owner's portal is an at-request type of thing. They don't have to go there. We can just send them a statement monthly. Some people don't even like being on the Internet, so sometimes we have to print things off, right?
So anyways, it would be their maintenance, bills, and all the -- anything associated with that maintenance bill. Utility bills, if we pay their taxes, if we pay -- I don't think we pay anybody's payments, but we do pay water, trash, sewer, taxes at times, and maintenance, management fees, a releasing fee, things like that.
Q. Did the Kramers sign up for the portal?

A. I don't know.
Q. Do you know how documents were provided to the Kramers?
A. I'm assuming it was, you know, through the e-mail, but I don't know. I really don't know. Like I said, some people are more tech savvy than others.
Q. Is Chaffin assisting the Kramers with any other properties?
A. No.
Q. Mark this as Exhibit 2.
(Exhibit 2 was marked for identification.)
BY MR. VAN PATTEN:
Q. Have you seen this document before?
A. Yes.
Q. What is this document?
A. It's a declaration.
MS. KRAMER: It's called Affidavit.
THE WITNESS: Yes.
BY MR. VAN PATTEN:
Q. And this is a -- just to confirm that we're looking at the same document, does at the bottom of page 1 say Declaration of Lee Anne Chaffin?
A. Yes.
Q. Did you prepare this document?
A. No.

Q. Who prepared it?
A. Audrey Kramer. I provided them all the information, but -- as far as to my statements, but I did not prepare the document.
Q. How was the document provided to you?
A. By e-mail.
Q. Did they tell you why the document was necessary?
A. They were trying to get their house back from a sale that was considered to them to be fraudulent.
Q. Is that your signature at the bottom?
A. Yes.
Q. Prior to signing it, did you review this document?
A. Yes.
Q. Is this document accurate?
A. Yes.
Q. Did you ask for any revisions to be made to this document?
A. No.
Q. Did you receive anything in exchange for executing the document?
A. Hum-um.
Q. Were you promised anything in exchange for

1 executing the document?
2 A. No.
3 Q. Does Chaffin have a policy with regard to
4 the handing over of documents received by tenants?
5 A. Well, we are an agent of the owner, so
6 anything that is received by us, we have to give to
7 the owner.
8 Q. So if mail is provided by a tenant, what
9 would you do with that?
10 A. We'd mail it to them.
11 Q. Mail it to the owner?
12 A. Um-hum. But we do not receive mail for
13 owners on a normal basis. The only thing that we do
14 receive lately is because the City of Fernley has
15 these horrible laws where if you don't pay your
16 utilities, they will put a lien against your home.
17 So we pay the trash and the water and sewer
18 for most owners that request that. But they've all
19 been noticed that this is a possibility, that the
20 liens would come if they didn't let us pay the bills,
21 because tenants are not very good at paying their own
22 utilities.
23 Q. Did you ever receive any mail for the
24 Kramers?
25 A. No. It was whatever Debi said about the

1 happens. So we try so hard to protect not only the
2 owner, ourself, but the tenant, because we don't want
3 anybody hurting. It's very difficult to find a rental
4 right now.
5 Q. Have the Kramers advised you that the
6 property was in foreclosure?
7 A. No. We let them know of the postings.
8 They'd never been served.
9 Q. Mark this as Exhibit 3.
10 (Exhibit 3 was marked for identification.)
11 BY MR. VAN PATTEN:
12 Q. Is this a document titled Notice of Default
13 and Election to Sell Under Deed of Trust Important
14 Notice, within the upper right-hand corner of the
15 document a recording stamp number 571145?
16 A. Yes.
17 Q. Have you seen this document before?
18 A. Yes.
19 Q. Was there a copy of this document in
20 Chaffin's records?
21 A. When it was delivered to us, we kept a copy
22 of it.
23 Q. And who delivered it?
24 A. I was not there. Debi said it was the
25 tenant.

1 documents. And part of that problem, too, was, you
2 know, it's so windy where we live, as you can tell, we
3 get wind. So maybe even part of the stuff that they'd
4 been meant to have received might be in Fallon. I'm
5 not kidding you. I received a plastic pool in my
6 backyard one time.
7 Q. Do you know if any tenant ever provided any
8 mail for the Kramers relating to the Autumn Glen
9 property?
10 A. No, sir.
11 Q. Did any tenant ever provide any documents
12 which had been posted on the Autumn Glen property?
13 A. The tenants that we told you about, they
14 brought those posted documents in.
15 Q. And again, those tenants are --
16 A. Starling.
17 Q. Mr. Starling and Ms. Mendoza?
18 A. Mr. Starling is who we've been dealing with,
19 yes.
20 Q. Does Chaffin have a policy on how it handles
21 properties in foreclosure?
22 A. We tell the -- we have a statement in our
23 property management, which is an addendum, it says if
24 you're in foreclosure, you've got to let us know,
25 because sometimes we don't know until a horrible event

1 Q. And by tenant, that's Mr. Starling?
2 A. Yes, sir.
3 Q. Did you communicate with Ms. Taylor about
4 the notice of default?
5 A. She communicated with me.
6 Q. What did she tell you?
7 A. That it was received. And then I told her
8 we need to let Audrey and Rico know what was going on,
9 because we didn't know anything and she didn't know
10 anything.
11 Q. Did you speak with the Kramers about it?
12 A. At that time I think it was Debi.
13 Q. Did you speak with anyone about the notice
14 of default with the exception of Ms. Taylor?
15 A. Probably my husband, but I don't know if it
16 was -- something, if it was dinner table conversation
17 at that time. I'm not sure.
18 Q. Did you provide a copy of the notice of
19 default to anybody?
20 A. No. You. That's about it. And Debi is a
21 part of me, so she provided it to the Kramers.
22 Q. I'm going mark this as Exhibit 4.
23 (Exhibit 4 was marked for identification.)
24 BY MR. VAN PATTEN:
25 Q. This is a document which appears to be two

1 e-mails dated October 16, 2017. Is that what you're
2 looking at?
3 A. Yes.
4 MS. KRAMER: Do you have copies for us?
5 MR. VAN PATTEN: They were as part of
6 Ms. Taylor's. I believe it was Exhibit 4 for hers.
7 MS. KRAMER: Okay. Thank you.
8 BY MR. VAN PATTEN:
9 Q. Have you seen this document before?
10 A. Yes.
11 Q. When?
12 A. When we were first -- you know, I'm cc'd on
13 this one. So when it first happened, and then just
14 recently reviewing things.
15 Q. Do you remember receiving that e-mail?
16 A. I recall it. I don't remember the exact
17 time and date, but it would be right -- it would have
18 been October 16th. It's a long time ago, and I'm 60,
19 so stop.
20 Q. Do you have any reason to believe Ms. Taylor
21 did not send the October 17th 2017 e-mail?
22 A. I believe her, so I have no doubt she sent
23 it.
24 Q. Do you have any reason to believe you did
25 not receive the response from Ms. Kramer that same

1 day?
2 A. I don't recall it, but that doesn't mean
3 that she --
4 Q. Is that your e-mail address?
5 A. On the 16th, yes.
6 Q. On the 16th.
7 A. Uh-huh. And to the best of my recollection,
8 just in general, Debi cc's me on most things. And
9 sometimes she forgets, because I've got her running
10 around like a chicken with her head cut off most of
11 the time.
12 (Exhibit 5 was marked for identification.)
13 BY MR. VAN PATTEN:
14 Q. Are you looking at a document entitled
15 Notice of Trustee's Sale, which is a document
16 recording number 579380 in the upper right-hand
17 corner?
18 A. Yes.
19 Q. Have you seen this document before?
20 A. Yes.
21 Q. Just also for the sake of clarity, I'm going
22 to call this document the notice of sale. When did
23 you see the notice of sale?
24 A. Shortly after it was posted, I believe.
25 Q. Is there a copy of this document in

1 Chaffin's records?
2 A. I believe so.
3 Q. Who provided this document to Chaffin?
4 A. I believe it was Daniel Starling.
5 Q. Did you have any discussions with Ms. Taylor
6 about the notice of sale?
7 A. Just to provide this for the Kramers.
8 Q. Did you discuss the notice of sale with
9 anyone besides Ms. Taylor?
10 A. Probably my husband, but I don't think so.
11 We do have things like this happen every once in a
12 while. So it's -- it's not in the situation where the
13 owner doesn't know what's going on, usually they are
14 in default.
15 Q. And at that point you would just rely upon
16 Ms. Taylor to be sort of the day-to-day point of
17 contact?
18 A. True. But she does let me know, especially
19 things like this, what's going on.
20 Q. I'll mark this as Exhibit 6.
21 (Exhibit 6 was marked for identification.)
22 BY MR. VAN PATTEN:
23 Q. Is this a document with title Trustee's Deed
24 Upon Sale with a document recording number 581625 in
25 the upper right-hand corner?

1 A. Yes.
2 Q. Have you seen this document before?
3 A. I don't exactly remember how I saw it, but I
4 think it was online.
5 Q. Do you remember when you saw it?
6 A. Somewhere in the days real close afterwards.
7 But they don't record these things quickly, you know.
8 So we kept looking and looking trying to make sure.
9 We were told by these other people that they
10 were the owners and trying to get us to give
11 information for the tenants and rental info, and we
12 can't do that. So we were trying to figure out what
13 was going on. We were as confused as confusion can
14 be. And we were having -- at least I was having the
15 title company at least just keep an eye out for any
16 recording, because we didn't want to do anything
17 illegal.
18 Q. So when you would have seen that then, it
19 would have been --
20 A. Probably recorded.
21 Q. -- June of 2018?
22 A. Probably. I mean it says June. I think it
23 took a couple weeks, maybe even longer than that.
24 Q. Would it be fair to say summer of 2018?
25 A. Um-hum.

1 Q. And going forward, I'm going to call this
2 document the trustee's deed. Do you remember how you
3 received a copy of the trustee's deed?
4 A. I don't remember exactly receiving it. I
5 think it was just seen online. And if Debi saw it,
6 she would have printed it and sent it on to Audrey.
7 But I didn't -- like nobody brought it to me. Like
8 the tenant didn't bring it to us, you know.
9 It was something that was probably given to
10 me by the title company. I just don't recall. I'm
11 not exactly sure what happened there.
12 Q. But there is a copy of the trustee's deed in
13 Chaffin's record?
14 A. I'm not sure. I think so, but I'm not sure.
15 It would have been something I saw online personally.
16 If Debi had it, I don't recall seeing it.
17 Q. Did you communicate with Ms. Taylor about
18 the trustee's deed?
19 A. Yes. We talked about getting it to Audrey
20 or telling them it's recorded. This is what we found.
21 Q. Did you speak about the trustee's deed with
22 the Kramers?
23 A. Basically that we couldn't manage the
24 property anymore, because it was no longer in their
25 name.

1 regard to the Autumn Glen property?
2 A. I don't know if I did or not. If one of
3 these women are part of NDSC, I did, but I don't know.
4 Q. So except for the --
5 A. Two people.
6 Q. Except for those people --
7 A. Right.
8 Q. -- you would not have communicated --
9 A. Well, there was one more person. I think it
10 was a Mr. Nelson, Breckenridge Property Fund. That
11 was another person. And he was now managing the
12 property or he was in-house counsel for Breckenridge
13 Property. And he stated that his company was the new
14 owner. So again, another owner.
15 We're not sure who owns it at this point.
16 We just know that there was a trustee sale.
17 Q. And who was that, just to clarify?
18 A. Mr. Nelson?
19 Q. Is that Casey Nelson?
20 A. Uh-huh. The whole thing was confusing, to
21 be honest.
22 Q. Has your testimony today been complete and
23 accurate?
24 A. To the best of my ability.
25 Q. With regard to questions I've asked on

1 Q. What did they say in response?
2 A. That they were going to fight it, because
3 it's not true. But on our end, we had to look at
4 the -- as far as -- I called the Reno-Sparks
5 Association of Realtors. They have a legal hotline.
6 I told them what was going on, and they said, "Yeah,
7 can't manage something that's not in their name."
8 Q. Besides the legal hotline and Ms. Taylor,
9 did you speak to anyone else about the trustee's deed?
10 A. No. Oh, you mean the -- well, as far as the
11 people calling us and saying they owned it, but I
12 don't know if that's specific to the trustee's deed.
13 You know, we had two phone calls; one, Alyssa
14 McDermott, and the other one -- I forgot her name,
15 Aguilera. She was -- they both said they were the
16 owners, you know, which was very misleading, because
17 later on they said they were somebody else, something
18 else. But it wasn't particular to this. They were
19 just saying they owned it. So they didn't say here's
20 your trust deed. And later on I guess Debi said they
21 sent it.
22 So that's how we received it, because Debi
23 said they sent it to her, but I don't remember them
24 sending it exactly to me.
25 Q. Did you ever speak to anyone at NDSC with

1 behalf of the NDSC, do you have anything to add?
2 A. No.
3 MR. VAN PATTEN: Does anyone else have
4 questions?
5 MR. SCHRIEVER: Just a couple real quick.
6 EXAMINATION
7 BY MR. SCHRIEVER:
8 Q. You said you've never had a property that
9 has been foreclosed, correct?
10 A. That I've owned.
11 Q. Has any been an LLC or an entity that --
12 A. There was --
13 Q. -- that you controlled?
14 A. There was a home that -- no, it wasn't
15 foreclosed on.
16 Ask that question again.
17 Q. Any home that's titled in or that was titled
18 in an LLC or corporation or any sort of business
19 entity that you have an ownership interest in, has
20 that been foreclosed on?
21 A. No.
22 Q. Have any of your properties that you have
23 personally owned or a business that you control owns
24 ever received any sort of foreclosure notices?
25 A. That I've owned or had an interest in?

Q. Correct.
A. No.
Q. In your conversations with the Kramers, was any of that correspondence or those conversations with Mr. Kramer?
A. I don't remember. Sorry.
Q. Okay. Regarding the e-mail, you mentioned that something called AppFolio. Could you just describe that a little further, what that is.
A. It's a property management software.
Q. And that's on the cloud?
A. Yes.
Q. But that does not control or have your e-mails?
A. Well, we send e-mails through there that are to tenants or owners, but my leeanne@chaffinreal estate, that sends it right to my e-mail.
So if I send an e-mail or an e-mail is sent, I always get it on my server. So it's not controlled or -- it's not a separate spot where e-mails are put. There's a record of them, but there's not a --
Q. Okay. Does your --
A. I don't lose it.
Q. Does your -- does the e-mail chaffinreal estate.com, do you have an IT company that services

that or that does your information technology, your computers?
A. Well, I did for a while. I run it now. I mean I'm managing that e-mail.
Q. Just on your own?
A. Just adding people. We don't have a big company.
Q. Are the e-mails backed up on a server anywhere?
A. I wouldn't know how to even answer that question. I'm technical to a really small point. So if they're deleted, as far as I know, they're deleted. If they're there, they're there. You know, I can search them -- all my inboxes, all my e-mail boxes I just put in, like, names like Kramer or Autumn Glen, and that's how we got the e-mails.
Q. So if you have -- if your company has network problems or say you're not able to send e-mail for a day or two or you're not getting Internet, do you have somebody that you contact that --
A. I don't have it. I've never had that problem.
Q. Okay. All right.
A. Unless there's sunspots, which I've never had any problem with that.

Q. Now the declaration from you indicates that you were contacted by Alyssa McDermott. And Debi's declaration says that she was contacted by Alyssa McDermott. Were there two different phone calls or were you guys both on the same phone with her?
A. It was two different phone calls. She called Debi first, who called me, insofar as I know. Because she called the office first, and then she gave her my phone number. And I talked to her, and I said, "From now on, please put everything in writing."
Q. All right. And then you made some comments about that the Kramers had never been served with the documents --
A. According to them.
Q. -- according -- those are all their statements --
A. Yes.
Q. -- nothing that you have any personal information about?
A. Well, I mean I didn't receive any service for them. I didn't have any permission for them to do that. And I didn't have -- the only thing that we received was from the tenant.
They live in California, so I wouldn't have known, you know, what their mail delivery was. But

they had told me that they were unaware.
Q. And then had you known the Kramers -- did you know the Kramers before your company acquired the management company?
A. No.
Q. Okay. Then one last question about the foreclosure. You seemed a little hesitant answering some of those questions. Do you have a -- does your husband have property that was foreclosed --
A. No. I mean I'm just, you know, trying to search my mind. We owned a house when I was a young kid, and then I purchased it from my parents. And it was close to us losing it, but we never went into foreclosure.
Q. Got you. That was many years --
A. We sold it before the -- that was 19 --
Q. That's a good enough estimate for me, when you start with 19.
A. Yeah, oh, God. 1980 something.
Q. Okay. I don't --
A. It's depressing, thinking about how old I am.
MR. SCHRIEVER: I don't have any other questions.
///

EXAMINATION

BY MS. KRAMER:

Q. I just have one. Just to clarify for the record: We never contracted you to be an authorized agent to receive mail on our behalf?

A. No, never.

MS. KRAMER: Thank you.

MR. VAN PATTEN: Any further questions?

MS. KRAMER: No.

MR. VAN PATTEN: All right. At this point I think we can conclude.

Again, you'll receive a copy of the transcript, once prepared, you can review and sign.

THE WITNESS: Okay.

MR. VAN PATTEN: But otherwise we appreciate your time today.

(Whereupon the deposition concluded at 11:55 a.m.)

--o0o--

--o0o--

CERTIFICATE OF WITNESS

I hereby certify under penalty of perjury, that I have read the foregoing deposition, made the changes and corrections that I deem necessary, and approve the same as now true and correct.

DATED: At _____ (City) _____ (State), _____.

This ____ day of _____, 2019.

LEE ANNE CHAFFIN

1 STATE OF NEVADA)
) ss.
2 COUNTY OF WASHOE)
3
4 I, EVELYN J. STUBBS, a Certified Court
5 Reporter in and for the County of Washoe, State of
6 Nevada, do hereby certify:
7 That on Monday, the 16th day of September,
8 2019, at the hour of 11:00 a.m. of said day, at the
9 Courtyard by Marriott, 1 Ballpark Lane, Reno, Nevada,
10 personally appeared LEE ANNE CHAFFIN, who was duly
11 sworn by me, and thereupon was deposed in the matter
12 entitled herein;
13 That said deposition was taken in stenotype
14 notes by me, a Certified Court Reporter, and
15 thereafter transcribed into typewriting as herein
16 appears;
17 That the foregoing transcript, consisting of
18 pages 1 through 42, is a full, true and correct
19 transcript of my stenotype notes of said deposition to
20 the best of my knowledge, skill and ability.
21 DATED: At Reno, Nevada, this 1st day of
22 October, 2019.
23
24 EVELYN J. STUBBS, CCR #356
25

WORD INDEX

<1>
1 1:10 3:12, 21 4:3 7:20, 21 24:22 44:9, 18
10080 2:13
10100 2:8
102 12:23
11:00 4:2 44:8
11:55 42:17
16 1:19 3:20 30:1
1600 13:1
16th 4:1 30:18 31:5, 6 44:7
1740 4:21 5:2
17th 30:21
18-CV-00663 1:5
19 41:16, 18
1980 41:19
1987 11:23
1994 11:25
1995 12:1
1997 14:14
1st 44:21

<2>
2 3:15, 17 24:10, 11
200 2:13 12:21, 23
2004 12:5, 8
2005 12:9 16:5
2016 1:10 2:10 3:16
2017 3:20 30:1, 21
2018 19:7 20:12 33:21, 24
2019 1:19 4:2 43:10 44:8, 22
21 11:23
220 2:8
23 11:9
24 3:15
258-8200 2:9
28 3:18
29 3:20

<3>
3 3:18 28:9, 10
31 3:22
32 3:22
356 1:25 44:24
37 3:5
385-2500 2:14

<4>
4 3:4, 14, 20 29:22, 23 30:6
42 3:6 44:18

<5>
5 3:22 31:12
50 1:10 16:16
571145 28:15
579380 31:16
581625 32:24

<6>
6 3:22 32:20, 21
60 30:18

<7>
7 3:12
702 2:9, 14
794 13:8

<8>
89135 2:9
89145 2:14
89434 13:1

<9>
96 12:1

<A>
a.m 4:2 42:17 44:8
ability 36:24 44:20
able 17:6 39:18
accommodate 6:25
accurate 7:18 25:17 36:23
Ace 2:8 4:18
acquired 17:15 41:3
add 37:1
addendum 27:23
adding 39:6
address 6:14 12:20, 25 20:1 31:4
addresses 20:3
advised 28:5
affidavit 22:5 24:17
agent 14:16 26:5 42:5
ago 6:3 17:10 21:11, 12 30:18
agreements 23:6, 7
Aguilera 35:15
alcoholic 7:8
allows 22:14
Alta 2:13
ALYSSA 1:8 35:13 40:2, 3
Amended 3:12 7:23 10:10
ANN 1:18
ANNE 3:2, 15 4:5, 7, 15 11:5, 7, 8 24:22 43:14 44:10
A-N-N-E 4:16
answer 5:11, 24 6:1, 14 39:10
answered 5:12
answering 41:7
answers 5:15, 16, 17
anybody 28:3 29:19
anybody's 23:21
anymore 19:5, 6, 25 22:11 34:24
anyways 23:18
APPEARANCES 2:1
appeared 4:5 44:10
Appearing 2:4
appears 29:25 44:16
AppFolio 22:19 38:8
appreciate 42:15
appropriately 5:12
approve 43:8
approximate 12:11
Approximately 9:2 20:16
areas 8:10, 15
Aside 16:1
asked 22:3 36:25
asking 21:10
assistant 9:22 17:5
assisting 24:7
associated 23:19
Association 22:12, 17 35:5
assume 5:11
assuming 24:4
at-request 23:13
attorney 4:18 9:9 10:3, 5
Attorneys 2:7, 12
AUDREY 1:5 2:3 3:20 25:2 29:8 34:6, 19
authorized 42:4
Autumn 4:21 5:1, 2 10:24 16:20 17:10, 12 19:17 27:8, 12 36:1 39:15
availability 9:20
avp@tblaw.com 2:10

<B>
back 15:18 25:9
backed 39:8
background 10:25
backyard 27:6
Ballpark 4:3 44:9
Basically 34:23
basis 16:17 26:13
Beach 11:15, 24
beginning 10:2 18:9
behalf 4:19 37:1 42:5
believe 6:17 8:6 16:4 19:8 22:8 30:6, 20, 22, 24 31:24 32:2, 4
best 8:13 23:1 31:7 36:24 44:20
beverages 7:8
big 39:6
bill 23:20
bills 23:19, 20 26:20
BOSCO 2:7
bottom 24:21 25:12
bought 13:25
Boulevard 2:8

boxes 39:14
break 6:23 7:2
breast 13:12
BRECKENRIDGE 1:9 2:10 3:16 36:10, 12
bring 12:12 34:8
broker 12:18 14:16
broker's 12:6
brought 27:14 34:7
business 37:18, 23
buyers 23:7, 8

<C>
California 11:24 40:24
call 10:1 31:22 34:1
called 4:8 10:4, 6 19:18 22:16 24:17 35:4 38:8 40:7, 8
calling 35:11
calls 35:13 40:4, 6
Canary 13:8, 15
cancer 13:12
capacity 12:17 18:6
cared 17:19
carpet 15:20, 22
Case 1:5 14:9 21:10, 16
Casey 36:19
cause 7:11
cc'd 21:8 30:12
CCR 1:25 44:24
cc's 31:8
Century 11:23
certainly 6:25
CERTIFICATE 43:3
Certified 44:4, 14
certify 43:5 44:6
CHAFFIN 1:16, 18 3:2, 13, 15 4:5, 7, 15, 16 7:25 11:9 12:9, 13, 14, 16, 17 15:18 16:4 20:1, 7 22:9 24:7, 22 26:3 27:20 32:3 43:14 44:10
C-H-A-F-F-I-N 4:17
Chaffinleeanne@yahoo.com 20:4
chaffinreal 38:24
chaffinrealestate.com 20:5
chaffinres@gmail.com 20:6
Chaffin's 28:20 32:1 34:13
chance 8:12
changes 43:7
Charleston 2:8
chatted 18:4
check 17:1
chemo 13:14
chicken 31:10
church 13:11
Circle 13:8, 15
City 26:14 43:10
clarification 4:23
clarify 5:10 36:17 42:3
clarity 5:17 31:21
clearly 22:6
close 33:6 41:13
cloud 22:12, 15, 20, 21 38:11
Code 13:2
collect 19:6
collected 17:20
college 11:16
come 26:20
comments 40:11
communicate 29:3 34:17
communicated 29:5 36:8
communications 10:18 19:13, 16
company 17:17 18:12 33:15 34:10 36:13 38:25 39:7, 17 41:3, 4
complete 5:24 6:1 36:22
completely 22:11
computers 39:2
concerned 10:8
conclude 42:11
concluded 42:17
confirm 9:15 24:20
confused 10:5 33:13
confusing 36:20
confusion 33:13
Congratulations 11:10
considered 16:10 25:10
consisting 44:17
contact 32:17 39:20
contacted 40:2, 3
contract 17:16
contracted 42:4
contractors 16:9, 10, 12, 14, 16, 19
control 37:23 38:13
controlled 37:13 38:19
conversation 10:20 21:17 29:16
conversations 9:14, 17 18:13 38:3, 4
convicted 16:2
Cooper 15:8
copies 30:4
copy 28:19, 21 29:18 31:25 34:3, 12 42:12
Corleone 13:1
corner 28:14 31:17 32:25
CORPORATION 1:8 2:6 4:19, 25 37:18
correct 9:15 16:5 20:9, 12 37:9 38:1 43:8 44:18
corrections 6:17, 19 43:7
correspondence 38:4
counsel 36:12
COUNTY 1:2 19:4, 24 44:2, 5
couple 15:6 20:2 33:23 37:5
COURT 1:1 5:7 44:4, 14
Courtyard 4:3 44:9
covered 9:21
criminal 16:2
current 12:20
currently 12:13 16:7
cut 31:10

<D>
Daniel 19:11, 13 32:4
date 18:25 30:17
dated 30:1 43:10 44:21
dates 19:8, 9 20:13
day 4:2, 3 8:7 31:1 39:19 43:10 44:7, 8, 21
days 33:6
day-to-day 32:16
deal 16:16
dealing 27:18
Debi 3:20 9:13, 14, 15, 17 20:17 26:25 28:24 29:12, 20 31:8 34:5, 16 35:20, 22 40:7
Debi's 21:4, 19 40:2
Deborah 2:17 9:15
decide 17:16
decided 11:16 17:17
Declaration 3:15 24:16, 22 40:1, 3
Deed 3:18, 22 28:13 32:23 34:2, 3, 12, 18, 21 35:9, 12, 20
deem 43:7
DEFAULT 1:8 2:6 3:18 4:19, 24 18:12 28:12 29:4, 14, 19 32:14
Defendant 2:6, 10 14:7, 24
Defendants 1:11 4:8
delete 20:19 21:10, 20

deleted 20:15, 16, 17 21:2, 5, 19 22:1, 6 39:12
delivered 8:5 15:19 18:19 28:21, 23
delivery 40:25
deposed 5:3 44:11
deposit 15:17, 23
DEPOSITION 1:16 3:12 5:6 7:24 8:17 9:10, 12, 18 10:1 42:17 43:6 44:13, 19
depositions 7:6
depressing 41:21
Dept 1:6
DERMOTT 1:9
describe 38:9
difference 6:4
different 15:8 40:4, 6
difficult 28:3
dinner 29:16
discovered 21:25
discuss 4:20 9:18, 24 32:8
discussing 10:24
discussion 20:18
discussions 32:5
dishonest 21:13
Dismiss 3:16
disposition 15:23
DISTRICT 1:1
document 7:23 8:2 24:13, 15, 21, 24 25:4, 5, 7, 15, 17, 20, 23 26:1 28:12, 15, 17, 19 29:25 30:9 31:14, 15, 19, 22, 25 32:3, 23, 24 33:2 34:2
documents 9:6 18:19 19:4 20:8, 11 22:23, 24 23:3, 11 24:2 26:4 27:1, 11, 14 40:13
doing 10:12 18:22
doubt 30:22
Drive 2:13 13:1
due 15:21
duly 4:9 44:10
duplicate 21:7

< E >
East 12:23
educational 11:12
effects 7:12, 15
eight 13:23
either 14:7
Election 3:18 28:13
electronically 22:24
E-mail 3:20 10:18, 20 19:19, 20 20:1, 3 21:6 22:3, 4, 18 23:2 24:5 25:6 30:15, 21 31:4 38:7, 17, 18, 24 39:4, 14, 18
e-mails 8:19, 21, 24 20:9, 16, 18, 20 21:11, 19, 20, 23, 25 22:18 23:3, 5 30:1 38:14, 15, 20 39:8, 16
employees 16:7, 8, 10, 19 17:3
entitled 31:14 44:12
entity 37:11, 19
especially 32:18
Esq 2:8, 13
ESTATE 1:17 3:13 7:25 11:22, 25 12:9, 14 14:16 15:18 38:17
estate.com 38:25
Estes 11:7
estimate 6:5, 7, 9, 11 41:17
EVELYN 1:25 4:4 44:4, 24
event 27:25
eventually 18:14
everybody 10:22
exact 30:16
exactly 16:23, 25 20:13, 19, 25 33:3 34:4, 11 35:24
EXAMINATION 3:3 4:11 8:10 37:6 42:1
examined 4:10
exception 29:14
exchange 25:22, 25
executing 25:23 26:1
exercise 13:14
Exhibit 7:20, 21 24:10, 11 28:9, 10 29:22, 23 30:6 31:12 32:20, 21
EXHIBITS 3:6
experienced 14:3
eye 33:15

< F >
Face-to-face 18:1, 2
fact 15:21
fair 33:24
Fallon 12:4 27:4
family 11:17
far 21:20 22:17 23:1 25:3 35:4, 10 39:12
favor 15:21
fax 10:18
fee 23:24
feel 6:17 7:14 15:9
fees 23:23
Fernley 4:21 5:2 12:2, 3, 24 13:8 26:14
fight 35:2
figure 11:17 19:21 33:12
files 22:9
find 16:23 22:3, 5, 6 28:3
fine 6:13 15:3
finish 7:1
first 4:9, 15 14:10 15:4 17:24 18:5 30:12, 13 40:7, 8
Foley 12:2
follows 4:10
foreclosed 37:9, 15, 20 41:9
foreclosure 14:4 18:21 27:21, 24 28:6 37:24 41:7, 14
foregoing 43:6 44:17
forgets 31:9
forgot 35:14
forward 10:13 34:1
found 34:20
four 21:11, 12
fraudulent 25:11
friend 14:17
front 18:25 19:9
full 44:18
FUND 1:9 2:10 3:16 36:10
further 38:9 42:8

< G >
general 15:3 31:8
getting 9:19 18:12 34:19 39:19
girl 15:17
give 26:6 33:10
given 34:9
giving 7:18
Glen 4:21 5:1, 2 10:25 16:20 17:10, 13 19:17 27:8, 12 36:1 39:15
go 23:14
goal 17:18
God 41:19
going 4:22 5:11 7:20 9:4 10:13 15:2 18:10 29:8, 22 31:21 32:13, 19 33:13 34:1 35:2, 6
good 26:21 41:17
go-to 17:6
gotten 10:9
graduate 11:14
guess 6:5, 8, 11 14:25 18:23 22:2 35:20
guys 9:18, 24 40:5

< H >
handing 26:4
handles 27:20
happen 32:11

happened 30:13 34:11
happens 28:1
happy 17:23
hard 28:1
head 5:15 11:3 31:10
heard 4:22
hesitant 41:7
hey 21:18
high 11:13, 14
highly 12:6
hired 17:4, 10
history 11:13
home 12:25 13:3 26:16 37:14, 17
honest 36:21
honestly 18:10 19:1
horrible 26:15 27:25
hotline 35:5, 8
hour 4:2 9:4 44:8
House 12:5 15:7 19:3 25:9 41:11
huh-huh 5:16
Hum-um 25:24
hurting 28:3
husband 9:13 29:15 32:10 41:9
HUTCHISON 2:12

<I>
identification 7:21 24:11 28:10 29:23 31:12 32:21
illegal 33:17
Important 28:13
inaccurately 6:18
inboxes 39:14
included 20:8 22:24
INCLUSIVE 1:10
incorrect 8:6 10:3
independent 16:8, 9, 12, 13, 16
INDEX 3:6
indicates 40:1
influence 7:7
info 33:11
information 15:3, 19 25:3 33:11 39:1 40:19
in-house 36:12
inquiries 8:10
insofar 40:7
inspected 17:19
inspections 16:11
inspectors 16:12
Instanet 22:16 23:4
instituted 20:24
instructed 6:13
interest 37:19, 25
Internet 23:16 39:19
introduce 18:9
involved 17:9
involvement 14:15 17:12

<J>
Jenna 17:4, 5
Jenna's 17:8
Jobs 22:22
judge 15:20
JUDICIAL 1:1
jumped 12:7
June 13:6 33:21, 22
junk 20:6

<K>
keep 22:9 33:15
kept 23:4 28:21 33:8
kid 41:12
kidding 27:5
kids 11:21
kind 9:4 10:8 11:17 13:12 14:9 15:22 17:6
knew 11:16
know 4:22 5:10 6:3, 10, 24 14:18 15:25 16:23 17:18 18:11, 15, 18 19:22 20:13, 17 21:7, 11, 20 22:21, 22 23:1, 5 24:1, 2, 4, 5 27:2, 7, 24, 25 28:7 29:8, 9, 15 30:12 32:13, 18 33:7 34:8 35:12, 13, 16 36:2, 3, 16 39:10, 12, 13 40:7, 25 41:3, 10
knowledge 44:20
KNOWLEDGEABLE 1:16 3:13 7:24
known 11:1 15:2 40:25 41:2
KRAMER 1:5 2:3 3:6, 20 9:13, 23 24:17 25:2 30:4, 7, 25 38:5 39:15 42:2, 7, 9
Kramers 17:24 23:25 24:3, 7 26:24 27:8 28:5 29:11, 21 32:7 34:22 38:3 40:12 41:2, 3

<L>
Laiji 11:8
Lane 4:4 44:9
Larson 17:14
Las 2:9, 14
lately 26:14
Law 2:7, 12 5:7
laws 26:15
lawsuit 14:6
lease 23:6
lease-option 14:12
LEE 1:18 3:2, 15 4:5, 7, 15 11:5, 7, 8 24:22 43:14 44:10
L-E-E 4:16
leeanne 20:4
leeanne@chaffinreal 38:16
legal 18:21, 22 35:5, 8
LEO 1:5 2:3
letting 14:17
license 11:25 12:6, 8
licenses 12:12
lien 26:16
liens 26:20
list 8:10 13:21 16:15, 23 20:8
listed 16:24
little 10:25 38:9 41:7
live 13:7 27:2 40:24
lived 13:5
LLC 1:10 2:10 37:11, 18
LLC's 3:16
located 4:20
long 6:24 11:7, 15, 24 12:5 13:5 30:18
longer 19:3 21:11 33:23 34:24
look 8:21 21:23 35:3
Looked 8:19
looking 24:21 30:2 31:14 33:8
loop 13:13
lose 38:23
losing 41:13
LYON 1:2 19:4, 23

<M>
Macy's 21:21
mad 14:11
maiden 11:5
mail 26:8, 10, 11, 12, 23 27:8 40:25 42:5
Main 12:23 17:22
maintenance 16:11, 13, 22 23:18, 20, 23
making 5:7 6:10 9:20
malicious 21:13
manage 17:18 18:15 34:23 35:7
management 12:8 22:20 23:23 27:23 38:10 41:4
manager 12:19
managers 19:25
managing 36:11 39:4
Maria 19:16
mark 7:20 24:10 28:9 29:22 32:20
MARKED 3:11 7:21 24:11 28:10

29:23 31:12 32:21
Marketplace 11:23
married 11:6, 9
Marriott 4:3 44:9
material 11:16
matter 44:11
Matthew 2:13
MC 1:8
McDermott 35:14 40:2, 4
mean 12:14, 21 16:15 21:7 31:2 33:22 35:10 39:4 40:20 41:10
meant 27:4
medication 7:9
medications 7:8, 11
meet 17:24
memory 7:12 18:7
Mendoza 19:17 27:17
mentioned 38:7
middle 4:16 6:23, 24 7:1
Miley 11:5
mind 41:11
misleading 35:16
mistake 20:20, 21 21:3
mistakenly 20:17
mixup 10:8
mom 11:22
Monday 1:19 4:1 44:7
money 11:19 17:20 19:6
monthly 23:12, 15
morning 9:5 22:13
Motion 3:16
Moved 11:24 12:2
mschriever@hutchlegal.com 2:15

<N>
name 4:13, 15, 16 11:5 15:10 17:8 34:25 35:7, 14
named 14:22, 23 15:18
names 11:2, 4 39:15
NATIONAL 1:8 2:6 4:19, 24
NDSC 4:24 35:25 36:3 37:1
NDSC000022-NDSC000028 3:19
NDSC000032-NDSC000034 3:22
NDSC000035-NDSC000038 3:24
necessary 6:17, 20 25:8 43:7
need 5:16 6:23 7:1 13:2 29:8
needed 9:20
neighbor 13:10
Nelson 36:10, 18, 19
network 39:18
NEVADA 1:2, 20 2:9, 14 4:4 5:2 11:24 13:1, 8, 24 22:13 44:1, 6, 9, 21
never 17:9 28:8 37:8 39:21, 24 40:12 41:13 42:4, 6
new 36:13
Nods 11:3
non-licensed 17:5, 7
non-prescription 7:9, 10
nonverbal 5:15
Nope 16:3
normal 26:13
notes 44:14, 19
Notice 3:12, 18, 22 4:1 7:23 10:1, 11 18:11, 20 28:12, 14 29:4, 13, 18 31:15, 22, 23 32:6, 8
noticed 26:19
notices 37:24
NUMBER 3:11 28:15 31:16 32:24 40:9

<O>
oOo 42:18 43:1
oath 5:5
object 6:12
October 3:20 30:1, 18, 21 44:22
offense 7:6 16:2
offenses 16:1
office 8:7 9:21 12:21, 22 21:1 40:8
official 20:22
officially 18:16
Oh 35:10 41:19
Okay 5:13 6:2, 10 8:14 19:10 30:7 38:7, 22 39:23 41:6, 20 42:14
old 41:21
older 15:22
once 19:18 32:11 42:13
ones 8:22 15:8 20:14, 15
online 33:4 34:5, 15
oOo 1:3
open 12:10
opened 12:9
opportunity 6:16
Opposition 3:15
ourself 28:2
owned 14:2 18:13 35:11, 19 37:10, 23, 25 41:11
owner 15:17, 18 17:21 19:20, 21 26:5, 7, 11 28:2 32:13 36:14
owners 15:6 17:15 19:5 23:7 26:13, 18 33:10 35:16 38:16
owner's 23:9, 13
ownership 19:23 37:19
owns 36:15 37:23

<P>
P.A 2:7
PAGE 3:3, 21 24:22
pages 3:14, 17 8:9 44:18
paper 18:17
parents 41:12
part 9:7 21:22 22:25 27:1, 3 29:21 30:5 36:3
partially 15:21
particular 35:18
party 14:6
Patten 2:8 3:4 4:12, 18 7:22 24:12, 19 28:11 29:24 30:5, 8 31:13 32:22 37:3 42:8, 10, 15
pay 23:20, 21, 22 26:15, 17, 20
paying 26:21
payments 23:22
penalty 43:5
people 16:13 23:15 24:6 33:9 35:11 36:5, 6 39:6
performance 21:5
period 11:8, 15
perjury 43:5
permission 40:21
PERSON 1:16 7:24 36:9, 11
Person(s 3:12
Persona 2:4
personal 40:18
personally 4:5 34:15 37:23 44:10
phone 16:22 18:4, 8 35:13 40:4, 5, 6, 9
physical 22:9
picked 8:7
picking 18:8
place 21:15
plaintiff 10:4 14:7
Plaintiffs 1:6 2:3
plastic 27:5
please 4:13 5:9 7:6 11:12 40:10
plodding 18:21
point 6:14 19:22 32:15, 16 36:15 39:11 42:10
policy 20:22 21:15, 18 26:3 27:20
pool 27:5
portal 23:9, 11, 13,

25
possibility 26:19
posted 27:12, 14 31:24
postings 28:7
prepare 8:17 24:24 25:4
prepared 15:1 25:1 42:13
preparing 9:3
prescription 7:8, 10
PRESENT 2:15
presently 7:7
pretty 10:9
prevent 7:17
Previously 18:3
print 23:17
printed 34:6
prior 13:7 25:14
probably 8:7 10:19 16:16 21:5 29:15 32:10 33:20, 22 34:9
problem 27:1 39:22, 25
problems 39:18
promised 25:25
pronouncing 12:16
Proper 2:4
properties 13:20, 23 14:2, 3 17:14 22:10 24:8 27:21 37:22
PROPERTY 1:9 2:10 3:16 4:20, 25 5:1, 2 10:25 12:7, 18 13:15, 17 16:20 17:10, 13, 15, 18, 19 18:13 19:17 22:20 27:9, 12, 23 28:6 34:24 36:1, 10, 12, 13 37:8 38:10 41:9
protect 28:1
provide 27:11 29:18 32:7
provided 8:20, 22, 24 9:7 16:24 20:8, 14 22:25 23:11 24:2 25:2, 5 26:8 27:7 29:21 32:3
pull 16:22
purchased 17:14 41:12
PURSUANT 4:1
put 5:22 21:15 26:16 38:20 39:15 40:10

< Q >
question 5:9, 12, 24 6:1, 25 7:1, 5 37:16 39:11 41:6
questions 6:13 7:3 36:25 37:4 41:8, 24 42:8
quick 10:19 37:5
quickly 33:7
quite 11:7 12:4

< R >
radiation 13:14
raise 6:20
raised 11:21
read 43:6
REAL 1:17 3:13 7:25 11:22, 25 12:9, 14 13:17 14:16 15:18 33:6 37:5
really 11:18 16:10 19:1 24:5 39:11
Realtors 22:12, 17 35:5
Realty 12:1, 2, 4, 5
reason 30:20, 24
recall 10:12 15:25 18:7, 10 20:25 30:16 31:2 34:10, 16
receive 25:22 26:12, 14, 23 30:25 40:20 42:5, 12
received 9:25 10:2, 7 18:11, 20 26:4, 6 27:4, 5 29:7 34:3 35:22 37:24 40:23
receiving 30:15 34:4
recollection 31:7
recommended 11:22 12:6
record 4:14 5:18 33:7 34:13 38:21 42:4
recorded 5:14, 21 6:18 19:4 33:20 34:20
recording 28:15 31:16 32:24 33:16
records 19:24 28:20 32:1
refer 4:23
referring 4:24 5:1 10:16
regard 16:20 19:14, 17 26:3 36:1, 25
regarding 14:11 22:4 38:7
regards 14:3
relating 27:8
relationship 18:24 19:2
releasing 23:23
rely 32:15
remarried 11:7
remember 6:4 10:20 15:10 18:5 20:19 21:10 30:15, 16 33:3, 5 34:2, 4 35:23 38:6
remembers 22:7
remind 6:19
Reno 1:20 4:4 11:25 12:3 22:16 44:9, 21
Reno-Sparks 22:12 35:4
rent 13:3
rental 13:23 23:6 28:3 33:11
renters 19:11
rents 17:20
repair 16:24
repeat 5:10
Reported 1:25
Reporter 44:5, 14
request 21:22 22:25 26:18
requested 8:23 9:19
requests 16:22
response 8:24 20:7 30:25 35:1
review 6:16 8:12 9:6 25:14 42:13
reviewing 30:14
revisions 25:19
Rico 29:8
right 23:17 28:4 30:17 36:7 38:17 39:23 40:11 42:10
right-hand 28:14 31:16 32:25
roughly 13:9 16:6
ruled 15:20
run 39:3
running 31:9

< S >
sake 5:17 31:21
Sale 3:22 25:10 31:15, 22, 23 32:6, 8, 24 36:16
sales 23:7
sat 6:3
savvy 24:6
saw 8:5 33:3, 5 34:5, 15
saying 22:8 35:11, 19
says 27:23 33:22 40:3
schedule 10:22
school 11:13, 14
Schriever 2:13 3:5 37:5, 7 41:23
scope 8:10
search 39:14 41:11
second 6:3
security 15:22
see 18:16 21:4, 12 31:23
seeing 34:16
seen 8:2 24:13 28:17 30:9 31:19 33:2, 18 34:5
Sell 3:18 11:22 28:13
sellers 23:8
send 19:19 23:15 30:21 38:15, 18

39:18
sending 35:24
sends 38:17
sent 17:21 19:19 22:2 30:22 34:6 35:21, 23 38:18
separate 38:20
September 1:19 4:2 44:7
served 28:8 40:12
server 22:18 23:2 38:19 39:8
service 40:20
SERVICES 1:17 3:13 7:25 12:9, 15 38:25
SERVICING 1:8 2:6 4:19, 24
seven 13:9
sewer 23:22 26:17
shaking 5:15
short 11:6, 15
Shortly 31:24
side 7:11, 14
sign 23:25 42:13
signature 25:12
significant 5:6
signing 25:14
singer 11:18
sir 27:10 29:2
sisters 14:10
situation 32:12
situations 22:7
size 6:7, 8
skill 44:20
slowly 13:13
small 21:1 39:11
software 38:10
sold 13:25 41:16
somebody 35:17 39:20
sorry 10:1 38:6
sort 32:16 37:18, 24
spam 20:6
Sparks 13:1 22:17
speak 9:9, 12 10:10, 13 29:11, 13 34:21 35:9, 25
specific 35:12
specifically 11:1
spell 4:13
spend 9:2
spoke 9:23 10:14 15:19 18:5
spot 38:20
ss 44:1
stamp 28:15
Star 12:1
Starling 19:11, 14 27:16, 17, 18 29:1 32:4
start 6:1 7:3 11:16 12:22 41:18
started 11:23, 25 16:4
starting 11:13
state 4:13 16:25 22:14 43:10 44:1, 5
stated 36:13
statement 22:4 23:12, 15 27:22
statements 25:3 40:16
stating 19:20
stay 17:16, 17
STEFFEN 2:12
stenotype 44:13, 19
Steve 22:22
stop 30:19
stored 22:15, 23
Street 4:21 5:2 12:23
string 21:6, 7
STUBBS 1:25 4:4 44:4, 24
stuff 27:3
stupid 14:17
subject 4:25
subpoena 8:25 9:7 20:7 21:22 22:25
suffering 7:14
Suite 2:8, 13 12:23
summer 33:24
sunspots 39:24
Support 3:15
sure 5:23 8:8 9:20 16:21 17:18 18:22 21:3 29:17 33:8 34:11, 14
36:15
Susie 15:8
swear 18:10
sworn 4:9 44:11
system 22:19

<T>
table 6:7, 8 29:16
take 7:2, 6, 10 17:2
taken 44:13
talent 11:18
talk 5:23 22:13
talked 6:4 34:19 40:9
talking 19:10
taxes 23:21, 22
Taylor 2:17 3:20 9:15 16:18 29:3, 14 30:20 32:5, 9, 16 34:17 35:8
Taylor's 13:10 30:6
tech 24:6
technical 39:11
technology 39:1
tell 11:12 19:2 25:7 27:2, 22 29:6
telling 34:20
ten 13:9, 18
tenant 18:19 19:2 26:8 27:7, 11 28:2, 25 29:1 34:8 40:23
tenants 15:7 19:11 26:4, 21 27:13, 15 33:11 38:16
terminate 18:23 19:1
testified 4:10 15:16
testify 8:14
testifying 14:19 15:11
testimony 5:6 7:18 36:22
Thank 11:11 30:7 42:7
thing 17:22 21:9 23:14 26:13 36:20 40:22
things 13:25 15:20 16:24 17:6 23:17, 24 30:14 31:8 32:11, 19 33:7
think 10:21 15:16 19:18 21:9 23:21 29:12 32:10 33:4, 22 34:5, 14 36:9 42:11
thinking 10:4 21:4 41:21
THIRD 1:1
thought 21:6
three 8:9 13:6
Thursday 22:3
TIFFANY 2:7
time 9:2, 21 11:6, 8, 15 12:5 13:10 17:4 20:18 27:6 29:12, 17 30:17, 18 31:11 42:16
times 23:23
title 32:23 33:15 34:10
titled 7:23 28:12 37:17
today 4:20 7:18 8:14, 18 17:25 36:22 42:16
told 19:18 27:13 29:7 33:9 35:6 41:1
trade 11:19
traffic 16:1
transcribed 44:15
transcript 5:21 6:16 42:13 44:17, 19
transferred 19:23
trash 23:22 26:17
trashed 15:7
treatment 13:14
trial 6:20
True 9:1 32:18 35:3 43:8 44:18
Trust 3:18 28:13 35:20
trustee 36:16
Trustee's 3:22 31:15 32:23 34:2, 3, 12, 18, 21 35:9, 12
truthful 7:18
try 5:10 10:22 20:6, 20 22:3 28:1

trying 10:*21* 18:*22* 25:*9* 33:*8, 10, 12* 41:*10*
turn 5:*25* 8:*9*
two 8:*9* 9:*4* 15:*8* 16:*8* 17:*10* 29:*25* 35:*13* 36:*5* 39:*19* 40:*4, 6*
type 23:*3, 13*
types 5:*16*
typewriting 44:*15*

< U >
U.C 11:*14*
uh-huh 5:*16* 31:*7* 36:*20*
Um-hum 8:*11* 20:*10* 26:*12* 33:*25*
unaware 41:*1*
understand 5:*5, 9, 18* 6:*21* 10:*15, 17, 19*
understanding 8:*13*
understood 5:*11*
upper 28:*14* 31:*16* 32:*25*
upset 15:*7*
use 20:*2, 6* 22:*19*
usually 32:*13*
utilities 26:*16, 22*
Utility 23:*20*

< V >
Van 2:*8* 3:*4* 4:*12, 18* 7:*22* 24:*12, 19* 28:*11* 29:*24* 30:*5, 8* 31:*13* 32:*22* 37:*3* 42:*8, 10, 15*
Vegas 2:*9, 14*
vendor 16:*25*
vendors 16:*9, 19, 21* 17:*2*
vs 1:*7*

< W >
wait 5:*24*
walk 13:*12*
want 6:*11* 10:*25* 11:*19* 13:*21* 28:*2* 33:*16*
wanted 11:*18*
WASHOE 44:*2, 5*
water 23:*22* 26:*17*
way 21:*14*
website 19:*5*
WEDGWOOD 1:*9*
Wednesday 17:*11*
weeks 33:*23*
weird 19:*21*
Well 9:*25* 13:*23* 18:*7* 21:*4* 23:*5* 26:*5* 35:*10* 36:*9* 38:*15* 39:*3* 40:*20*
went 11:*14* 12:*4* 13:*11* 41:*13*
We're 4:*20* 5:*11* 6:*24* 18:*21, 22* 19:*10* 21:*1* 24:*20* 36:*15*
West 2:*8, 13*
we've 13:*25* 22:*11* 27:*18*
Wilson 17:*9*
wind 27:*3*
windy 27:*2*
WITNESS 3:*2* 4:*8* 14:*21* 24:*18* 42:*14* 43:*3*
women 36:*3*
won 14:*23* 15:*14*
wonderful 17:*5*
work 5:*20, 22* 16:*11, 19*
working 12:*13*
writing 40:*10*
written 20:*25*

< Y >
Yeah 13:*11* 14:*25* 15:*6* 16:*6* 35:*6* 41:*19*
yearly 16:*17*
years 11:*9* 13:*6, 9, 18* 17:*10* 21:*11, 12* 41:*15*
young 11:*6* 41:*11*

< Z >
ZIP 13:*2*

TRANSCRIPT OF DEPOSITION OF DANIEL STARLING

D

4450

1 THIRD JUDICIAL DISTRICT COURT

2 LYON COUNTY, NEVADA

3 --oOo--

4

5 LEO KRAMER,) Case No.: 18-CV-00663
AUDREY KRAMER,)
6) Dept. No.: I
Plaintiffs,)
7 vs.)
)
8 NATIONAL DEFAULT SERVICING)
CORPORATION, ALYSSA MC)
9 DERMOTT, WEDGWOOD, INC.,)
BRECKENRIDGE PROPERTY FUND)
10 2016 LLC, and DOES 1 THROUGH)
50 INCLUSIVE,)
11)
Defendants.)
12 _____)

13

14

15

16 DEPOSITION OF DANIEL STARLING

17 MONDAY, SEPTEMBER 16, 2019

18 Reno, Nevada

19

20

21

22

23

24

25 Reported by: EVELYN J. STUBBS, CCR #356

1 APPEARANCES:
2
3 For the Plaintiffs:
4 LEO KRAMER and AUDREY KRAMER
Appearing In
Proper Persona
5
6 For the Defendant National Default Servicing
Corporation:
7 TIFFANY & BOSCO, P.A.
Attorneys at Law
8 By: Ace C. Van Patten, Esq.
10100 West Charleston Boulevard, Suite 220
9 Las Vegas, Nevada 89135
(702) 258-8200
10 avp@tblaw.com
11
For the Defendant Breckenridge Property Fund 2016 LLC:
12 HUTCHISON & STEFFEN
Attorneys at Law
13 By: Matthew K. Schriever, Esq.
10080 West Alta Drive, Suite 200
14 Las Vegas, Nevada 89145
(702) 385-2500
15 mschriever@hutchlegal.com
16
17
18
19
20
21
22
23
24
25

1 INDEX
2 THE WITNESS: DANIEL STARLING

3 EXAMINATION	PAGE
4 By Mr. Van Patten	5
5 By Mr. Schriever	22, 23
6 By Ms. Kramer	22

7
8
9 * * *
10
11 INDEX OF EXHIBITS

12 NUMBER:		MARKED:
13 1 -	Amended Notice of Taking	7
14	Deposition of Daniel Starling (4 pages)	
15 2 -	Declaration of Daniel Starling (2 pages)	12
16		
17 3 -	Notice of Default and Election to Sell Under Deed of Trust	16
18	NDSC000022-NDSC000028	
19 4 -	Notice of Trustee's Sale NDSC000032-NDSC000034	18
20 5 -	Trustee's Deed Upon Sale	21
21	NDSC000035-NDSC000038	

22
23
24
25

1 PURSUANT TO NOTICE, and on Monday, the 16th
2 day of September, 2019, at the hour of 9:00 a.m. of
3 said day, at the Courtyard by Marriott, 1 Ballpark
4 Lane, Reno, Nevada, before me, Evelyn J. Stubbs,
5 personally appeared DANIEL STARLING.
6
7 DANIEL STARLING,
8 called as a witness by the defendants herein,
9 Being first duly sworn,
10 Was examined and testified as follows:
11
12 EXAMINATION
13 BY MR. VAN PATTEN:
14 Q. Can you please state your name and spell it
15 for the record.
16 **A. Daniel William Starling, D-A-N-I-E-L**
17 **W-I-L-L-I-A-M S-T-A-R-L-I-N-G.**
18 Q. So my name is Ace Van Patten. I represent
19 National Default Servicing Corporation. I'm probably
20 going to shorten that at some point to NDSC. So if
21 you hear me saying NDSC, I'm referring to National
22 Default Servicing Corporation.
23 We're here today to discuss the property at
24 the 1740 Autumn Glen Street in Fernley. And we're
25 here for your deposition today.

1 Another shortcut, just for the sake of
2 brevity and clarity, if I say the property or the
3 Autumn Glen property, I'm referring to the 1740 Autumn
4 Glen Street property.
5 **A. Okay.**
6 Q. Have you been deposed before?
7 **A. No, sir.**
8 Q. Do you understand that you're under oath and
9 that your deposition testimony today is the same
10 testimony that you would be giving at court, at a
11 trial for instance?
12 **A. Yes, sir.**
13 Q. So as we get going, if you don't understand
14 a question, let me know. I'll try to repeat it or I
15 can clarify. If you answer any question, I'm going to
16 assume that you understood the question and that
17 you're answering it appropriately.
18 And because we're being recorded, we have to
19 have verbal answers, so no like nodding the head or
20 uh-huh, huh-uh. Do you understand that?
21 **A. Yes, sir.**
22 Q. And also because it is being recorded, we
23 will make it easier on her. We'll have to work
24 together on this one. So please allow me to finish my
25 question before you provide your answer. And in turn,

1 I'll make sure that you're finished with your answer
2 before I start my question.
3 **A. Okay.**
4 Q. Someone may object to some of my questions
5 at some point. That's fine. You can go ahead and
6 answer them if you understood them, unless you're
7 specifically instructed not to answer them. And if
8 that becomes an issue, we'll address it at that point.
9 Do you understand that?
10 **A. Yes, sir.**
11 Q. And then at the end you'll have the
12 opportunity to review the transcript of the deposition
13 and make any corrections you feel necessary, if you
14 believe something was inaccurately transcribed.
15 That's your right. You'll be able to do that, sign
16 off on that. If you do make any corrections, I will
17 be able to use that, for instance in a trial, to ask
18 you why and to point out those differences. Do you
19 understand that?
20 **A. Yes, sir.**
21 Q. So once we get into it, if you need a break,
22 we can take a break. The only thing is, if we're in
23 the middle of a question, I'll need you to answer the
24 question before we take a break. Do you have any
25 questions?

1 **A. No, sir.**
2 Q. So the next question, I ask it of all the
3 deponents, so don't take offense to it, but are you
4 presently taking or under the influence of any
5 prescription or non-prescription medications?
6 **A. No.**
7 Q. Is there anything else today that would
8 prevent you from giving accurate and truthful
9 testimony?
10 **A. No. Well, I am -- I don't use any kind of**
11 **like -- I have asthma. That's the only thing that I**
12 **use.**
13 Q. Okay. Does the asthma medication you take
14 cause any sort of memory impairment or forgetfulness?
15 **A. No.**
16 Q. All right. So I'm going to have this marked
17 as Exhibit 1.
18 (Exhibit 1 was marked for identification.)
19 BY MR. VAN PATTEN:
20 Q. So is this a document titled Amended Notice
21 of Taking Deposition of Daniel Starling?
22 **A. Where is that at?**
23 Q. In sort of the middle of the caption on
24 page 1. It's underlined in bold.
25 **A. Yes, sir.**

1 Q. And that's the document that you're looking
2 at?
3 **A. Yes, sir.**
4 Q. Have you seen this document before?
5 **A. I believe I have.**
6 Q. Did you review this notice?
7 **A. Actually I haven't got time to look at it,**
8 **look it over.**
9 Q. Okay. Do you want to take a minute to look
10 it over, specifically pages two and three?
11 **A. Sure.**
12 **Okay.**
13 Q. Are you able to testify on these areas of
14 topics today?
15 **A. Yeah.**
16 Q. How did you prepare for the deposition?
17 **A. What do you mean?**
18 Q. Did you review any documents?
19 **A. No, I just -- honestly I have -- I've had**
20 **text messages on my phone and stuff like that.**
21 Q. Did you review those text messages?
22 **A. No. It was on an old phone, and I don't**
23 **have the phone anymore.**
24 Q. Did you talk to anyone about the deposition?
25 **A. No, sir.**

1 Q. Did you communicate with anyone at Chaffin
2 Real Estate Services about the deposition?
3 **A. No, sir.**
4 Q. Another sort of shortcut: If I say Chaffin
5 or Chaffin Real Estate, I'm talking about Chaffin Real
6 Estate Services. Do you understand that?
7 **A. Yes, sir.**
8 Q. Did you communicate with Mr. and Mrs. Kramer
9 about the deposition?
10 **A. No, sir.**
11 Q. Just so that I can get some background
12 information on you, can you just start by telling me
13 your educational history.
14 **A. Just basically high school, all the way up**
15 **through high school.**
16 Q. Where did you go to high school at?
17 **A. Fontana High School in Southern California.**
18 Q. Did you get your degree?
19 **A. Yes.**
20 Q. No college?
21 **A. No, sir.**
22 Q. And no trade school?
23 **A. No.**
24 Q. What's your current occupation?
25 **A. I am currently a driver/heavy equipment**

1 **hauler -- or heavy equipment operator, sorry.**
2 Q. What company do you currently work for?
3 **A. Ormat Technology.**
4 Q. How long have you worked there?
5 **A. Just a little bit over three years.**
6 Q. Before that what were you doing?
7 **A. I worked at Kaiser Foundation Hospitals.**
8 Q. What were you doing at Kaiser?
9 **A. Materials management.**
10 Q. And how long were you doing that?
11 **A. Four years and 11 months.**
12 Q. Okay. What's your current address?
13 **A. 918 Desert Breeze Way, Fernley, Nevada,**
14 **89408.**
15 Q. When did you move there?
16 **A. I moved in there, I believe it was**
17 **September 1st, 2018.**
18 Q. Do you rent or own?
19 **A. I rent.**
20 Q. Where did you live before that?
21 **A. 1740 Autumn Glen, Fernley, Nevada, 89408.**
22 Q. And how long did you live there?
23 **A. March 1st, 2017.**
24 Q. And when did you move out?
25 **A. Just before I moved into this new place.**

1 Q. So it would have been at the end of August
2 of 2018, approximately?
3 **A. Yeah.**
4 Q. When you were living in the Autumn Glen
5 property, did you have any roommates?
6 **A. No.**
7 Q. How much was your rent at the Autumn Glen
8 property?
9 **A. I want to say it was 1300, 1350. I can't**
10 **remember exactly.**
11 Q. Okay. So this is something I sometimes say
12 at the top. So as we go through, there may be times
13 when you need to estimate or approximate. That's
14 fine, just let me know if you are estimating or
15 approximating. Just let me know that, and that's
16 fine.
17 I don't want you to be guessing. And a good
18 example between guessing and estimating is if I asked
19 you how big this table was, you could estimate it just
20 by looking at it, because you've seen it. If I asked
21 you how big the table was at my office, you'd have to
22 guess, because you haven't seen it.
23 So as we get through it, if you need to
24 estimate, that's fine, because I don't want you to
25 guess. But as we go through, if there are dates or

1 amounts that I ask you about that you need to
2 estimate, just let me know that you're estimating
3 that. But that's not a problem.
4 So when was the last payment made on the
5 Autumn Glen property?
6 **A. Beginning of August.**
7 Q. Where did you live before the Autumn Glen
8 property?
9 **A. In Southern California.**
10 Q. Okay. Have you ever been a party to a
11 lawsuit, either as a plaintiff or a defendant?
12 **A. No.**
13 Q. Have you ever been -- aside from traffic
14 offenses, have you ever been convicted of any criminal
15 offenses?
16 **A. No.**
17 Q. I'm going to have this marked as Exhibit 2.
18 (Exhibit 2 was marked for identification.)
19 BY MR. VAN PATTEN:
20 Q. Have you seen this document before?
21 **A. Yeah.**
22 Q. What is this document?
23 **A. It's speaking of the text messages and those**
24 **things that I received from Alyssa McDermott. And I**
25 **can't remember what the company was called, but . . .**

1 Q. On page 1, just to make sure we're looking
2 at the same document, is this document called the
3 Declaration of Daniel Starling down at the bottom?
4 **A. Yes, sir.**
5 Q. Did you prepare this document?
6 **A. I do not believe so.**
7 Q. Who prepared it?
8 **A. I'm not sure.**
9 Q. Do you remember how you received the
10 document?
11 **A. I do not.**
12 Q. Is that your signature at the bottom?
13 **A. Yes, sir.**
14 Q. Before you signed this document did you
15 review it?
16 **A. Yes, sir.**
17 Q. Did you request any revisions to the
18 document?
19 **A. I have no idea. I can't remember.**
20 Q. Did you receive anything in exchange for
21 executing the document?
22 **A. No.**
23 Q. Were you promised anything in exchange for
24 executing the document?
25 **A. No.**

1 Q. Did you have any contact with Mr. and
2 Mrs. Kramer before you moved into the Autumn Glen
3 property?
4 **A. No, only Chaffin.**
5 Q. What contact did you have with Chaffin
6 before you moved into the property?
7 **A. I looked at multiple properties that they**
8 **manage, and I moved in or decided on the 1740.**
9 Q. So they showed you like multiple different
10 prospective locations that you could rent through
11 them?
12 **A. Yes.**
13 Q. After you moved into the property, did you
14 have any contact with Mr. and Mrs. Kramer?
15 **A. Well, before or after Alyssa McDermott?**
16 Q. Let's start before.
17 **A. No.**
18 Q. After?
19 **A. Yes.**
20 Q. And when was that?
21 **A. It was probably July, August. Like I said,**
22 **I can't remember when Alyssa started texting and**
23 **calling and stuff like that.**
24 Q. Of 2018?
25 **A. Yeah.**

1 Q. When you were living at the Autumn Glen
2 property, did you ever receive mail for the Kramers?
3 **A. Yes, and I gave it to the property**
4 **management.**
5 Q. So when you would receive it, you would just
6 turn it over to Chaffin Real Estate?
7 **A. Uh-huh.**
8 Q. When you --
9 MS. KRAMER: Can I just object for one
10 second. Could you please clarify what type of mail
11 you're talking about, because we've never had any mail
12 given to us.
13 MR. VAN PATTEN: This isn't a chance for
14 your testimony. It's a chance for his.
15 I'll ask a few questions to clarify.
16 MS. KRAMER: Thank you.
17 BY MR. VAN PATTEN:
18 Q. What type of mail did you receive on behalf
19 of the Kramers?
20 **A. Well, the only thing that we received was,**
21 **like I said, towards the end, and it was just a packet**
22 **of, looked like important documents. I didn't know**
23 **what it was. It was obviously their mail, you know.**
24 Q. When you received those documents how would
25 you provide that to Chaffin?

1 **A. Hand it to them. Take it into the Chaffin**
2 **office and turn it in.**
3 Q. How many times did you have to take
4 documents into the office?
5 **A. Only once.**
6 Q. And do you remember, was that in 2018, 2017?
7 **A. 2018.**
8 Q. While you were living at the Autumn Glen
9 property were there any documents ever posted on the
10 property?
11 **A. As far as what?**
12 Q. Any documents maybe taped to the house or to
13 the garage?
14 **A. Right towards the end we got the -- I can't**
15 **remember what notice exactly it was, but it was taped**
16 **to our door. And that was right before somebody from**
17 **Alyssa's foundation came up and gave us the rest of**
18 **the papers.**
19 Q. Okay. I'm going to mark this as Exhibit 3.
20 (Exhibit 3 was marked for identification.)
21 BY MR. VAN PATTEN:
22 Q. This is a document. It has a recording
23 stamp in the upper right-hand corner with the number
24 571145. Is that what you're looking at?
25 **A. Yes.**

1 Q. Have you seen this document before?
2 **A. Not that I recollect right offhand.**
3 Q. Does this document appear to be titled
4 Notice of Default and Election to Sell Under Deed of
5 Trust Important Notice?
6 **A. This is it.**
7 Q. I'm going to call this the notice of default
8 going forward. Was the notice of default posted on
9 the property?
10 **A. Not that I can recollect, no.**
11 Q. Did you receive a copy in the mail?
12 **A. One again, not that I can recollect, no.**
13 Q. Was there anyone who would check your mail
14 for you while you lived in Autumn Glen?
15 **A. My ex-fiancee.**
16 Q. What's her name?
17 **A. Maria.**
18 Q. Is this Maria Mendoza?
19 **A. Yes, it is.**
20 Q. Did she live in the Autumn Glen property?
21 **A. Yes.**
22 Q. From when until when?
23 **A. The whole time I lived there.**
24 Q. Okay. Do you have her contact information?
25 **A. As far as what? You want her phone number?**

1 Q. Phone number, e-mail, address?
2 **A. I have no idea what her e-mail address is.**
3 **I can give you her phone number. 909-900-5198.**
4 Q. Did you and Ms. Mendoza ever discuss having
5 seen the notice of default?
6 **A. No. The only time we ever knew anything**
7 **happened was, like I said, when that lady came up and**
8 **handed my ex papers.**
9 Q. If you would have received the notice of
10 default, would that have been a document you also
11 would have turned over to Chaffin?
12 **A. Yes, it would.**
13 Q. Do you remember if you provided a copy of
14 the notice of default to anybody?
15 **A. Of this one?**
16 Q. Yes.
17 **A. I just told you, I didn't see it.**
18 Q. Did you ever discuss the notice of default
19 with anybody?
20 **A. No.**
21 MR. VAN PATTEN: Have this marked as
22 Exhibit 4.
23 (Exhibit 4 was marked for identification.)
24 BY MR. VAN PATTEN:
25 Q. This is a document, appears to be titled

1 Notice of Trustee's Sale. It bears a document number
2 579380 in the upper right-hand corner?
3 **A. Yes, sir.**
4 Q. I'm going to call this the notice of sale
5 going forward. Have you seen this before?
6 **A. Can't say that I have.**
7 Q. Did you ever discuss a foreclosure sale with
8 anybody?
9 **A. No.**
10 Q. Did you know that a foreclosure sale had
11 been set for the Autumn Glen property?
12 **A. The only time that I knew about it was like**
13 **a week before we got the notice. While I was over at**
14 **my neighbor's across the street, he says, "Hey, you're**
15 **selling your house." I said, "What do you mean, I'm**
16 **selling the house?" He said, "It was on Zillow. I**
17 **was thinking about buying it."**
18 Q. What notice was that?
19 **A. There was no notice. It was on Zillow.**
20 Q. What neighbor was that?
21 **A. Just the neighbor right across the street.**
22 Q. Is it directly across the street?
23 **A. Yes.**
24 Q. Did he say how he had found out, other than
25 just through Zillow?

1 **A. Yeah. He was looking for houses to buy on**
2 **Zillow, and he seen that one.**
3 Q. Do you know his name?
4 **A. I know his first name.**
5 Q. What's his first name?
6 **A. Rick.**
7 Q. Did anyone at Chaffin ever advise you to
8 take any action with regard to the foreclosure sale?
9 **A. As far as what?**
10 Q. Any recommended action. Did they -- did
11 Chaffin tell you about the foreclosure sale at any
12 point?
13 **A. No, I informed them.**
14 Q. When did you inform them?
15 **A. When we got the documents that were handed**
16 **to my ex.**
17 Q. And these, again, were the documents from
18 the new owner?
19 **A. I guess. They were from, like I said,**
20 **whatever company Alyssa McDermott is with. Not only**
21 **that, I was getting text messages and stuff like that**
22 **from Alyssa that we needed to start paying the rent to**
23 **them, and I had to go get a copy of my rental**
24 **agreement from Chaffin and give it to her and this and**
25 **that, so . . .**

1 Q. Okay. Did you ever discuss the foreclosure
2 sale with Mr. and Mrs. Kramer?
3 **A. No.**
4 MR. VAN PATTEN: All right. Mark this as
5 Exhibit 5.
6 (Exhibit 5 was marked for identification.)
7 BY MR. VAN PATTEN:
8 Q. This is a document. It's got a title
9 Trustee's Deed Upon Sale. There's a recording stamp
10 in the upper right-hand corner of 581625. Is this the
11 document that you're looking at?
12 **A. Yes, sir.**
13 Q. Have you seen this document before?
14 **A. I don't think so.**
15 Q. Did you ever discuss this document with
16 anybody?
17 **A. No, not that I'm aware of.**
18 Q. Your testimony, has it been complete and
19 accurate?
20 **A. As far as I'm aware, it is.**
21 Q. With regards to the questions that I've
22 asked you so far, do you have anything else that you'd
23 like to add?
24 **A. No.**
25 MR. VAN PATTEN: Does anyone else have any

1 questions they'd like to ask?
2 MR. SCHRIEVER: I have a couple of questions.
3
4 EXAMINATION
5 BY MR. SCHRIEVER:
6 Q. Have you ever owned property before, like
7 real property?
8 **A. No, sir.**
9 Q. So you have never had a house foreclosed on
10 you in the past?
11 **A. No.**
12 Q. Any immediate family members that you're
13 aware of that have had a foreclosure against them?
14 **A. No.**
15 MR. SCHRIEVER: I don't have anything
16 further.
17 MS. KRAMER: I have just one or two
18 questions.
19
20 EXAMINATION
21 BY MS. KRAMER:
22 Q. Daniel, do you have a recollection of
23 telling me that your then partner had seen some
24 notices on the door, but by the time you got home from
25 work they had blown away?

1 **A. It was in 2018.**
2 Q. Would it have been in the winter, spring,
3 summer, fall?
4 **A. It was in the summer.**
5 Q. Summer of 2018. Do you know if that was
6 before or after you had conversations with Alyssa
7 McDermott?
8 **A. That was before.**
9 Q. Do you know approximately how long before?
10 **A. I would say probably at least a month,**
11 **possibly two.**
12 Q. Okay.
13 **A. It wasn't -- wasn't a long, long time, but**
14 **it was a couple of months.**
15 Q. And on Exhibit 2, your declaration says that
16 your conversations with Alyssa McDermott were on
17 May 29th, 2018. So we're looking probably -- those
18 documents probably sometime between February and
19 April; is that a good approximation?
20 **A. Yeah.**
21 MR. SCHRIEVER: All right. I don't have
22 anything further.
23 MR. VAN PATTEN: Do you guys have anything
24 further?
25 MS. KRAMER: No.

1 **A. Yes, I do.**
2 Q. Okay.
3 **A. Those were the ones I was talking about that**
4 **were taped to the door.**
5 Q. Okay. So you never actually got to see
6 those documents yourself?
7 **A. The ones that had blown away, no. Like I**
8 **said, the only ones that I actually got to see -- and**
9 **these may have been them. I don't know. It's been**
10 **over a year ago, you know, so I can't tell you**
11 **100 percent yes or no that that was them.**
12 Q. You don't know what the documents were that
13 were on the door, because they blew away?
14 **A. Correct.**
15 MS. KRAMER: Okay. That's all I have.
16 MR. VAN PATTEN: If no one else has any
17 questions --
18 MR. SCHRIEVER: Just one follow up.
19
20 FURTHER EXAMINATION
21 BY MR. SCHRIEVER:
22 Q. Do you know approximately when that was that
23 the documents were on the door that blew away?
24 **A. No.**
25 Q. Do you know what year?

1 MR. VAN PATTEN: I think we can conclude the
2 deposition. I thank you for your time. Again, you'll
3 have the opportunity to review the transcript when
4 it's prepared.
5 THE WITNESS: Okay.
6 (Whereupon the deposition concluded at 9:35 a.m.)
7 --o0o--
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 --o0o--
2
3 CERTIFICATE OF WITNESS
4
5 I hereby certify under penalty of perjury,
6 that I have read the foregoing deposition, made the
7 changes and corrections that I deem necessary, and
8 approve the same as now true and correct.
9
10 DATED: At _____, _____.
(City) (State)
11
12 This ____ day of _____, 2019.
13
14 _____
15 DANIEL STARLING
16
17
18
19
20
21
22
23
24
25

1 STATE OF NEVADA)
) ss.
2 COUNTY OF WASHOE)
3
4 I, EVELYN J. STUBBS, a Certified Court
5 Reporter in and for the County of Washoe, State of
6 Nevada, do hereby certify:
7 That on Monday, the 16th day of September,
8 2019, at the hour of 9:00 a.m. of said day, at the
9 Courtyard by Marriott, 1 Ballpark Lane, Reno, Nevada,
10 personally appeared DANIEL STARLING, who was duly
11 sworn by me, and thereupon was deposed in the matter
12 entitled herein;
13 That said deposition was taken in stenotype
14 notes by me, a Certified Court Reporter, and
15 thereafter transcribed into typewriting as herein
16 appears;
17 That the foregoing transcript, consisting of
18 pages 1 through 25, is a full, true and correct
19 transcript of my stenotype notes of said deposition to
20 the best of my knowledge, skill and ability.
21 DATED: At Reno, Nevada, this 1st day of
22 October, 2019.
23
24 EVELYN J. STUBBS, CCR #356
25

WORD INDEX

<1>
1 1:10 3:13 4:3 7:17, 18, 24 13:1 27:9, 18
100 23:11
10080 2:13
10100 2:8
11 10:11
12 3:15
1300 11:9
1350 11:9
16 1:17 3:15
16th 4:1 27:7
1740 4:24 5:3 10:21 14:8
18 3:17
18-CV-00663 1:5
1st 10:17, 23 27:21

<2>
2 3:15 12:17, 18 24:15
200 2:13
2016 1:10 2:10
2017 10:23 16:6
2018 10:17 11:2 14:24 16:6, 7 24:1, 5, 17
2019 1:17 4:2 26:10 27:8, 22
21 3:20
22 3:5, 6
220 2:8
23 3:5
25 27:18
258-8200 2:9
29th 24:17

<3>
3 3:15 16:19, 20
356 1:25 27:24
385-2500 2:14

<4>
4 3:14, 17 18:22, 23

<5>
5 3:4, 20 21:5, 6
50 1:10
571145 16:24
579380 19:2
581625 21:10

<7>
7 3:13
702 2:9, 14

<8>
89135 2:9
89145 2:14
89408 10:14, 21

<9>
9:00 4:2 27:8
9:35 25:6
909-900-5198 18:3
918 10:13

<A>
a.m 4:2 25:6 27:8
ability 27:20
able 6:15, 17 8:13
accurate 7:8 21:19
Ace 2:8 4:18
action 20:8, 10
add 21:23
address 6:8 10:12 18:1, 2
advise 20:7
ago 23:10
agreement 20:24
ahead 6:5
allow 5:24
Alta 2:13
ALYSSA 1:8 12:24 14:15, 22 20:20, 22 24:6, 16
Alyssa's 16:17
Amended 3:13 7:20
amounts 12:1
answer 5:15, 25 6:1, 6, 7, 23
answering 5:17
answers 5:19
anybody 18:14, 19 19:8 21:16
anymore 8:23
appear 17:3
APPEARANCES 2:1
appeared 4:5 27:10
Appearing 2:4
appears 18:25 27:16
appropriately 5:17
approve 26:8
approximate 11:13
approximately 11:2 23:22 24:9
approximating 11:15
approximation 24:19
April 24:19
areas 8:13
aside 12:13
asked 11:18, 20 21:22
assume 5:16
asthma 7:11, 13
Attorneys 2:7, 12
AUDREY 1:5 2:3
August 11:1 12:6 14:21
Autumn 4:24 5:3 10:21 11:4, 7 12:5, 7 14:2 15:1 16:8 17:14, 20 19:11
avp@tblaw.com 2:10
aware 21:17, 20 22:13

<B>
background 9:11
Ballpark 4:3 27:9
basically 9:14
bears 19:1
Beginning 12:6
behalf 15:18
believe 6:14 8:5 10:16 13:6
best 27:20
big 11:19, 21
bit 10:5
blew 23:13, 23
blown 22:25 23:7
bold 7:24
BOSCO 2:7
bottom 13:3, 12
Boulevard 2:8
break 6:21, 22, 24
BRECKENRIDGE 1:9 2:10
Breeze 10:13
brevity 5:2
buy 20:1
buying 19:17

<C>
California 9:17 12:9
call 17:7 19:4
called 4:8 12:25 13:2
calling 14:23
caption 7:23
Case 1:5
cause 7:14
CCR 1:25 27:24
CERTIFICATE 26:3
Certified 27:4, 14
certify 26:5 27:6
Chaffin 9:1, 4, 5 14:4, 5 15:6, 25 16:1 18:11 20:7, 11, 24
chance 15:13, 14
changes 26:7
Charleston 2:8
check 17:13
City 26:10
clarify 5:15 15:10, 15
clarity 5:2
college 9:20
communicate 9:1, 8
company 10:2 12:25 20:20
complete 21:18
conclude 25:1
concluded 25:6
consisting 27:17
contact 14:1, 5, 14 17:24
conversations 24:6, 16
convicted 12:14

copy 17:11 18:13 20:23
corner 16:23 19:2 21:10
CORPORATION 1:8 2:6 4:19, 22
Correct 23:14 26:8 27:18
corrections 6:13, 16 26:7
COUNTY 1:2 27:2, 5
couple 22:2 24:14
COURT 1:1 5:10 27:4, 14
Courtyard 4:3 27:9
criminal 12:14
current 9:24 10:12
currently 9:25 10:2

<D>
DANIEL 1:16 3:2, 13, 15 4:5, 7, 16 7:21 13:3 22:22 26:14 27:10
D-A-N-I-E-L 4:16
DATED 26:10 27:21
dates 11:25
day 4:2, 3 26:10 27:7, 8, 21
decided 14:8
Declaration 3:15 13:3 24:15
Deed 3:17, 20 17:4 21:9
deem 26:7
DEFAULT 1:8 2:6 3:15 4:19, 22 17:4, 7, 8 18:5, 10, 14, 18
Defendant 2:6, 10 12:11
Defendants 1:11 4:8
degree 9:18
deponents 7:3
deposed 5:6 27:11
DEPOSITION 1:16 3:13 4:25 5:9 6:12 7:21 8:16, 24 9:2, 9 25:2, 6 26:6 27:13, 19
Dept 1:6
DERMOTT 1:9
Desert 10:13
differences 6:18
different 14:9
directly 19:22
discuss 4:23 18:4, 18 19:7 21:1, 15
DISTRICT 1:1
document 7:20 8:1, 4 12:20, 22 13:2, 5, 10, 14, 18, 21, 24 16:22 17:1, 3 18:10, 25 19:1 21:8, 11, 13, 15
documents 8:18 15:22, 24 16:4, 9, 12 20:15, 17 23:6, 12, 23 24:18
doing 10:6, 8, 10
door 16:16 22:24 23:4, 13, 23
Drive 2:13
driver/heavy 9:25
duly 4:9 27:10

<E>
easier 5:23
educational 9:13
either 12:11
Election 3:15 17:4
e-mail 18:1, 2
entitled 27:12
equipment 9:25 10:1
Esq 2:8, 13
Estate 9:2, 5, 6 15:6
estimate 11:13, 19, 24 12:2
estimating 11:14, 18 12:2
EVELYN 1:25 4:4 27:4, 24
ex 18:8 20:16
exactly 11:10 16:15
EXAMINATION 3:3 4:12 22:4, 20 23:20
examined 4:10
example 11:18
exchange 13:20, 23
executing 13:21, 24
ex-fiancee 17:15
Exhibit 7:17, 18 12:17, 18 16:19, 20 18:22, 23 21:5, 6 24:15
EXHIBITS 3:9

<F>
fall 24:3
family 22:12
far 16:11 17:25 20:9 21:20, 22
February 24:18
feel 6:13
Fernley 4:24 10:13, 21
fine 6:5 11:14, 16, 24
finish 5:24
finished 6:1
first 4:9 20:4, 5
follow 23:18
follows 4:10
Fontana 9:17
foreclosed 22:9
foreclosure 19:7, 10 20:8, 11 21:1 22:13
foregoing 26:6 27:17
forgetfulness 7:14
forward 17:8 19:5
found 19:24
Foundation 10:7 16:17
Four 10:11
full 27:18
FUND 1:9 2:10
further 22:16 23:20 24:22, 24

<G>
garage 16:13
getting 20:21
give 18:3 20:24
given 15:12
giving 5:10 7:8
Glen 4:24 5:3, 4 10:21 11:4, 7 12:5, 7 14:2 15:1 16:8 17:14, 20 19:11
go 6:5 9:16 11:12, 25 20:23
going 4:20 5:13, 15 7:16 12:17 16:19 17:7, 8 19:4, 5
good 11:17 24:19
guess 11:22, 25 20:19
guessing 11:17, 18
guys 24:23

<H>
Hand 16:1
handed 18:8 20:15
happened 18:7
hauler 10:1
head 5:19
hear 4:21
heavy 10:1
Hey 19:14
high 9:14, 15, 16, 17
history 9:13
home 22:24
honestly 8:19
Hospitals 10:7
hour 4:2 27:8
house 16:12 19:15, 16 22:9
houses 20:1
huh-uh 5:20
HUTCHISON 2:12

<I>
idea 13:19 18:2
identification 7:18 12:18 16:20 18:23 21:6
immediate 22:12
impairment 7:14
important 15:22 17:5
inaccurately 6:14
INCLUSIVE 1:10
INDEX 3:9
influence 7:4
inform 20:14

information 9:12 17:24
informed 20:13
instance 5:11 6:17
instructed 6:7
issue 6:8

<J>
JUDICIAL 1:1
July 14:21

<K>
Kaiser 10:7, 8
kind 7:10
knew 18:6 19:12
know 5:14 11:14, 15 12:2 15:22, 23 19:10 20:3, 4 23:9, 10, 12, 22, 25 24:5, 9
knowledge 27:20
KRAMER 1:5 2:3 3:6 9:8 14:2, 14 15:9, 16 21:2 22:17, 21 23:15 24:25
Kramers 15:2, 19

<L>
lady 18:7
Lane 4:4 27:9
Las 2:9, 14
Law 2:7, 12
lawsuit 12:11
LEO 1:5 2:3
little 10:5
live 10:20, 22 12:7 17:20
lived 17:14, 23
living 11:4 15:1 16:8
LLC 1:10 2:10
locations 14:10
long 10:4, 10, 22 24:9, 13
look 8:7, 8, 9
looked 14:7 15:22
looking 8:1 11:20 13:1 16:24 20:1 21:11 24:17
LYON 1:2

<M>
mail 15:2, 10, 11, 18, 23 17:11, 13
manage 14:8
management 10:9 15:4
March 10:23
Maria 17:17, 18
mark 16:19 21:4
MARKED 3:12 7:16, 18 12:17, 18 16:20 18:21, 23 21:6
Marriott 4:3 27:9
Materials 10:9
matter 27:11
Matthew 2:13
MC 1:8
McDermott 12:24 14:15 20:20 24:7, 16
mean 8:17 19:15
medication 7:13
medications 7:5
members 22:12
memory 7:14
Mendoza 17:18 18:4
messages 8:20, 21 12:23 20:21
middle 6:23 7:23
minute 8:9
MONDAY 1:17 4:1 27:7
month 24:10
months 10:11 24:14
move 10:15, 24
moved 10:16, 25 14:2, 6, 8, 13
mschriever@hutchlegal.com 2:15
multiple 14:7, 9

<N>
name 4:14, 18 17:16 20:3, 4, 5
NATIONAL 1:8 2:6 4:19, 21
NDSC 4:20, 21
NDSC000022-NDSC000028 3:17
NDSC000032-NDSC000034 3:19
NDSC000035-NDSC000038 3:20
necessary 6:13 26:7
need 6:21, 23 11:13, 23 12:1
needed 20:22
neighbor 19:20, 21
neighbor's 19:14
NEVADA 1:2, 18 2:9, 14 4:4 10:13, 21 27:1, 6, 9, 21
never 15:11 22:9 23:5
new 10:25 20:18
nodding 5:19
non-prescription 7:5
notes 27:14, 19
Notice 3:13, 15, 17 4:1 7:20 8:6 16:15 17:4, 5, 7, 8 18:5, 9, 14, 18 19:1, 4, 13, 18, 19
notices 22:24
NUMBER 3:12 16:23 17:25 18:1, 3 19:1

<O>
o0o 25:7 26:1
oath 5:8
object 6:4 15:9
obviously 15:23
occupation 9:24
October 27:22
offense 7:3
offenses 12:14, 15
offhand 17:2
office 11:21 16:2, 4
Okay 5:5 6:3 7:13 8:9, 12 10:12 11:11 12:10 16:19 17:24 21:1 23:2, 5, 15 24:12 25:5
old 8:22
once 6:21 16:5
ones 23:3, 7, 8
oOo 1:3
operator 10:1
opportunity 6:12 25:3
Ormat 10:3
owned 22:6
owner 20:18

<P>
P.A 2:7
packet 15:21
PAGE 3:3 7:24 13:1
pages 3:14, 15 8:10 27:18
papers 16:18 18:8
partner 22:23
party 12:10
Patten 2:8 3:4 4:13, 18 7:19 12:19 15:13, 17 16:21 18:21, 24 21:4, 7, 25 23:16 24:23 25:1
paying 20:22
payment 12:4
penalty 26:5
percent 23:11
perjury 26:5
Persona 2:4
personally 4:5 27:10
phone 8:20, 22, 23 17:25 18:1, 3
place 10:25
plaintiff 12:11
Plaintiffs 1:6 2:3
please 4:14 5:24 15:10
point 4:20 6:5, 8, 18 20:12
possibly 24:11
posted 16:9 17:8
prepare 8:16 13:5
prepared 13:7 25:4
prescription 7:5
presently 7:4
prevent 7:8
probably 4:19

14:21 24:10, 17, 18
problem 12:3
promised 13:23
Proper 2:4
properties 14:7
PROPERTY 1:9 2:10 4:23 5:2, 3, 4 11:5, 8 12:5, 8 14:3, 6, 13 15:2, 3 16:9, 10 17:9, 20 19:11 22:6, 7
prospective 14:10
provide 5:25 15:25
provided 18:13
PURSUANT 4:1

< Q >
question 5:14, 15, 16, 25 6:2, 23, 24 7:2
questions 6:4, 25 15:15 21:21 22:1, 2, 18 23:17

< R >
read 26:6
Real 9:2, 5 15:6 22:7
receive 13:20 15:2, 5, 18 17:11
received 12:24 13:9 15:20, 24 18:9
recollect 17:2, 10, 12
recollection 22:22
recommended 20:10
record 4:15
recorded 5:18, 22
recording 16:22 21:9
referring 4:21 5:3
regard 20:8
regards 21:21
remember 11:10 12:25 13:9, 19 14:22 16:6, 15 18:13
Reno 1:18 4:4 27:9, 21
rent 10:18, 19 11:7 14:10 20:22
rental 20:23
repeat 5:14
Reported 1:25
Reporter 27:5, 14
represent 4:18
request 13:17
rest 16:17
review 6:12 8:6, 18, 21 13:15 25:3
revisions 13:17
Rick 20:6
right 6:15 7:16 16:14, 16 17:2 19:21 21:4 24:21
right-hand 16:23 19:2 21:10
roommates 11:5

< S >
sake 5:1
Sale 3:17, 20 19:1, 4, 7, 10 20:8, 11 21:2, 9
saying 4:21
says 19:14 24:15
school 9:14, 15, 16, 17, 22
Schriever 2:13 3:5 22:2, 5, 15 23:18, 21 24:21
second 15:10
see 18:17 23:5, 8
seen 8:4 11:20, 22 12:20 17:1 18:5 19:5 20:2 21:13 22:23
Sell 3:17 17:4
selling 19:15, 16
SEPTEMBER 1:17 4:2 10:17 27:7
Services 9:2, 6
SERVICING 1:8 2:6 4:19, 22
set 19:11
shortcut 5:1 9:4
shorten 4:20
showed 14:9
sign 6:15
signature 13:12
signed 13:14
sir 5:7, 12, 21 6:10, 20 7:1, 25 8:3, 25 9:3, 7, 10, 21 13:4, 13, 16 19:3 21:12 22:8
skill 27:20
somebody 16:16
sorry 10:1
sort 7:14, 23 9:4
Southern 9:17 12:9
speaking 12:23
specifically 6:7 8:10
spell 4:14
spring 24:2
ss 27:1
stamp 16:23 21:9
STARLING 1:16 3:2, 13, 15 4:5, 7, 16 7:21 13:3 26:14 27:10
S-T-A-R-L-I-N-G 4:17
start 6:2 9:12 14:16 20:22
started 14:22
state 4:14 26:10 27:1, 5
STEFFEN 2:12
stenotype 27:13, 19
Street 4:24 5:4 19:14, 21, 22
STUBBS 1:25 4:4 27:4, 24
stuff 8:20 14:23 20:21
Suite 2:8, 13
summer 24:3, 4, 5
sure 6:1 8:11 13:1, 8
sworn 4:9 27:11

< T >
table 11:19, 21
take 6:22, 24 7:3, 13 8:9 16:1, 3 20:8
taken 27:13
talk 8:24
talking 9:5 15:11 23:3
taped 16:12, 15 23:4
Technology 10:3
tell 20:11 23:10
telling 9:12 22:23
testified 4:10
testify 8:13
testimony 5:9, 10 7:9 15:14 21:18
text 8:20, 21 12:23 20:21
texting 14:22
Thank 15:16 25:2
thing 6:22 7:11 15:20
things 12:24
think 21:14 25:1
thinking 19:17
THIRD 1:1
three 8:10 10:5
TIFFANY 2:7
time 8:7 17:23 18:6 19:12 22:24 24:13 25:2
times 11:12 16:3
title 21:8
titled 7:20 17:3 18:25
today 4:23, 25 5:9 7:7 8:14
told 18:17
top 11:12
topics 8:14
trade 9:22
traffic 12:13
transcribed 6:14 27:15
transcript 6:12 25:3 27:17, 19
trial 5:11 6:17
true 26:8 27:18
Trust 3:17 17:5
Trustee's 3:17, 20 19:1 21:9
truthful 7:8
try 5:14
turn 5:25 15:6 16:2
turned 18:11
two 8:10 22:17

24:11
type 15:10, 18
typewriting 27:15

<U>
uh-huh 5:20 15:7
underlined 7:24
understand 5:8, 13, 20 6:9, 19 9:6
understood 5:16 6:6
upper 16:23 19:2 21:10
use 6:17 7:10, 12

<V>
Van 2:8 3:4 4:13, 18 7:19 12:19 15:13, 17 16:21 18:21, 24 21:4, 7, 25 23:16 24:23 25:1
Vegas 2:9, 14
verbal 5:19
vs 1:7

<W>
want 8:9 11:9, 17, 24 17:25
WASHOE 27:2, 5
way 9:14 10:13
WEDGWOOD 1:9
week 19:13
Well 7:10 14:15 15:20
We're 4:23, 24 5:18 6:22 13:1 24:17
West 2:8, 13
we've 15:11
William 4:16
W-I-L-L-I-A-M 4:17
winter 24:2
WITNESS 3:2 4:8 25:5 26:3
work 5:23 10:2 22:25
worked 10:4, 7

<Y>
Yeah 8:15 11:3 12:21 14:25 20:1 24:20
year 23:10, 25
years 10:5, 11

<Z>
Zillow 19:16, 19, 25 20:2

CHASE MONTHLY STATEMENTS/ENVELOPES

E

4465

CHASE

Cus[illegible]rvice 1-888-520-6447
Includes 24/7 Automated Response
Monday - Friday 7 a.m. - 7 p.m. (CST)
Deaf or Hard of Hearing (TTY) 1-800-582-0542

chase.com

Home Equity Line of Credit Statement

Account Number	3500026861
Statement Period	01/13/2018 - 02/12/2018
Minimum Payment	**$769.38**

14459 WQD Z 04318 D - BRE
LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

Explanation of Payment Amount

Principal	$0.00
Interest	$769.38
Monthly Payment	**$769.38**

Line of Credit Overview (as of 02/12/2018)

Unpaid Principal Balance	$167,755.82
Credit Line	$176,000.00
Available for Use	$0.00
Interest Rate	5.40000%
Recoverable Corporate Advance	$10,612.40

Your Unpaid Principal Balance is not a payoff quote. Learn more about the payoff process by calling the phone number at the top of this statement.

Account Summary

Previous Balance	$205,719.41
Payments/Credits	$0.00
Other Credits	$0.00
Fees Chrgd/Advances	$0.00
Interest Charged	$769.38
New Balance [2]	$206,488.79
Escrow Payment (Taxes and/or Insurance)	$0.00

[2] This is not a payoff amount. To request a payoff quote, please call our 24-hour automated system at 1-877-505-2894.

Transaction Activity Since Your Last Statement

Transaction Date	Description	Total Received	Principal	Interest	Escrow	Fees	Unapplied Funds
	No transactions since your last statement						

Important Messages

If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. These benefits and protections may include protection from foreclosure or eviction without a court order, and in some cases, interest rate and fee benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. In addition, some state laws may allow Servicemembers to request a payment deferral.

For more information, please call Chase Military Services at 1-877-469-0110.

The Corporate Advance Balance may include expenses for inspections, home valuations, legal fees, property maintenance and other costs. It is listed under the Loan Overview section.

Please refer to the bankruptcy information in this statement for more information relating to your case.

(44 of 2)

CHASE

r Service 1-866-520-6447
24/7 Automated Response
Monday - Friday 7 a.m. - 7 p.m. (CST)
Deaf or Hard of Hearing (TTY) 1-800-582-0542

chase.com

Home Equity Line of Credit Statement

Account Number	3500026861
Statement Period	12/13/2017 - 01/12/2018
Minimum Payment	**$767.08**

00952 WQD Z 01218 D - BRE
LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

Explanation of Payment Amount

Principal	$0.00
Interest	$767.08
Monthly Payment	**$767.08**

Line of Credit Overview (as of 01/12/2018)

Unpaid Principal Balance	$167,755.82
Credit Line	$176,000.00
Available for Use	$0.00
Interest Rate	5.40000%
Recoverable Corporate Advance	$10,612.40

Your Unpaid Principal Balance is not a payoff quote. Learn more about the payoff process by calling the phone number at the top of this statement.

Account Summary

Previous Balance	$204,952.33
Payments/Credits	$0.00
Other Credits	$0.00
Fees Chrgd/Advances	$0.00
Interest Charged	$767.08
New Balance [2]	$205,719.41
Escrow Payment (Taxes and/or Insurance)	$0.00

[2] This is not a payoff amount. To request a payoff quote, please call our 24-hour automated system at 1-877-505-2894.

Transaction Activity Since Your Last Statement

Transaction Date	Description	Total Received	Principal	Interest	Escrow	Fees	Unapplied Funds
	No transactions since your last statement						

Important Messages

If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. These benefits and protections may include protection from foreclosure or eviction without a court order, and in some cases, interest rate and fee benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. In addition, some state laws may allow Servicemembers to request a payment deferral.

For more information, please call Chase Military Services at 1-877-469-0110.

The Corporate Advance Balance may include expenses for inspections, home valuations, legal fees, property maintenance and other costs. It is listed under the Loan Overview section.

Please refer to the bankruptcy information in this statement for more information relating to your case.

4467

CHASE

Bankruptcy Information

Loan Number	3500026861
Statement Period	11/12/2017 - 12/12/2017
Property Address	1740 AUTUMN GLEN ST FERNLEY NV 89408

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter: 7	
Bankruptcy Status	Discharged
Contractual Due Date (For Informational Purposes Only)	11/09/2010
Interest Rate	5.15000%
Late Charge Fee (per month)	$36.69
Current Maturity Date	05/2038
Current Principal Balance [1]	$167,755.82

[1] This is your Principal Balance only, not the amount required to pay your loan in full.

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-520-6447.

Please detach and return the bottom portion of this statement with your payment using the enclosed envelope.

(4468)

CHASE

Bankruptcy Information

Loan Number	3500026861
Statement Period	08/13/2017 - 09/12/2017
Property Address	1740 AUTUMN GLEN ST FERNLEY NV 89408

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter: 7	
Bankruptcy Status	Discharged
Contractual Due Date (For Informational Purposes Only)	11/09/2010
Interest Rate	5.15000%
Late Charge Fee (per month)	$36.69
Current Maturity Date	05/2038
Current Principal Balance [1]	$167,755.82

[1] This is your Principal Balance only, not the amount required to pay your loan in full.

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-520-6447.

▼ Please detach and return the bottom portion of this statement with your payment using the enclosed envelope. ▼

4469

CHASE

Bankruptcy Information

Loan Number	3500026861
Statement Period	07/13/2017 - 08/12/2017
Property Address	1740 AUTUMN GLEN ST FERNLEY NV 89408

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

2245098014007094139003020000000

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter: 7	
Bankruptcy Status	Discharged
Contractual Due Date (For Informational Purposes Only)	11/09/2010
Interest Rate	5.15000%
Late Charge Fee (per month)	$36.40
Current Maturity Date	05/2038
Current Principal Balance [1]	$167,755.82

[1] **This is your Principal Balance only, not the amount required to pay your loan in full.**

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-520-6447.

Please detach and return the bottom portion of this statement with your payment using the enclosed envelope.

4470

CHASE

Bankruptcy Information

Loan Number	3500026861
Statement Period	05/14/2017 - 06/12/2017
Property Address	1740 AUTUMN GLEN ST FERNLEY NV 89408

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter: 7	
Bankruptcy Status	Discharged
Contractual Due Date (For Informational Purposes Only)	11/09/2010
Interest Rate	4.90000%
Late Charge Fee (per month)	$33.78
Current Maturity Date	05/2038
Current Principal Balance [1]	$167,755.82

[1] This is your Principal Balance only, not the amount required to pay your loan in full.

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-243-5851.

1635098019007050090003020000000

Please detach and return the bottom portion of this statement with your payment using the enclosed envelope

4471

CHASE

Home Equity Line Of Credit Statement
Statement Period: 12-14-16 through 01-13-17

Account Number: 00429400726861

Last Payment Received: 08-29-16	$6,642.67
New Minimum Payment Due:	02-09-17
New Minimum Payment Amount:	$31,331.41

Line Information as of 01-13-17

Credit Line:	$176,000.00
Available for use:	$0.00
Prior Year Interest Paid:	$0.00

0000442 HLS 003 01317 D - BRE

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

0145294002001004420010000000

News You Can Use

Your line of credit is blocked. This means that you can't draw from your line of credit at this time. However, it's important that you make your monthly payments by your scheduled due date. If you have any questions, please call us at 1-800-836-5656 Monday through Friday from 8 a.m.–midnight or Saturday from 8 a.m.–8 p.m. Eastern Time.

YOUR ACCOUNT IS PAST DUE. PLEASE MAKE A PAYMENT TODAY.

Previous Statement Balance	$203,870.76
(-) Payments/Credits	$0.00
(+) Debits/Advances	$0.00
(+) Debits/Fees/Finance Charges	$0.00
(=) Current Statement Balance**	$203,870.76

**This is not a payoff amount. Please contact us to request a payoff quote.

To Contact Us:	
By Phone:	(800) 836-5656
Para Español:	(800) 800-5626
Hearing Impaired:	(800) 582-0542
Internet:	www.chase.com

Activity Since Your Last Statement

Post Date	Description	Payments/ Credits	Debits/ Advances/Fees	Principal Balance After Transaction
12-14-16	Balance Forward			$167,755.82
12-14-16	Revolving Beginning **ANNUAL PERCENTAGE RATE** 4.40% Daily Periodic Rate .00012021			
12-14-16	Lock 001 Beginning **ANNUAL PERCENTAGE RATE** 0.00% Daily Periodic Rate .00000000			
12-15-16	Revolving Rate Changed To 4.65% **ANNUAL PERCENTAGE RATE** Daily Periodic Rate .00012704			
01-01-17	Revolving Beginning **ANNUAL PERCENTAGE RATE** 4.65% Daily Periodic Rate .00012739			
01-13-17	**FINANCE CHARGE** (Interest) Accrued 12-14-16 Thru 01-13-17		$0.00	

Your activity is continued on the next page

4472

CHASE

OH4-7399
PO BOX 182613
Columbus, OH 43218

FOR UNDELIVERABLE MAIL ONLY

PRESORTED
FIRST CLASS
MAIL
U.S. POSTAGE
PAID
NSP

Statement Enclosed

957 NFE 1081717I0001/18/18
ACS<-

KRAMER
2364 REDWOOD RD
HERCULES CA 94547-1145

BC: 945471145 64 *4212-00832-18-34

013 LIZYAP1 94547 1145

CHASE

OH4-7399
PO BOX 182613
Columbus, OH 43218

FOR UNDELIVERABLE MAIL ONLY

PRESORTED
FIRST CLASS
MAIL
U.S. POSTAGE
PAID
NSP

Statement Enclosed

957 NFE 1081717I0002/17/18
ACS<-

KRAMER
2364 REDWOOD RD
HERCULES CA 94547-1145

BC: 945471145 64 *4212-00961-17-46

013 ATBNZP1 94547 1145

(4473)

TRANSCRIPT OF DEPOSITION OF AUDREY KRAMER

F

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

--oOo--

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD, INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 Dept. No.: I

DEPOSITION OF AUDREY KRAMER

MONDAY, SEPTEMBER 16, 2019

Reno, Nevada

Reported by: EVELYN J. STUBBS, CCR #356

APPEARANCES:

For the Plaintiffs:
LEO KRAMER and AUDREY KRAMER
Appearing In
Proper Persona

For the Defendant National Default Servicing Corporation:
TIFFANY & BOSCO, P.A.
Attorneys at Law
By: Ace C. Van Patten, Esq.
10100 West Charleston Boulevard, Suite 220
Las Vegas, Nevada 89135
(702) 258-8200
avp@tiblaw.com

For the Defendant Breckenridge Property Fund 2016 LLC:
HUTCHISON & STEFFEN
Attorneys at Law
By: Matthew K. Schriever, Esq.
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
(702) 385-2500
mschriever@hutchlegal.com

INDEX

THE WITNESS: AUDREY KRAMER

EXAMINATION	PAGE
By Mr. Van Patten	5, 86
By Mr. Schriever	69

* * *

INDEX OF EXHIBITS

NUMBER:		MARKED:
1 -	Amended Notice of Taking Deposition of Audrey Kramer (5 pages)	9
2 -	Chase Bankruptcy Information and Home Equity Line of Credit (12 pages)	12
3 -	Washington Mutual Agreement and Disclosure (10 pages) NDSC000001-NDSC000010	36
4 -	Washington Mutual Deed of Trust NDSC000011-NDSC000020	36
5 -	Notice of Default and Election to Sell Under Deed of Trust NDSC000022-NDSC000028	45
6 -	E-mail from Audrey Kramer to Debi Taylor, October 16, 2017 (1 page)	47
7 -	Various Documents from Chaffin Real Estate (94 pages)	48
8 -	E-mail from Audrey Kramer to Debi Taylor, October 24, 2017 (1 page)	53

INDEX OF EXHIBITS (cont'd)

NUMBER:		MARKED:
9 -	Notice of Trustee's Sale NDSC000032-NDSC000034	56
10-	Trustee's Deed Upon Sale NDSC000035-NDSC000038	62

PURSUANT TO NOTICE, and on Monday, the 16th day of September, 2019, at the hour of 1:34 p.m. of said day, at the Courtyard by Marriott, 1 Ballpark Lane, Reno, Nevada, before me, Evelyn J. Stubbs, personally appeared AUDREY KRAMER.

AUDREY KRAMER,
called as a witness by the defendants herein,
being first duly sworn,
was examined and testified as follows:

EXAMINATION

BY MR. VAN PATTEN:

Q. Can you please state your name and spell it for the record?

A. Audrey Elaine Kramer, A-U-D-R-E-Y, E-L-A-I-N-E, K-R-A-M-E-R.

Q. And originally you were scheduled to appear at the 3:30, but by the consent of the parties we agreed to move you to the 1:30 time; is that correct?

A. Yes, it is.

Q. So you've heard before, my name is Ace Van Patten. I'm representing National Default Servicing Corporation. We're here for your deposition today, as it pertains to the property located at 1740 Autumn Glen Street in Fernley.

1 As I have all morning, if I'm referring to
2 NDSC, that's National Default Servicing Corporation.
3 If I'm referring to the property or Autumn Glen or the
4 subject property, the property I'm referring to is
5 1740 Autumn Glen in Fernley.
6 Have you been deposed before?
7 **A. I have.**
8 Q. When was that?
9 **A. I had a catastrophic back injury. And I**
10 **don't remember the year. It was a long time ago.**
11 Q. Was it five years ago? Ten years ago?
12 **A. More than five.**
13 Q. As I'm sure they told you, do you understand
14 that your testimony here today, you're under oath and
15 it has the same weight and gravity as it would in a
16 court of law?
17 **A. I do.**
18 Q. And if you don't understand a question as we
19 go forward, please let me know and I'll rephrase it or
20 try to clarify. But if you answer it, I'm going to
21 assume that you understood it and that you're
22 answering it appropriately.
23 As we are being recorded, we can't have any
24 nonverbal answers like shaking or nodding. We can't
25 have uh-huh or huh-uh, we need yes or no answers. Do

1 **would give us a complimentary copy.**
2 Q. Yes. We'll provide you a courtesy copy of
3 the transcripts.
4 **A. Thank you.**
5 Q. Any questions so far?
6 **A. No.**
7 Q. Again, we can take a break if you need it,
8 we just can't take a break in the middle of a
9 question. So we'll have to finish a question before
10 we proceed --
11 **A. I understand.**
12 Q. -- before we take a break. And I think I
13 skipped over it, but we'll also have to work together
14 to make sure we're not talking over each other. I'll
15 let you finish an answer before I pose another
16 question, and if you could wait until I finish my
17 question before you answer.
18 **A. Okay.**
19 Q. So as I asked all the other deponents this
20 morning, are you presently taking or are you under the
21 influence of any medications, alcoholic beverages or
22 controlled substances?
23 **A. No. I do take heart medicine, but I'm not**
24 **taking any narcotics or controlled substances, except**
25 **for Benadryl at night, but it won't impair my ability**

1 you understand that?
2 **A. I do.**
3 Q. And I know you've heard me say it this
4 morning, but do you understand the difference between
5 an estimate and a guess?
6 **A. I do.**
7 Q. I'll save my table example, since you've
8 already heard it.
9 **A. It's probably good for me, because I would**
10 **have a hard time estimating this.**
11 Q. I think the idea, though, is that you could
12 at least have some basis of information for
13 determining this as opposed to you have no idea what
14 the table in my office would look like.
15 **A. Got it.**
16 Q. As always, someone may object to my
17 questions. That's fine. Just answer it, unless
18 you've been instructed not to, in which case we will
19 approach it at that time. And you'll have the
20 opportunity to review the transcript of the deposition
21 and have the chance to correct whatever you feel is
22 necessary, if you believe something was inaccurately
23 recorded. I will caution you, though, that I may be
24 able to comment on that change in any trial.
25 **A. Okay. And for the record, you said you**

1 **to talk or think.**
2 Q. Is there any reason today that you believe
3 you would be prevented from giving accurate or
4 truthful testimony?
5 **A. No.**
6 Q. I'll mark this as Exhibit 1.
7 **A. Is it okay if I take notes while you ask**
8 **questions?**
9 Q. Sure.
10 (Exhibit 1 was marked for identification.)
11 BY MR. VAN PATTEN:
12 Q. Is this document the Amended Notice of
13 Taking Deposition of Audrey Kramer?
14 **A. Yes, It is.**
15 Q. Have you seen this document before?
16 **A. Yes, I have.**
17 Q. And when was that?
18 **A. I saw it initially when it was first sent to**
19 **me, but it had that you represented the plaintiff.**
20 **And I compared this after you made the correction, and**
21 **it seems to be identical, other than making that**
22 **correction.**
23 Q. Did you review the areas of inquiry on pages
24 two and three?
25 **A. I did.**

Q. And are you here today to testify on all those areas?
A. I am.
Q. Did you speak with an attorney about the deposition today?
A. No, I did not.
Q. How did you prepare for the deposition?
A. Well, I read your questions and I reviewed my many numerous legal papers and filings and the e-mail thread that Chaffin supplied to you, I was copied on the e-mail that they sent to you. And so I printed out all of their documents and read them.
Q. How much time did you spend?
A. I live and breathe this 24/7 it seems like, so probably ten-plus hours at least.
Primarily -- if I may add to that -- so I could see what I had to get for you, in terms of the documentation you were requesting, and discern what you already had in your possession through court filings, et cetera, or other parties.
Q. Did you bring any new documents with you today?
A. I think there's some new documents here that you maybe don't have, but yes, I did.
Q. Sure. Can I review those documents?

A. Sure. So what I brought you was proof of an address change with the post office, and then a couple of statements with the envelopes attached that show the change of address posted. These are Chase statements.
Q. Okay.
A. And so it shows the address of 121 to 2364 Redwood Road, which is your current address. So I brought you evidence. And also the dates on this is after -- I think it starts, I think, in January of 2018. Yeah, January 2018 and December 13th, 2017, to January 12th, 2018. There's two documents here and the envelopes are attached.
Then I brought additional statements that show also the address of the mailings to our 121 Cardinal Way property. And then there are some other statements here to bring to your attention where -- here it is. This was the property when we lived in Alameda at 1229 Galena Boulevard. And it showed this was in January 15th of 2014.
And then I believe the next one was we were missing the February -- well, this says February through March. It shows the address of 121 Cardinal Way. So it shows that Chase knew our address back in 2014, the correct mailing address.

And this -- these other documents go through I think, well, you can look at them, November 2017 to December 2017 with the 121 Cardinal Way. There's August. Some of our statements we're missing, but we have enough to show the address, that Chase was aware of our address and that that information should have been or was discoverable.
So I brought those for you to support --
Q. Okay. Are these original copies?
A. Original copies, yes.
Q. And these documents have not been disclosed?
A. Not all of them. I think maybe the ones that have bankruptcy discharge on them. There's I think -- I could show you. These I believe have been disclosed already, but these have not.
Q. Okay. I'm just going to mark these collectively as Exhibit 2.
A. It's a proof of change of address or proof of address, that's what I call the folder. You're welcome to the folder, if you'd like.
Q. No. Thank you, though.
A. No problem.
Q. We will mark that as Exhibit 2.
(Exhibit 2 was marked for identification.)
///

BY MR. VAN PATTEN:
Q. Who else have you spoken with about the deposition?
A. The first person I spoke with about the deposition was Lee Anne Chaffin, because she called me to tell me that she had received subpoenas and request for deposition. And she asked why I hadn't told her about it. And I said, "I didn't know about it. I had not received it."
So she told me that she was confused, because on the -- I don't know if it was the subpoena or the deposition or both, she said that you were listed as the defense attorney for plaintiff. And she said she called your office, because she believed that you were my attorney. And I said, "No, he's the attorney for the other side, for the defense."
So she said, "Well, that's kind of misleading." And I said, "Well, again, I don't have the document, so I don't even know about this."
So I assured her that if I had known, I would have called and given her a heads-up, but she got hers way before I did.
Q. Who did you speak to in terms of the amended notice?
A. She spoke with me about it. I wrote to you

1 via e-mail and asked that -- I told her I thought they
2 were defective, because it gave the impression that
3 you were representing us. And you disagreed with me.
4 And I wrote back, I think, and said I disagree with
5 you, that according to Ms. Chaffin, she was confused.
6 Q. Who else did you speak to about the
7 deposition?
8 A. Well, I spoke with my husband about it.
9 Q. Okay. What did you guys discuss?
10 A. Just the fact that we needed to schedule
11 time to come up here and what -- you know, we went
12 through the deposition stuff together. You know, the
13 questions that you have here.
14 I did speak with Debi Chaffin as well -- or
15 not Chaffin, excuse me, Debi Taylor. And I just said
16 that in terms of information and discussion, that it
17 needed to be directed specifically to the causes of
18 actions that were currently before the court.
19 Q. Did you instruct her to only provide
20 documents --
21 A. No, I didn't.
22 Q. Did you speak with Mr. Starling about the --
23 A. I never had any conversation with
24 Mr. Starling. The last time I spoke with him was when
25 he was telling me that he was moving out of the

1 property. And I think that was August of 2018, as my
2 memory serves.
3 I didn't even know if you were able to reach
4 him, because he had left, and I didn't no -- I had no
5 forwarding address or anything for him.
6 Q. Did you speak with anyone else about the
7 deposition?
8 A. Not that I have recollection. My family
9 doesn't even know about this, other than my husband.
10 Like my daughter doesn't know, parents don't know.
11 Q. And when I say, "speak with," you understand
12 I mean electronic communication, telephone calls,
13 e-mails, all methods of communication?
14 A. Yes.
15 Q. Okay. So before we get into the specifics
16 of the Autumn Glen property, I just need little bit of
17 background. Have you been known by any other names?
18 A. Yes, Audrey Edwards was my maiden name.
19 Loeffler was my married name prior to my husband.
20 That's L-O-E-F-F-L-E-R. And I also went under the
21 name of Audrey Dean, D-E-A-N, and then Audrey Kramer.
22 Q. And you're currently married?
23 A. I am. 20 years this February.
24 Q. Congratulations.
25 A. Thank you.

1 Q. And you're married to Leo Kramer?
2 A. Correct.
3 Q. Can you please tell me what your educational
4 history is starting with high school.
5 A. I graduated high school and I went to
6 college. I did not get a degree from college. I
7 probably have the equivalent of approximately two
8 years. And I also graduated from Le Cordon Bleu as a
9 pastry chef.
10 Q. What did you study in college?
11 A. Science, anatomy, biology.
12 Q. And when did you graduate with your bakery?
13 A. Oh, my gosh, about nine years ago. Maybe
14 around 2010.
15 Q. What's your current occupation?
16 A. I'm retired. Disabled, actually.
17 Q. How long have you been retired?
18 A. Since 2008 or '9, I guess. I sustained a
19 really catastrophic back injury that required four
20 major back surgeries and I had a heart attack, stress
21 related.
22 Q. What did you do before you retired?
23 A. I did mortgage lending.
24 Q. For how long?
25 A. That's another good question. I have to

1 think. If you'll just pardon my brain for a minute.
2 I want to say approximately seven to
3 eight years ago. I don't remember the exact year that
4 I started. I don't mean years ago. I stopped in
5 2008, and -- but it was seven or eight years. I
6 either started in 2001 or 2002. And I don't recall
7 the exact year.
8 Q. And who were you working for?
9 A. Myself.
10 Q. When you say "mortgage lending," what were
11 you actually doing?
12 A. I did loans, mortgage loans through third
13 party.
14 Q. You made loans?
15 A. I don't know if you call them making them
16 loans. I don't really know how to describe that. I
17 think the bank makes the loans. So I don't know how
18 to answer your question.
19 Q. What were your duties in that capacity?
20 A. So I would take the information, the
21 underwriting information. I mean the information the
22 underwriters needed to underwrite the loan.
23 And so I met with various independent
24 lending companies, like Countrywide or Washington
25 Mutual, or Freddie Mac, those type of banks. A lot of

1 independent, you know, third-party lenders.
2 Q. Did you have a company at that time?
3 A. I did.
4 Q. What was the name of that company?
5 A. It was called American Lending Group.
6 Q. What type of entity was that?
7 A. I don't remember if it was an LLC or a
8 corporation, it -- because it's been so long ago, I
9 just don't remember, to be honest with you.
10 Q. Did you have partners?
11 A. No, I didn't.
12 Q. Did you have employees?
13 A. I did. I had a secretary.
14 Q. Are do you remember her name?
15 A. Denise Cuterry.
16 Q. What type of loans were these that you were
17 working on?
18 A. They were -- they ran the gamut of A-paper,
19 reverse mortgage, I did a couple of those. Some B-
20 paper.
21 Q. Were these loans relating to real property?
22 A. Yes, they were.
23 Q. What was your title during that time?
24 A. I guess you could say I was the owner. You
25 could say loan agent, if you want to say loan agent.

1 Q. Did you ever handle any loans on behalf of
2 Washington Mutual?
3 A. I don't think so, because -- the reason I
4 say I don't think so is because this was all just --
5 my back injury took place the very end of '07, and the
6 surgeries went from '07 through '09. And it was at
7 the same time that the market was crashing in 2008.
8 So many of the things changed hands or became acquired
9 by other banks.
10 So I don't honestly recall doing a loan with
11 Washington Mutual. I can't say for 100 percent sure
12 that I did or that I didn't.
13 Q. Did you work on any loans with JP Morgan --
14 A. I never did a loan with Chase or Bank of
15 America. None of the big banks, mostly -- I don't
16 know. I'm really sorry. It's been so long ago, so I
17 don't recall the terms of what they were called. The
18 independent lenders, that's the best term I can come
19 up with right now. And I don't remember like -- I can
20 see some names on my brain, but I can't get it on my
21 tongue yet. And if I could just relax, it will come
22 to me and I'll tell you. But I just don't know the
23 names of those -- Greenspan. No, not Greenspan.
24 Green something or other. I don't know.
25 Q. That's fine.

1 A. I just -- Green Point, maybe. There's
2 another bank that starts with a W. It's not WaMu, but
3 I can't remember the name of it, and I did loans with
4 them. It was like a portfolio lender. It's been so
5 long. I've been out of it for so long.
6 Q. What did you do before that?
7 A. I was in radio and television advertising.
8 Q. For how long did you do that?
9 A. Like 20 years.
10 Q. Okay. And where did you do that?
11 A. I worked in the Fresno market and I worked
12 in the San Francisco market. California, all over
13 California.
14 Q. In what capacity were you doing the
15 marketing?
16 A. I was an account executive for several radio
17 stations. I was a general manager for one of the
18 radio stations in Fresno. And I worked as an account
19 executive here and the Bay Area.
20 Q. What does your husband do?
21 A. Well, my husband had a forced retirement
22 when he got diagnosed with cancer. So he's retired.
23 Q. And how long has he been retired?
24 A. For two years, two-and-a-half years now.
25 Q. What did he do before he retired?

1 A. He was a network server engineer.
2 Q. How long did he do that?
3 A. I'm thinking like 20 years.
4 MR. KRAMER: Over.
5 THE WITNESS: Over 20 years. He has a
6 degree, by the way.
7 BY MR. VAN PATTEN:
8 Q. What is your current address?
9 A. 2364 Redwood Road, Hercules, California,
10 94547. That should be with all the records in court
11 as well.
12 Q. And when did you move there?
13 A. Approximately two years ago, when we moved a
14 mile away from our previous address.
15 Q. Do you rent or own?
16 A. We own.
17 Q. And when did you buy that?
18 A. About approximately two years ago, plus.
19 We've been up there two years. I don't remember
20 exactly.
21 Q. Did you pay cash for the Redwood property?
22 A. We did.
23 Q. Are there any deeds of trust on the property?
24 A. There's a reverse mortgage on it.
25 Q. And who's the lender on that?

A. I don't remember. I really don't remember.
Q. Who's the servicer?
A. I don't even look at a statement, because it's a reverse mortgage. I honestly don't know.
So can I object here? Because I think this is so outside of the scope of the two causes of action that are before the court, because this is about, my understanding, the only two causes of action before the court is for the unlawful foreclosure of a property and declaratory relief.
So this level of probing is not germane, it's outside the scope, it's not relevant, and it's not pertinent to the causes of actions that are currently before the court.
Q. Your objection is on the record. You still have to proceed. I will tell you that I think your addresses are extremely pertinent to whether you received notice.
A. My address, I gave you. I didn't object to giving you my address.
Q. Well, your objection followed the address, and I'm going to ask you about further addresses as well.
A. That's fine.
Q. But your objection is on the record.

A. I didn't object to the address. I objected to your digging of our personal finances. You know, like, do we have a loan, you know, it's -- I'm not the one who is on trial.
Q. And your objection is noted on the record. We still have to proceed with the deposition.
So prior to the Redwood property, where did you live?
A. The 121 Cardinal Way.
Q. And how long did you live at the Cardinal Way property?
A. I'm going to -- I gave you that on the statements, it shows when the statements switched from 121 to our current address. And I'm pulling from my memory, because it's been a while, but I think it was March of 2014 for 121, or is that the address you're talking about?
Q. Yes. When did you move into 121 Cardinal Way?
A. I believe it was March of 2014.
Q. And do you remember when you moved out of the Cardinal Way property?
A. When we moved into the 2364, which was maybe a couple of years, two months ago. A couple years and two months is what I meant to say, not ago.

Q. So in 2016, that's when you moved?
A. No. It would have been --
Q. Oh, two years ago.
A. Yes. We moved a couple of years ago from 121 to Redwood Road.
Q. So in 2018?
A. It was in 2017.
Q. Okay. Do you remember when in 2017?
A. Roughly, I think it was sometime in May or June.
Q. Where did you live before Cardinal Way?
A. 1229 Galena Boulevard.
Q. And when did you move there?
A. It's going to be a total guess on my part to say. I know we left there about March of 2014. I'm not 100 percent sure of the year, whether it was two or three years.
Do you have any memory of that?
I honestly don't know how long it was that we were there.
Q. But two or three years?
A. Two or three years.
Q. Less than five years?
A. I think less than five years.
And to give you more information maybe, you

know, our bankruptcy filings are on file with the court and you could probably get our addresses. Chase has been noticed, maybe you not, National Default, but Chase was certainly noticed. So this information that you seek is already on file with the court.
Q. Okay. Did you ever live in the Autumn Glen property?
A. No. We bought it as a second home. And I don't believe -- we didn't rent it out for the first two years, but because of the economy and because of my injuries we were forced to be rent it out. It was never intended to be rented at all.
Q. When you say as a second home, what was your --
A. Our plan was to retire there, because Nevada doesn't have state income tax. So that's why we bought the property, because of the pricing at the time, and it was supposed to be our second home until we retired. And then we planned on living there on a full-time basis.
Q. When you moved from 121 Cardinal Way to the Redwood property did you notify NDSC?
A. I didn't know anything about NDSC.
Q. So no?
A. No, sorry.

Q. When you moved from the Cardinal property to the Redwood property, you notified Chase?
A. Repeat that.
Q. When you moved from the Cardinal Way property to your current home on Redwood, did you notify Chase?
A. I don't recall if we notified Chase, because I guess the statements kept coming to us. I don't recall whether that was because of the change of address that we put in with the post office or -- I don't recall making a phone call, to be honest.
Q. When you moved, you did notify the post office though?
A. Yes. I gave you a change of address, proof of change of address that was filed with the post office.
Q. I believe that was included in the documents that you provided today, which I marked as Exhibit 2.
A. That's correct.
Q. When you moved to the Redwood property, did the post office forward mail sent to your old address?
A. Oh, yes. I gave you proof of that too. Did you see that?
Q. I did. Because those documents were just provided today, I just had further questions.

A. I'm sorry.
Q. Have you ever been a party to any lawsuit either as a plaintiff or defendant?
A. Yes.
Q. How many lawsuits would you say?
A. Two in total.
Q. Is that including this one?
A. This would be the third.
Q. Okay. Let's start with the oldest one.
A. That would be when I had the back injury. And I can't discuss it any further than that.
Q. That's sufficient. And the second one?
A. The second one was through the bankruptcy, the course of the bankruptcy filing, the association, HOA, filed after the bankruptcy had discharged, so a civil suit was filed. And it was also in the bankruptcy court simultaneously. And I can't discuss that any further either.
Q. Did you initiate federal court litigation on this involving the same properties?
A. Yes. And just to clarify, I consider that the same suit. You maybe see that as two different. So I'm not trying to be -- holding back. I just didn't even think of that as a different suit. I consider this one big.

So if you define that as a different suit from the one in Third Judicial, but to me it's all the same thing, just to clarify.
Q. What was the outcome of that federal court case?
A. Well, the federal case was dismissed, as you know.
Q. Aside from traffic offenses, have you ever been convicted of any criminal offense?
A. No, I have not.
Q. With regard to the Autumn Glen property, when did you start renting that property out?
A. As I said, it was about two years, I think we purchased the property, I'm guessing that it was somewhere around April for June -- I don't remember the month, I don't have documents in front of me -- of 2005, I think it was. And I think it was the first two years of the property, we did not rent it.
So not until -- not until after 2007 or right around 2007, I guess. Somewhere in that neighborhood.
Q. When did you start utilizing Chaffin Real Estate Services?
A. I heard something new today when she was here. I remember Larson. But I didn't realize that

Larson acquired -- or Chaffin -- I don't know who acquired who. I'm confused on that. But I didn't know that she was part of that or that she had worked for Larson.
At that point in time I didn't handle it, my husband did. But I don't know the exact year when that took place, the switchover. I think it was somewhere around 2014. I can't swear to that date, because I don't have the contract in front of me. I did look at it, but from the information she sent via the email thread, but I don't recall it.
Q. What was -- and when I say Chaffin going forward, I mean Chaffin Real Estate Services.
A. I understand.
Q. What was Chaffin responsible for?
A. So to the best of my understanding all property management companies post, advertise -- however you want to rephrase it -- your property. They vet, do background checks on prospective tenants, they collect rent, they attend to any maintenance issues. And that's pretty much the scope, as I understand it.
Q. Did you use Chaffin Real Estate for any other property management?
A. I did not.

Q. Do you currently own any other real property?
A. I do not.
Q. Except for the Autumn Glen property, has any real property you've ever owned gone into foreclosure?
A. Yes.
Q. Which property was that?
A. We had two properties, 1227 and 1229, and another one that was -- I don't know the actual address it was -- Buena Vista was -- I can't remember the city that was.
MR. KRAMER: It was Southern California.
BY MR. VAN PATTEN:
Q. That's okay. I'm just asking for your testimony right now.
A. Oh, we were just trying to get me the date. I'm sorry. We think of ourselves as one blended person.
It all happened at the same time, which is what ensued. My catastrophic injury is what caused the whole situation to happen. And so that's what caused the bankruptcy. And at that time all of those properties at the same time went into foreclosure. So it was like one action. Separate entities, of course.
Q. So were 1227 and 1229, are those two

separate properties or was it --
A. They were two separate properties.
Q. So three properties total?
A. Correct.
Q. And when did those foreclosures happen?
A. Boy, I don't know. I don't know the year. I can get you that information later, but I don't know the year.
Q. Okay. For right now do you have an estimate? Was it prior to 2005?
A. Oh, no, no. It was after. It was after. My injury took place in 2008, two thousand -- I mean '7. 2008, 2009 I had surgeries. I want to say somewhere around 2010, '11, maybe '12. Somewhere in that neighborhood. Probably about 2011 would be a safe in between.
And I'm just doing the best I can with the memory, because you're asking me a lot of dates. And that's a lot to hold in your head without documents in front of you to reference from.
Q. Were all three foreclosures completed?
A. Yes.
Q. Do you remember the lenders for those properties?
A. That's the one name that I can't remember.

Wells Fargo, I think, took over one of the lenders. For the life of me, I can't remember the name of it.
Q. Were there three separate lenders?
A. There were.
Q. Were any of the lenders Washington Mutual?
A. No.
Q. Were any of the lenders JP Morgan?
A. No.
Q. Going back to your relationship with Chaffin, who was your primary contact there?
A. Debi.
Q. When you would have issues, would you only reach out to Debi?
A. Yeah, she was the only person.
You mean issues with the property, in terms of maintenance and tenant issues, not paying the water bill or something like that?
Q. Correct.
A. It was Debi. It was always Debi, that I remember of. I don't remember anybody but Debi. And I'm not saying there wasn't somebody else, but I have no recollection of anyone accept Debi. And it was primarily -- there were some very minor communications on the phone. Mostly it was just a quick blurb.
Q. Who was the last tenant in the property?

A. Daniel Starling. And to be honest with you I don't know the names of any other tenants except him. I wouldn't have even known his name.
Typically they don't give you the name of the tenant at all. They handle the contract. I don't have any recollection of names of anybody. I wouldn't even have known Daniel Starling's name until they told me about this notice of default.
Q. So Chaffin typically would handle all interaction with the tenant?
A. 100 percent.
Q. When was your first contact with Mr. Starling?
A. It wasn't until Breckenridge filed an unlawful detainer action.
Q. Did Chaffin provide his contact information to you?
A. I think they did, because I didn't have it. Either that or they gave him my number to call me. I don't remember who called who first. I just don't remember that. I did speak with him and met with him at court, the first time I met with him. I've only seen him twice: Today and the time in court.
Q. Did you have any other contact other than face-to-face contact with Mr. Starling?

A. On the telephone.
Q. Do you remember when?
A. It was all during that time when the unlawful detainer was filed, and I was trying to keep him in the property. So he told me -- he's the one who told me about the -- whatever it was. He said that -- Debi told me that something blew out his window. Because I -- she told me that he got something. And I said, "Well can you send it to me?" And she said, "I can't, because he lost it."
I go, "What do you mean he lost it?" And she said, "Well, it blew out of the window or something."
And so when I actually got to speak with him I said, "What happened to the documents?" And he said, "Well, they were on the door, taped to the door." And he said -- I think you referred to her -- to Maria as his girlfriend. He said she told him about it, and he said by the time he got -- but she left it out there, and by the time he got home from work it had blown away.
Q. And was this --
A. I don't know what those documents were.
Q. Did this conversation take place in 2018?
A. Yes.

Q. Would it have been spring or summer of 2018?
A. I don't remember the month. I don't remember the month. I'm sorry.
Q. Was it after the sale had happened?
A. I'm going to be just guessing. It will be a guess for me to say it at this point. I just don't know the month, and I don't know if it was before or after the sale. It would be a total guess. I'm not trying to be evasive. I just don't remember that. I don't want to give you false information.
Q. When you acquired your interest in the Autumn Glen property, did you pay cash for it?
A. I think we put down 25 percent, and then we got a loan from Paul Financial. See, there's a name that I couldn't remember.
It's those types of lenders that are, you know, not your typical mainstream lender, like Bank of America or Chase or -- and they're all gone. And it was like ten years ago. So it's really hard to remember the names, but Paul Financial.
Q. And when was that?
A. And they don't exist anymore. That would have been simultaneously upon purchasing the property.
Q. Did you take out any other loans for the property?

A. No.
(Exhibit 3 was marked for identification.)
BY MR. VAN PATTEN:
Q. All right. Is the document you're looking at in the upper right-hand corner says WaMu Mortgage Plus Agreement and Disclosure; is that what you're looking at?
A. Yes.
Q. Have you seen this document before?
A. Yes.
Q. What's this document?
A. It's a revolving line of credit agreement, as I understand it. Wait, wait.
Oh, actually I don't recall this document. This is not the one I was referring to. I've never seen this document. I have no recollection of this document. The one I was referring to was the deed of trust. I'm so sorry. I didn't look at it close enough. I don't recall ever seeing this one.
Q. Okay.
A. I just don't have a memory of this.
Q. Mark this as Exhibit 4.
(Exhibit 4 was marked for identification.)
THE WITNESS: This one I do recognize.
///

BY MR. VAN PATTEN:
Q. All right. Is this document bearing a recorder's stamp in the upper right-hand corner with document number 425436?
A. Yes.
Q. And what is this document?
A. This is the deed of trust and credit -- revolving line of credit agreement.
Q. Turning to page 6, page 6 of 10, in the upper right-hand corner.
A. Um-hum.
Q. Is that your signature on the document?
A. I'm not 100 percent sure.
Q. Do you remember executing this document?
A. I don't. I got this off line. I went online and got this when -- when the foreclosure -- when I got notice of the foreclosure.
Q. And it's your testimony today, you don't remember signing this document?
A. I don't remember -- I don't have this document in my possession. I don't remember it being given to me. That's all I'm saying. And I'm saying I don't have this, and I got it when all of this came about. Then I went online and started downloading all of the things that were recorded against Lyon County.

1 That's the first time I got this in my possession.
2 Q. And you don't remember executing any
3 documents relating to this transaction?
4 A. Well, you didn't ask me that. You asked me
5 if that was my signature. And I said I couldn't
6 attest to that, because everything is electronic and
7 it's digital. If it was a wet signature -- do you
8 have a wet signature I could review?
9 Q. We're only providing copies.
10 A. So if it's a digital, I can't attest that
11 it's my signature. If it was wet signature, I would
12 be able to tell.
13 Q. Does it appear to be in the form of your
14 signature?
15 A. Well, I guess what I take issue with is the
16 fact that with computers you can take digitally and
17 move a signature from one page to another. And I've
18 seen so many fraudulent documents since this case
19 began that I just can't attest to that being my
20 signature. Unless you can give me a wet signature in
21 blue ink, I can't attest to that.
22 Q. You mentioned that you've seen fraudulent
23 documents. What other fraudulent documents have you
24 seen?
25 A. Chase filed a fraudulent document, several.

1 Q. Which document?
2 A. There was an assignment that Chase did on
3 April 4th, I think it was in 2018, where, you know,
4 like ten years after the seizure of Washington Mutual
5 where they said -- I don't have the document in front
6 of me, I'm going to have to pull from memory -- where
7 they assigned it to themselves. Which, you know, it's
8 a fraudulent document.
9 I also hired, as you know, a forensic
10 specialist. He's reviewed the document and also is in
11 agreement that it's a fraudulent document. There are
12 documents specifically, I want to say two thousand --
13 I'm trying to remember. When the assignment of
14 trustee was given to National Default, and I think it
15 was in December of 2013 -- I don't know exactly,
16 because I don't have the document in front of me --
17 where they assigned, where Chase assigned -- there was
18 an attachment to that document that was dated about
19 three or four years before that giving assignment. It
20 was never recorded. It was just simply attached. It
21 was dated three or four years before the assignment
22 was actually recorded with Lyon County giving National
23 Default assignment of trustee. And I think that was a
24 fraudulent document as well.
25 There were other documents that had gaps, in

1 terms of if you look closely at the chain of title on
2 the documents that were recorded against the property,
3 they missed like various trustees. They just -- it
4 was like -- what do you call that cup game where
5 you're moving it here to there kind of thing with
6 MERS.
7 I think all of those documents that are
8 filed on -- recorded against the property are
9 fraudulent.
10 Q. Are there any court orders that have found
11 any of those documents that you specifically
12 referenced were fraudulent?
13 A. In my case or in other cases?
14 Q. In your case, the specific documents that
15 you referred to are fraudulent.
16 A. Well, you're aware that I've been stopped
17 from being able to get in front of a court.
18 Q. So there is no order finding those documents
19 to be fraudulent?
20 A. Not at this time, but it doesn't make it
21 less so that they're fraudulent.
22 Q. Did you make monthly payments to Washington
23 Mutual?
24 A. We did.
25 Q. Do you remember when your last payment was?

1 A. Well, if you -- I don't remember exactly,
2 but if you look at the statements you'll see that
3 there were a couple of large payments made. I think
4 Chase has said that the last payment was made in 2010,
5 but you'll see -- I have to look back at the things I
6 turned in to you.
7 Q. Do you want to refresh your recollection?
8 A. Yeah.
9 Q. Take a look at what's been marked as
10 Exhibit 2.
11 A. Well, for instance in August 29, 2016,
12 notice of payment for $6,042.67.
13 Q. That you made?
14 A. Well, it says we did.
15 Q. But did you make it?
16 A. Well, it says we did.
17 Q. I'm not asking what the document says. I'm
18 asking did you make a payment?
19 A. I don't know what to say to you, to be
20 honest, because it was three years ago. And either we
21 made the payment or Chase's accounting is wrong. You
22 decide. I don't know what to say.
23 Q. Beside the 2016 payment, when was the last
24 payment you remember making?
25 A. I don't have recollection of that. I don't.

Q. Was it prior to 2016?
A. I don't know. I really don't know.
Q. Would you have bank account information that would show that?
A. No, we don't.
Q. Why do you not have bank account information?
A. Because when we filed bankruptcy it was what's called a, I guess, debtor in possession account, and -- before it was converted to a 7, and the bank account was closed.
Q. And you don't have access to those records?
A. I do not, it was so long ago.
And again, I'm going to object here, because I'm going to say that this line of questioning of whether we paid or made a payment or when our last payment was is not in contention. It's outside of the scope of these two causes of action, it's not pertinent, and it's not relevant to this case.
Q. Your objection is noted on the record.
A. Okay. And so --
Q. But you still have to answer my questions. Your objection is noted, and you can take whatever action you want before the court, but you still have to answer my questions.
With regard to the Autumn Glen property, did

you ever record in the county records an acknowledge request for the copy -- for a copy of the notice of default?
A. No, I did not, because I didn't have to. First of all, I didn't know that there was default taking place to do that. And secondly, Nevada statute provides two parts. Part A, where if you have a recorded interest -- and I believe that's statute 107.090, if I'm not mistaken. And the part B was any person who has an interest in the property.
So anybody who has a recorded interest and anybody who has an interest in the property. And since the deed of trust was in our name, we had an interest in the property. And it was supposed to be mailed to us via U.S. mail, certified, return receipt requested.
And that is something that, as you are well aware, because you were present May 1st of 2018, I believe it was -- no, excuse me, '19, may 1st, 2019, where the judge in the Third Judicial District Court said that we were entitled to a copy -- or no, not a copy, but notice of the default. And that is why he allowed us to move forward.
Q. Did you ever record in the county records an acknowledge request for a copy of the notice for sale?

A. I didn't even know that the sale had taken place. I had contacted -- I don't remember the name of the title company, to find out if there was a sale recorded. And I was told there was not a sale recorded. That's one of the reasons I thought that this was all bogus.
Q. So that's a no?
A. That's a no.
Q. Did you record any document of any type with the county recorder relating to the Autumn Glen property?
A. I don't understand your question.
Q. Did you record any document of any type with the county recorder relating to the Autumn Glen property?
A. No. To be honest with you, I didn't know that I could record anything. I thought that recordings against the property were when you had official transactions. I didn't even know about all of these -- until this event happened, I had no idea all of the shenanigans that were going on behind the scenes on our property. I never knew that could happen.
MR. VAN PATTEN: We've been going a little over an hour. Do you guys want to take like a five-

minute break?
THE WITNESS: I'm okay to press on, if you guys you are.
MR. VAN PATTEN: Are you guys? Okay.
BY MR. VAN PATTEN:
Q. While you were utilizing Chaffin to rent out the Autumn Glen property, did you ever receive mail which had been forwarded by tenants?
A. No, I never did.
Q. Were you ever forwarded any documents which had been posted on the property?
A. Debi, when she told me that the tenants received a notice of default, I believe she attached one to the e-mail that she sent me. And I told her I would look into it.
Q. When was that?
A. It was in -- I want to say around October 16th of 2017, approximately.
Q. Mark this as Exhibit 5.
(Exhibit 5 was marked for identification.)
BY MR. VAN PATTEN:
Q. All right. So are you looking at a document with the title Notice of Default and Election to Sell Under Deed of Trust Important Notice with a recording stamp in the upper right-hand corner bearing a

1 document number 571145?
2 A. I am.
3 Q. Have you seen this document before?
4 A. I have.
5 Q. Is this the document you were talking about
6 a moment ago that you've been provided by Chaffin Real
7 Estate?
8 A. No. This isn't the document that I was
9 given by Chaffin Real Estate, but this is the document
10 that I downloaded myself from the county recorder's
11 office. And it has attached that letter, when you
12 asked me about fraudulent documents prior, where this
13 was signed on June 24, '14. And three years before
14 it's not recorded anywhere on this document from
15 Chase. The person who called is declaring themself to
16 be vice president of Chase Bank. And --
17 Q. So Chaffin did not provide you a copy of
18 this document?
19 A. Not this document, no.
20 Q. When did you get the document? I know you
21 said you pulled it yourself, but when was that?
22 A. Oh, boy. I don't know exactly. I'm
23 guessing. It might have been December. I'm not
24 100 percent sure. December potentially of 2017. I'm
25 guessing, to be frank.

1 Q. Were you provided a copy of this document by
2 anyone else?
3 A. Not this document, no.
4 Q. All right. We'll mark this as Exhibit 6.
5 (Exhibit 6 was marked for identification.)
6 THE WITNESS: I provided this to you.
7 BY MR. VAN PATTEN:
8 Q. So you recognize this document?
9 A. I do.
10 Q. And this document, just to make sure we're
11 talking about the same one, appears to be an e-mail
12 chain, at the top from Audrey Kramer, dated October
13 16, 2017, at 2:01 and 49 seconds; is that correct?
14 A. That's correct.
15 Q. And what is this document?
16 A. Well, Debi wrote to me first and said that
17 the tenants received the notice of default on the home
18 and that she's attached paperwork that they received,
19 and I replied back.
20 Q. What documents did she provide to you on
21 October 16th, 2017?
22 A. Well, you don't have them here, and I'm
23 pulling from my memory. And I believe -- I don't know
24 if I -- I think I submitted it to the court, to be
25 honest with you. It should already be in your

1 possession, I think. I'm pretty sure.
2 Q. Well, I'm not a party to these e-mails, so I
3 don't know what the attachments are. But you are, so
4 that would be within your personal knowledge.
5 A. Well, it would be with this letter. It
6 would be with this e-mail thread.
7 Q. And you have these documents in your
8 possession and you've already disclosed those?
9 A. I believe the documents that Chaffin Real
10 Estate sent you, I went through those, and I believe
11 it was in there with this letter. I'm pretty sure
12 that I saw it there.
13 Q. The attachments?
14 A. Yeah. That's why I'm saying it's not this
15 attachment. It's much more voluminous. And it's not
16 this attachment. And if you look at the e-mails that
17 she gave you, I'm sure it's there, because I remember
18 seeing it.
19 I'm just saying it's not this document that
20 you've given me. And I'm not trying to be difficult,
21 but just accurate.
22 Q. All right. I've marked this as Exhibit 7.
23 (Exhibit 7 was marked for identification.)
24 THE WITNESS: It's here.
25 ///

1 BY MR. VAN PATTEN:
2 Q. So does this appear to be the documents that
3 Chaffin Real Estate provided?
4 A. Yes, it is. I think all of this was
5 attached. Yeah, all of this was attached.
6 Q. And by "all of this," what specific
7 documents are you referring to?
8 A. These.
9 Q. Okay. Let me get a fresh copy.
10 A. I'll just put it like this for you.
11 Q. I'm handing you -- this is an identical copy
12 of what you just reviewed. If you want to pull out
13 the specific documents you're referring to, I'll mark
14 them as a separate exhibit, that way we'll have a
15 clear record.
16 A. The declaration is missing, by the way.
17 This is different than this one.
18 Q. In what way?
19 A. Well, there's pages missing from what was
20 with this. This is what -- I had this sideways stuff,
21 and this doesn't have it.
22 Q. It's not in the other documents?
23 A. No, I'm just --
24 Q. I mean they were identical copies.
25 A. Well, they're not. With all due respect,

they are not. At least they're not in the same order.
Q. Keep that exhibit together, please.
A. Okay. Right there. And this is right here.
Q. All right. So let's separate that out. If you think that copy is defective, I'll give you another copy.
A. Okay. So this is --
Q. Yeah. We'll just --
A. Okay.
(At this time a discussion was held off the record.)
THE WITNESS: Yep, see this one matches that one, but not this one.
BY MR. VAN PATTEN:
Q. Are you sure this -- you're looking for the sideways copies?
A. Yeah.
Q. They're just further down in there. We printed these exactly as they were provided to us from Chaffin.
A. The sideways copies are already attached to this, in that order, just to let you know. That's exactly how they came. I didn't go looking for them, they were already attached here.
Q. Okay. Are they still in that exhibit, too?
A. These two are the same order. I didn't look

further than that. I'm sorry. But these are identical. This one is not identical to the stacks sorting. Sorry, I --
Q. No, that's fine. These are the documents that were provided in response to the subpoena. They are what they are.
If it's your position that this is the only accurate copy, then that's fine. Then we'll work off that one.
A. Well, that's what -- yeah, that's what I have.
Q. Okay. All right. Turning back to Exhibit 7.
A. Okay.
Q. With reference to the documents that you received from Ms. Chaffin, they appear to be the notice of default -- well, why don't you just state for the record what those documents are.
A. Well, there's a Post-it note there, so I can't quite read the whole thing.
Q. Is there a recorder's stamp in the upper right-hand corner?
A. Yes, there is.
Q. And what's that stamp number.
A. 571145.

Q. What other documents were included in Ms. Chaffin's e-mail?
A. I'm going to lose the place.
The Affidavit of Authority in Support of Notice of Default and Election to sell, which was dated three years prior to this notice of default.
Q. Okay. Any other documents?
A. Notice of Trustee's Sale, that wasn't part of this.
Q. Okay.
A. And this says Notice of Default Election to Sell.
Q. Okay. And those are the sideways versions?
A. Right.
Q. Just for clarity, the Notice of Trustee's Sale was not part of Ms. Chaffin's October 2017 e-mail?
A. Correct.
Q. When you received Ms. Taylor's e-mail, what did you do?
A. I don't remember exactly what I did. I told her I would look into it. I would get back with her. I don't remember who I spoke with about it, but I was -- I relayed to her that we did not have a loan with Chase bank, that it was an unlawful -- a mistake,

is basically what I said. It wasn't an unlawful at the time. I didn't say that. I said it was a mistake and that I would get to the bottom of it. And then the research started from there.
And then, when I learned of what was going on, I filed an action in the Federal District Court on January 2nd, I believe it was, of 2018.
Q. And your e-mail to Ms. Taylor on October 16, 2017, I believe that was Exhibit 5 -- or must be Exhibit 6.
A. Six.
Q. You indicated you were going to speak to your attorney. Were you represented by counsel at that time?
A. No, I don't think so.
Q. Did you speak to an attorney about it?
A. I spoke to several attorneys.
Q. Who did you speak to?
A. I don't recall their names offhand.
Q. Were they California or Nevada attorneys; do you remember?
A. Both.
Q. I'm going to mark this as Exhibit 8.
(Exhibit 8 was marked for identification.)
THE WITNESS: This is what I just said to

1 you.
2 BY MR. VAN PATTEN:
3 Q. Okay. This appears to be an e-mail from
4 Audrey Kramer dated October 24th, 2017, at 2:14 and
5 18 seconds to Debi Taylor. Is that correct?
6 **A. Correct.**
7 Q. Do you recognize this e-mail?
8 **A. I do.**
9 Q. Did you send this e-mail?
10 **A. I did.**
11 Q. When you received the notice of default, did
12 you communicate with anyone at NDSC about it?
13 **A. I never spoke with anyone at NDSC.**
14 Q. At any stage of the foreclosure you never
15 spoke with NDSC?
16 **A. Not that I recall. The only communication I**
17 **had with regard to NDSC was through their lawyers when**
18 **I filed the lawsuit.**
19 Q. At any time to filing that lawsuit -- or at
20 any time prior to filing that lawsuit, did you provide
21 any information to NDSC regarding your address?
22 **A. I didn't even know who NDSC was.**
23 Q. So that's a no?
24 **A. That's a no.**
25 Q. When you got the notice of default, did you

1 discuss it with anybody at Chaffin?
2 **A. Well, in the written form that you see**
3 **there.**
4 Q. Did you have any telephone calls about it?
5 **A. No, not at the time -- you asked me at the**
6 **time that I got it, correct?**
7 Q. Correct.
8 **A. Okay. No.**
9 Q. After you got --
10 **A. Excuse me. My only communication was what**
11 **you see here.**
12 Q. After you got the notice of default at any
13 time did you have any discussions pertaining to that
14 notice of default with anyone at Chaffin?
15 **A. I don't think until it went to the -- I**
16 **don't think so, because I -- to the best of my**
17 **recollection, I filed the lawsuit, and I didn't have**
18 **any more discussion with Chaffin until -- until they**
19 **contacted me and said that the tenant was getting**
20 **harassing phone calls from Alyssa McDermott, from**
21 **Ms. Aguilera, and Casey Nelson. And that was the**
22 **first time that there was verbal communication about**
23 **it on the phone, to the best of my recollection.**
24 **And I wouldn't have known to give a change**
25 **of address to National Default, because I didn't even**

1 **know that they existed prior to them sending out their**
2 **notice of default. I wouldn't have known they would**
3 **have done that. I didn't know to give them a change**
4 **of address, because I didn't know they were out there**
5 **fluttering around, who they were.**
6 MR. VAN PATTEN: Can we going off record for
7 a second.
8 (Recess Taken)
9 MR. VAN PATTEN: All right. I'm going to
10 mark this as Exhibit 9.
11 (Exhibit 9 was marked for identification.)
12 BY MR. VAN PATTEN:
13 Q. All right. Is this a document entitled
14 Notice of Trustee's Sale bearing a recorder's stamp in
15 the upper right-hand corner with document 579380?
16 **A. Yes, it is.**
17 Q. I'll call this a notice of sale going
18 forward. Have you seen this document before?
19 **A. Yes, I pulled this offline.**
20 Q. And when did you pull that?
21 **A. Probably at the same time -- I believe I**
22 **pulled all the documents at the same time, more or**
23 **less. And I probably did visit the recorder's office**
24 **throughout the course of -- from 2018 through 2019.**
25 Q. So that would have been December of 2017?

1 **A. No, this one was later. This was -- this**
2 **was after -- I'm pretty sure this was after I received**
3 **some kind of a motion in the district court whereby --**
4 **and I don't remember what the caption of the motion**
5 **was, where Chase said they had filed, their attorney**
6 **said that they had filed a Notice of Trustee's Sale,**
7 **and they filed an Assignment of the Deed of Trust.**
8 **That's how I first got alerted that it was recorded.**
9 **And I thought, "They're still filing**
10 **documents against the property?" Because I thought I**
11 **had gotten all the documents, you know, reconveyances**
12 **and substitution of trustee and stuff like that back**
13 **in December of 2017.**
14 **And when I found that in one of their**
15 **motions, I went back to the recorder's office. And**
16 **that's when I found the mediation notice that I never**
17 **knew about or received, but it was somehow filed. I**
18 **guess your guys did that after the fact.**
19 **And that's another document that I would**
20 **like to say was -- I don't know if fraudulent is the**
21 **right word to use, but they allege that they reached**
22 **out to me and that I didn't reply, but I never got**
23 **that. It was just recorded with erroneous**
24 **information. That was the mediation document. And**
25 **that's when I discovered the Notice of Trustee's Sale**

and the assignment that Chase filed with the county recorder's office. That's one of the other documents that I identified as being fraudulent and robo signed.
Q. Did you receive a copy of the notice of sale in the mail?
A. I believe that I did, my husband did not. That is the only document that I signed for personally that actually came to me.
Q. What do you mean "signed for"?
A. Because it was sent registered mail. But, of course, it was invalid, because the notice of default was invalid.
Q. Were you provided a copy of the notice of sale by anyone at Chaffin?
A. I might have been, but I don't recall. They sent me stuff that they got from Breckenridge or from Alyssa McDermott. I don't know if it came from Casey Nelson or from Alyssa.
Daniel said today this morning that he got it handed to him directly by Alyssa. I wasn't aware of that. I don't know if it was Alyssa who sent via e-mail or if it was Casey Nelson who sent it, I don't know. But somebody from Breckenridge, I guess, sent it to Chaffin, Chaffin (pronouncing) and they forwarded that to me.

And you have to understand there's like thousands and thousands of pages of documents over the last couple of years, so it's kind of hard to sift through all this.
Q. When you signed for the registered mail for the notice of sale, do you remember when that was?
A. Late spring, I guess. Sometime in -- I don't know the exact date, if it was April or May.
Q. Of 2018?
A. Correct.
Q. When you received a copy of the notice of sale, what did you do?
A. I didn't do anything. I think I filed a -- I'm trying to remember what it was -- how it was captioned. An ex-parte with the district court asking them to stay the sale pending the outcome of -- because the case wasn't dismissed at that point.
Q. And did the court rule on that?
A. They did.
Q. And which way did they rule?
A. Well, you already know that answer, don't you? They ruled against me.
Q. Did you discuss the notice of sale with anyone at Chaffin?
A. No. Only in that there was nothing

recorded. So in other words, Ms. McDermott was alleging to the tenant that she was the new owner. She contacted Chaffin Realty. They told me that she also identified herself as the new owner. They gave me her phone number, so I called her and left a message. She returned the call. She informed me she was the new owner. I asked her when she purchased the property and said, "Friday." I said, "Which Friday?" She said, "I don't know. I don't remember."
I said, "Well, you should be on notice there's pending litigation on the property." She goes, "That's fine." And she hung up on me.
And that was the only conversation I had with her.
Q. That was after the sale had already occurred?
A. Yeah. But why did you ask me the question and make me go off on that tangent?
Q. I asked if you talked to anyone about the notice of sale or Notice of Trustee's Sale?
A. Right. And so at -- I -- I didn't, until they contacted me and told me that there had been a sale.
Q. Okay.
A. So I didn't talk with them prior to that about the sale. But when the tenant started getting

calls from Alyssa McDermott and then Ms. Aguilera, and then I did talk to Chaffin about the sale, because nothing was recorded on the property. So I didn't know whether a sale had actually taken place. And because there were three different people that said they were the owner of the property -- either there's a lot of scams out there with people buying property in other people's names and stuff like that.
And so that's what it looked like to me, and I didn't -- because nothing was recorded.
Q. Did --
A. It was like a month later before anything ever got recorded.
I kept calling title companies to see if anybody had any recording of a sale. And I just didn't know who was doing it. And I had also received a lot of calls from people about the property.
Like you heard Daniel say -- you know, that's the first I heard of this was this morning, when he said that the neighbor across the street saw it on Zillow. And I had several people calling me about purchasing the property.
So I didn't know what was legitimate and what wasn't, in all sincerity.
Q. Mark this as Exhibit 10.

1 (Exhibit 10 was marked for identification.)
2 BY MR. VAN PATTEN:
3 Q. Is this document that we're looking at
4 labeled Trustee's Deed Upon Sale bearing a recorder's
5 stamp with document number 581625 in the upper
6 right-hand corner?
7 A. Yes.
8 Q. Do you recognize this document?
9 A. Well, only because I downloaded it.
10 Q. When did you download it?
11 A. After it was -- I was, at this point,
12 checking almost on a daily basis. So the first it was
13 available was on the 1st. But I'd been checking for
14 two weeks, at least, on a daily basis, because I
15 didn't believe that the sale took place.
16 Q. Was -- and when I talk about trustee's deed,
17 I'm talking about this Trustee's Deed Upon Sale. Was
18 the trustee's deed posted on the property?
19 A. I have no idea.
20 Q. Did you receive a copy of it in the mail?
21 A. No, I never did. The only way I got this
22 was when I downloaded it myself. To this day, to this
23 day no one has ever given me via mail, via certified
24 mail, as Nevada statute says, the notice of default
25 nor this Trustee's Deed Upon Sale.

1 I don't know who's responsible to send this
2 to me or if anybody is, but it's never been given to
3 me. All of these documents I've downloaded myself,
4 and only because of the action that was brought to my
5 attention by a third party.
6 Q. When you received the trustee's deed what
7 did you do?
8 A. At that point in time, it's probably right
9 about the same time that Lee Anne Chaffin said that
10 they could no longer represent us, it was about that
11 time that Breckenridge, I believe, filed or started to
12 file litigation for unlawful detainer action, and I
13 just went in to warrior mode, basically, and started
14 you know, dealing with what I had to deal with in the
15 court, through the courts.
16 Q. Did you ever discuss the trustee's deed with
17 anyone at Chaffin?
18 A. I don't have recollection of doing that.
19 Q. Did you ever discuss the trustee's deed with
20 anyone else?
21 A. No. At this point it was just a piece of
22 evidence to introduce into the court. I mean what
23 kind of discussion could I have with anybody on it?
24 It was moot. At this point, once there was this
25 document filed, I just litigated in the court, through

1 the Court system on it.
2 Q. In your Complaint you request $1,065,000.50
3 in damages. How is that amount calculated?
4 A. Well, I had talked with several different
5 people that were -- that dealt with these fraudulent
6 foreclosures, and many of them against Chase and the
7 whole Washington Mutual acquisition. And some people
8 had it valuated based on the cost of the property and
9 treble damages and litigation and, you know, punitive
10 damages, that sort of thing.
11 Q. Who did you speak to?
12 A. I don't remember. There were many people
13 that I spoke with and many different attorneys and
14 different forensic specialists.
15 Q. Do you remember the forensic specialist you
16 talked to?
17 A. I don't. There -- I did hire one, but
18 that's not the person that I'm referring to. And you
19 have all of his information. I think I've given
20 that -- do you not have that from Mr. Paatalo?
21 Q. There were some documents relating to him
22 that were in your initial disclosures.
23 A. Yeah.
24 Q. But what other forensic specialists did you
25 talk to?

1 A. I don't remember the names. And, you know,
2 many of them I looked -- I found online, but I don't
3 remember the names, because it's been over the course
4 of a couple -- you know, since 2018, I guess.
5 Q. So they suggested this amount, and then you
6 just adopted that?
7 A. Well, no. I took the -- they calculated it
8 out based on the value of the property, treble
9 damages, and cost of litigation, you know, cost of
10 appeal, you know, the Ninth Circuit that was not an
11 inexpensive task. Again, punitive damages, loss of
12 reputation, pain and suffering. A variety of
13 different calculations, I guess.
14 And I'm just pulling from memory. And maybe
15 some of that applies and maybe some of it doesn't,
16 from what I was told. I don't remember exactly,
17 because it's been a while ago.
18 Q. What do you believe the property is worth?
19 A. I believe that it's worth close to $300,000,
20 like somewhere around 284, 290, something like that.
21 Q. Have you incurred any attorney's fees?
22 A. I've incurred costs in terms of research and
23 in terms of trial preparation and LexisNexis, things
24 like that --
25 Q. If you --

A. -- pay for a loan. I don't have all of that in front of me right now. Those are ongoing.
Q. If you had to estimate, as of today how much have you spent in costs?
A. Oh, my gosh. It's really frightening for me to think.
Pull out the calculator. Probably somewhere around 35-, maybe $40,000 so far. Maybe more. That's just a top-of-my-head guess.
Q. And that is for --
A. Maybe it's closer to 40, 45. I forgot about the appeal.
Q. But that's for all litigation pertaining to this property?
A. Yes.
Q. How much in this instant litigation have you spent in costs?
A. I haven't honestly calculated the last -- and I --
Q. An estimate is fine.
A. Somewhere maybe around 25 or 30, somewhere between there.
Q. 25- or 30,000 as part of this case?
A. Um-hum. And I'm including filing fees and things like that with the court.

Q. And when I'm talking about this case, I mean just --
A. I'm talking about the Third Judicial.
Q. -- the case in Lyon County.
A. Yeah, that's what I mean.
Q. So of the $45,000 in costs --
A. Well -- excuse me a second. Breckenridge is part of that cost, and that also took place within the unlawful detainer action in the Canal Justice Township court in Fernley, Nevada. I consider that part of this case, because they, as a third party, bought the property from you. That ensued the unlawful detainer, which spun off of the unlawful foreclosure and an unlawful foreclosure sale, according to Nevada statute.
Q. So just to confirm, though, of the entirety of the litigation costs, which you estimate at 45,000, you believe 25- to 30,000 of that is from this case only?
A. Well, you're asking me to pull things out of thin air.
Q. As an estimate.
A. So when I think about, you know, monies that we've spent, it's kind of scary to even think about it, because it's difficult.

I don't know the reason you're asking the question. And I don't want to pigeonhole myself into something and be off on it, high or low, to be frank with you. So I just don't have a tally on it. And I know that litigation is still ongoing.
I'll give you an example. Mr. Paatalo, which I hired as a private investigator to do forensic on this, was $3,000, just his fee alone. And to appear in court he charges $300 an hour, plus travel. So it's expensive.
Q. How did you find Mr. Paatalo?
A. He was referred to me by an attorney that I spoke with. And I don't remember the man's name. I remember his first name was Paul. That's all I remember, because that's my son's name, but I don't remember his last name, who was out of Florida. And that's how I find Mr. Paatalo.
Q. And this attorney Paul was out of Florida?
A. Yes, I believe it was Florida, Georgia or Florida, but he recommended him. Highly recommended him.
Q. How did you find Paul?
A. From another forensic person. And I don't remember that guy's name. I've spoken to so many people; the ones that I've worked with that I kept.

Are you familiar with him?
Q. With who?
A. With Mr. Paatalo.
Q. Only from the documents that I reviewed in your initial disclosures.
A. Okay.
Q. As it relates to the questions that I've asked today, is your testimony complete and accurate?
A. As best as I can remember, yes.
MR. VAN PATTEN: Does anyone else have any questions?
MR. SCHRIEVER: Yeah, I have a few.
EXAMINATION
BY MR. SCHRIEVER:
Q. And you might have answered any questions, and I might have just --
A. Zoned out on me?
Q. No. I was paying attention, but I might have just gotten lost in the answers and the questions.
Have you ever lived at the Autumn Glen property?
A. He did ask that question. Asked and answered.
Q. Okay.

1 A. Yes. No, I have not. The first two years
2 we did not rent it out. We purchased it as a second
3 home with the intention of it being our retirement
4 home. And I answered the question in that we wanted
5 to retire in Nevada because of no state income tax.
6 And so that was the plan, to move into it.
7 Q. And I heard all that, that you didn't rent
8 it for those first two years, but I wasn't sure if you
9 lived at the property.
10 A. No, we have not lived at the property.
11 Q. So you've never lived at property?
12 A. No, but we did pay for gardening and water
13 and utilities and stuff like that.
14 Q. There's been certain allegations in your
15 Complaint and in your written discovery that you
16 believe that Breckenridge was somehow involved with
17 the foreclosure or with the property prior to a
18 foreclosure. What's the basis for your belief in
19 those allegations?
20 A. Well, I know that there's been a lot of
21 collusion that's taken place within the fraudulent
22 mortgage industry, in terms of -- and this is not
23 pertaining to Breckenridge or pertaining to Chase or
24 National Default where you have straw buyers and you
25 have realtors and you have appraisers and title

1 companies and banks, and people that, you know,
2 fraudulently have borrowed and/or purchased
3 properties.
4 And I know that when this whole big mortgage
5 meltdown happened, everybody saw it as a frenzy, you
6 know, a free-for-all. And that there were -- so many
7 foreclosures that oftentimes the banks had already
8 picked out partners that they worked with, and third
9 parties, like -- i call you guys flippers, I don't
10 mean that as an offensive term, just a term -- you
11 professionally purchase foreclosures, correct? Then
12 you sell them or rent them.
13 And oftentimes those decisions are decided
14 and never goes to auction. And that's a common
15 knowledge within the industry. So I spoke with Mr.
16 Nelson on the phone, he was very boastful about his
17 relationship. He even knew the attorneys that were
18 representing the parties when I told him there was
19 litigation.
20 He boasted that he had done over 300
21 transactions. He told me that Chase basically is the
22 orchestra leader, and that when Chase tells National
23 Default what to do and National Default does it. And
24 he seemed so knowledgeable about the interworkings of
25 the other entities that I believe that there was a

1 relationship beyond that of going to auctions at the
2 courthouse steps, that that decision to purchase that
3 property was decided weeks before.
4 And then when I saw that the check, one of
5 the checks was taken out the week before, and we were
6 still in litigation hadn't been decided in the
7 district court, I just believed there was conclusion
8 that was taking place between Breckenridge and
9 National Default.
10 And I've seen it happen. You know, when I
11 was in mortgage lending I called may favorite
12 appraiser and my favorite realtor called me, because I
13 could get a loan done for her. So I just know that
14 that kind of thing happens. It's not alien to me,
15 that people have other people that they prefer to work
16 with.
17 And so that's why I believed that there was
18 a relationship, a strong relationship, between
19 National Default and Breckenridge. And also was
20 talked about with realtors that were buying foreclosed
21 properties and where they have established
22 relationships with banks, and they got first crack at
23 stuff. So they never had to go through the hassle of
24 going and standing at the courthouse steps, because
25 these properties were decided on beforehand.

1 Q. So you know it sounded like it's more of an
2 information and belief that that might have occurred
3 rather than absolute direct evidence or knowledge that
4 there was any sort of conclusion.
5 A. Well, to be very frank I'm still
6 investigating that fact, whether it actually did take
7 place or didn't take place. I mean I know that a sale
8 took place, but I don't know that it took place at a
9 public auction. I don't know that it wasn't decided
10 beforehand, so I'm still investigating that.
11 Q. Okay. But as of today, right now, you don't
12 have any direct evidence of any sort of --
13 A. Well, I --
14 Q. -- fraudulent activities?
15 A. I wouldn't care to comment on that at this
16 point in time, but, you know, if I have anything to
17 bring forward regarding disclosure, I will.
18 Q. Okay. I'm not sure what that answer was,
19 but I'll move on.
20 You've also made allegations and asked for
21 discovery about your belief that Breckenridge knew of
22 your claims against NDSC and Chase before Breckenridge
23 purchased the property. What's the -- what formed
24 your belief to those allegations?
25 A. I guess it was the documents that were sent

1 to me through Chaffin Realty Services that they got
2 from Alyssa McDermott, and there was notations made
3 that it was a "hot property," and it -- you know, the
4 checks that were taken out while we were still in
5 litigation. And I just felt that it was one of those
6 things, like, hey, Joe, I've got this great property
7 and we're about to, you know, close this case out,
8 and, you know, if you're interested. That's just how
9 it came across.
10 And in part it had to do with the way
11 Mr. Nelson boasted and bragged, and it give me a
12 little skinny on the interworkings of Chase Bank and
13 National Default Servicing Corporation. He seemed to
14 be like in the know and, to use Mr. Trumps's phrase,
15 braggadocious about it.
16 Q. When you refer to the checks, are you
17 referring to the checks that were -- I believe this is
18 Exhibit 7?
19 A. Yes, those checks --
20 Q. Let me just identify them for the record.
21 They're a photocopy of four checks in the amount of
22 $10,000, $5,000, $100,000, and another $100,000 all
23 dated May 17, 2018.
24 A. Not all.
25 Q. I will take that back. One of the checks

1 for $100,000 is dated May 10th, 2018.
2 A. Correct. And that's a week before the
3 dismissal. And then there's another page, too, that
4 were --
5 Q. Was Breckenridge a party to that other
6 litigation?
7 A. They weren't a party to it, but it didn't
8 mean that they didn't have a representative from
9 National Default that contacted them. And this is not
10 an attack on you, you're just the lawyer representing
11 National Default, and you're just the lawyer
12 representing Breckenridge. I'm just saying when I put
13 it all together, the documents in there and the checks
14 and the other sheet in there, there's like a tear
15 sheet sort of thing where it looks like an interoffice
16 thing where they're touting the property, saying this
17 is a really hot one or whatever. And based on the
18 things that Mr. Nelson said on the phone it made me
19 believe that there was an inside collusion of -- not
20 that Breckenridge caused the foreclosure, but they had
21 inside track that this foreclosure was taking place,
22 that National Default was optimistic that they were
23 going to get this sale through, because of their past
24 history in the court system, I guess, and that they
25 gave Breckenridge the in on it. That's how it came as

1 across.
2 And when I spoke with Mr. Nelson, because he
3 called me on the phone and we had a very lengthy
4 conversation. This is when all of this was taking
5 place. And I told him -- because it was very
6 confusing. You heard all three people here today they
7 were the first point of contact with Alyssa McDermott.
8 And I never did speak with Ms. Aguilera, but I did
9 speak with Mr. Nelson. But they had the first
10 communications with them, not me.
11 All these third- party people enlightened
12 me. I wasn't aware of any of this, in terms of the
13 notice of default, in terms of the foreclosure of the
14 property, in terms of the actual sale, in terms of all
15 of this, they were the point person. I mean Chaffin
16 was the point person for all of, you know, Alyssa
17 McDermott, Casey Nelson, Ms. Aguilera going there, the
18 tenant going to them, and then they just let me know.
19 So when I spoke with Mr. Nelson, I told
20 him -- and he tried to say that Alyssa McDermott and
21 Ms. Aguilera were employees of Breckenridge. And I
22 said, "If you would give me an affidavit and declare
23 that they have no interest in the property, I'll
24 remove them from this lawsuit. And he refused to do
25 it or couldn't do it. And so that made me believe

1 even more that he wasn't able to. It would have been
2 a very simple thing to do. Just say -- you know, then
3 it just would have been Breckenridge. They would have
4 not even been a party to it.
5 And I'm not trying to be difficult, because
6 you have to realize I have to do the work with all
7 these extra of people involved. So I wasn't trying to
8 be frivolous with any of this. It's just that I asked
9 for something simple. I sent it to them in writing.
10 I said, "If you'll just give me an affidavit, I'll
11 give you an affidavit or declaration that I'm willing
12 to attest to something." And his unwillingness made
13 me feel that he was incapable for some reason. It
14 just made me think even more that there was collusion,
15 that he couldn't give me an affidavit about their
16 involvement. I'm still not 100 percent certain that
17 Ms. McDermott is not a part.
18 You heard Ms. Chaffin say today that this
19 was so confusing, we didn't know who -- we had so many
20 people calling us telling us they were the owner. And
21 if Ms. McDermott had just identified herself as an
22 agent for Breckenridge or an employee of Breckenridge,
23 she did not, and even Ms. Aguilera, to my
24 understanding, because I didn't speak with her, she
25 identified herself as the new owner of the property.

1 And later, when I guess maybe Debi said well somebody
2 else has already said that, that she identified
3 herself as, I think, head of accounting or something
4 like that.
5 And then Mr. Nelson called or sent an
6 e-mail, I guess it was, to Chaffin, from what I -- and
7 I don't remember which is which, that -- saying that
8 his company had purchased the property.
9 So nobody was able to connect the dots
10 between who Alyssa McDermott was, who Ms. Aguilera
11 was, and who Casey Nelson was. Because Casey Nelson
12 is Wedgewood. Ms. Aguilera I believe said she was --
13 no, excuse me. Casey Nelson said he was Breckenridge,
14 Ms. Aguilera, I think said she was with Wedgewood.
15 And then there's Alyssa McDermott. So it's like a
16 shell game. And it's like all of this cloaking.
17 And, you know, to the outside person who's
18 not involved with it, who's not the attorney for it,
19 it was very confusing. And you didn't know who to
20 believe or who to trust. And then couple that with
21 the fact that there was no actual recording of any
22 sale, you know, from I guess whenever the sale
23 allegedly took place on the 18th of May, nothing was
24 recorded until June 1st.
25 So I was checking every single day, as was

1 the title company that I contacted, asking -- because
2 I figured they could get this information if an actual
3 sale took place. So there's where the confusion came
4 in.
5 If they were true representatives, and they
6 had just identified themselves as such, if Mr. Nelson
7 had been willing to give an affidavit. He's
8 experienced, he's a lawyer. He's not going to lie to
9 the court, right?
10 So that's how it came about.
11 Q. Okay. Now the court has dismissed Alyssa
12 McDermott and Wedgewood from the case, and your case
13 is down to a notice, a question of notice. I mean do
14 you still have those allegations and beliefs against
15 Breckenridge and collusion?
16 A. I do believe that there's collusion. I
17 still do believe that.
18 Q. What's --
19 A. And I'm not sure -- I'm sorry to interrupt
20 you. I'm not sure if collusion is the right word, but
21 I think there was a deal behind the scenes, that's
22 what I believe.
23 Q. Okay. What's the basis for your belief or
24 allegation that someone within Breckenridge has been
25 investigated for mortgage fraud?

1 A. Well, I think that I've done a lot of
2 reading and research regarding the banks, and I just
3 believe that -- I just don't want to say, because I
4 don't want to be offensive to anybody. But I -- I
5 don't trust any of the parties. I believe that
6 dishonest things have happened. I believe that my
7 property is being stolen from me, from us. I believe
8 that all of you are in the know of what's going on. I
9 think you all know of the fraud that's taken place. I
10 believe that you're all a part of it. I'm sorry, but
11 I do.
12 Chase has paid billions of dollars in fines
13 for committing fraud, robo signing. They've admitted
14 it in open court, their employees have admitted it
15 under oath in court cases. Chase was fined, I think
16 it was maybe a year ago another million dollars for
17 repeating the same offenses that they'd already been
18 fined on. So they don't even stop. They just laugh
19 in the face of everybody and continue on. And the
20 billions of dollar they pay is just a cost of doing
21 business for them. For me, for us, it's personal,
22 it's very personal.
23 We live on a fixed income as retired,
24 disabled people. And that retirement home meant a lot
25 to us. It really did. And, you know, I feel that it

1 doesn't belong to Chase. I feel it is an unlawful
2 foreclosure. And no disrespect to your client, but
3 National Default Servicing Corporation was not a duly
4 appointment trustee, because Chase had no authority to
5 do that.
6 I know those loans are secure. We used to
7 laugh in the industry that these loans were sold off
8 before the ink was even dry. And they were
9 securitized. The deeds and the notes were split and
10 separated. That's just a known fact. And you guys as
11 attorneys, you know all of this to be true. So it
12 shouldn't surprise you that I don't trust the
13 attorneys that are associated with Chase Bank or with
14 National Default Servicing Corporation.
15 When this all came to light for me for the
16 first time and I looked at the chain of title, things
17 I had no idea were being recorded against our
18 property, I was in shock. Absolutely in shock. And
19 you can look at from when it went from Paul Financial
20 to the different title companies -- and I don't have
21 this in front of me, but I put it in all of my
22 briefs -- there's such a break in the chain of title.
23 National Default was not a duly appointed
24 trustee. Chase had no authority to do that. And this
25 Purchase and Assumption Agreement that they have hung

1 their hat on, it's a joke.
2 Q. So my question was what forms the underlying
3 basis for your belief that Breckenridge has been
4 investigated for mortgage fraud, and you said a whole
5 bunch of things about Chase and Washington Mutual and
6 NDSC, but nothing about Breckenridge.
7 So could you clarify why you believe --
8 A. I did.
9 Q. -- Breckenridge committed mortgage fraud?
10 A. I did say about Breckenridge. What I said
11 was because Casey Nelson was very boastful to me on
12 the phone about his relationship with National Default
13 and with Chase Bank. And he basically told me how
14 when -- I told you this, that when Chase bank gives a
15 direction to National Default, they do whatever
16 they're told to do. And he seemed to know that
17 intimately, seemed to know the workings of it. And I
18 just believed he was part of it, based on the way he
19 talked to me.
20 Q. And that would lead to mortgage fraud?
21 A. Well, I think all fraud.
22 Q. Okay. Did you attend the foreclosure sale?
23 A. I did not.
24 Q. Did you instruct anybody else to attend the
25 foreclosure sale to see what happened?

1 A. I would rather not say.
2 Q. Why would you rather not say?
3 A. Because I'm just not -- I'm still doing
4 investigation, and I'm just not wanting to discuss
5 that at this time.
6 Q. Well, this is your deposition under oath.
7 It's like you're in court. Like Mr. Van Patten had
8 explained to you before, you're supposed to testify as
9 to your knowledge and belief and understanding of
10 what's occurred.
11 So I'm going to ask you again, did you have
12 somebody else attend the foreclosure sale on your
13 behalf?
14 A. No.
15 Q. Are you aware of anybody else who was
16 present at the foreclosure sale?
17 A. No.
18 Q. Has anybody reached out to you to tell you
19 what occurred at the foreclosure sale?
20 A. No.
21 I would like to add one thing. One other
22 reason I feel like the foreclosure sale didn't take
23 place is because Ms. McDermott could not tell me when
24 she attended it, and I asked her specifically. And I
25 don't feel like you spend 200-plus-thousand dollars to

1 purchase property that you say you're the owner of and
2 you don't know the date that you went.
3 Q. Have you had any contact with the entity or
4 person who cried the foreclosure sale?
5 A. No.
6 Q. And you first became aware of the
7 foreclosure proceedings in October of 2017, correct?
8 A. The foreclosure proceedings?
9 Q. Yeah, of the notice of default.
10 A. I was made aware of the notice of default by
11 Chaffin -- I'm not sure if it's Chaffin or Chaffin
12 (pronouncing), on October 16th of 2017.
13 Q. When did you file for bankruptcy?
14 A. I never filed for bankruptcy.
15 Q. Did your husband file for bankruptcy?
16 A. Yes.
17 Q. When did your husband file for bankruptcy?
18 A. I don't remember the date.
19 Q. You remember the year?
20 A. I don't. Not right now, I don't. It's in
21 the records. It's in the court records.
22 Q. Turning to the notice of default, I don't
23 remember what exhibit that was for you, Exhibit No. 5.
24 I believe you took issue with the fact that the notice
25 of default was recorded in 2017, but there was an

1 affidavit attached to it that was dated 2014.
2 A. Um-hum.
3 Q. Is that the sole reason for your belief that
4 that document is fraudulent?
5 A. No. That's not the only reason I believe
6 it's fraudulent. I believe that -- I don't know where
7 that document is.
8 Q. It would be in this pile.
9 A. I can't comment or answer your question at
10 this time, because I don't recall the other reason
11 that I feel that it's a fraudulent document.
12 I know that it's fraudulent, because Chase
13 doesn't have a lawful assignment, for one thing. And
14 they're -- I can give you an example of another
15 document. I think I gave it to you in the
16 disclosures. And I'm pulling from my memory, and I
17 can't remember, but it had to do with somebody who
18 signed as vice president for Chase Bank. And that
19 person put down that she was vice president. And I
20 have another document that she signed in the same
21 year, in the same month, four days later.
22 Q. Did she sign your notice of default?
23 A. She didn't sign the notice of default.
24 Q. Did she sign your notice of sale?
25 A. She signed the assignment, the self-

1 **assignment of Chase that was dated in April of 2018.**
2 Q. Okay.
3 **A. And she signed that. And she signed an**
4 **assignment ten years after the fact, and whatever it**
5 **was --**
6 Q. So without knowing the date of your
7 husband's bankruptcy, is it possible that the
8 affidavit that's attached to the notice of default was
9 signed in 2014, perhaps prior to him filing
10 bankruptcy, and then once the bankruptcy was closed,
11 they utilized that same affidavit and then attached it
12 to a notice of default back in 2017 after the
13 bankruptcy proceedings?
14 **A. No, because the bankruptcy -- I think it was**
15 **closed in 2010, in 2010, approximately. It could be**
16 **'11, but '10 or '11.**
17 MR. SCHRIEVER: Okay. I have no further
18 questions.
19 FURTHER EXAMINATION
20 BY MR. VAN PATTEN:
21 Q. I just have one quick question. Why did you
22 not name Chase to this action?
23 **A. Because I was already in the Ninth Circuit**
24 **with Chase, and Chase was not a -- again, because I'm**
25 **pro se, I believe that now, at this point in time,**

1 **because that case had been closed and was in the Ninth**
2 **Circuit that -- and National Default went ahead with**
3 **the unlawful foreclosure sale of the property, that**
4 **the action was against National Default at that point,**
5 **because -- and maybe, looking back on it now in**
6 **retrospect, maybe vicariously Chase should have been**
7 **brought into it as well. I don't know.**
8 **At this point, it was National Default who**
9 **did the foreclosure and Breckenridge who bought it.**
10 **And that's why I named the two.**
11 MR. VAN PATTEN: Any further questions by
12 anyone?
13 MR. SCHRIEVER: No.
14 MR. VAN PATTEN: All right. I think at this
15 point we can conclude the deposition. As I stated at
16 the beginning, you'll have an opportunity to review
17 the transcript and make any corrections. But other
18 than that, I thank you for your time.
19 THE WITNESS: Thank you.
20 THE REPORTER: And I need your transcript
21 orders, please.
22 MR. SCHRIEVER: I can never remember what it
23 is. Condensed or whatever the cheapest option is, we
24 want that. Is there not a cheapest option? I don't
25 know. Whatever, we do want a copy, not expedited.

1 MR. VAN PATTEN: So we'll have the original,
2 I think the electronic version is the easiest.
3 (Whereupon the deposition concluded at 4:03 p.m.)
4 --oOo--
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 --oOo--
2
3 CERTIFICATE OF WITNESS
4
5 I hereby certify under penalty of perjury,
6 that I have read the foregoing deposition, made the
7 changes and corrections that I deem necessary, and
8 approve the same as now true and correct.
9
10 DATED: At _____, _____.
(City) (State)
11
12 This ____ day of _____, 2019.
13
14 _____
15 AUDREY KRAMER
16
17
18
19
20
21
22
23
24
25

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I, EVELYN J. STUBBS, a Certified Court Reporter in and for the County of Washoe, State of Nevada, do hereby certify:

That on Monday, the 16th day of September, 2019, at the hour of 1:34 a.m. of said day, at the Courtyard by Marriott, 1 Ballpark Lane, Reno, Nevada, personally appeared AUDREY KRAMER, who was duly sworn by me, and thereupon was deposed in the matter entitled herein;

That said deposition was taken in stenotype notes by me, a Certified Court Reporter, and thereafter transcribed into typewriting as herein appears;

That the foregoing transcript, consisting of pages 1 through 88, is a full, true and correct transcript of my stenotype notes of said deposition to the best of my knowledge, skill and ability.

DATED: At Reno, Nevada, this 1st day of September, 2019.

EVELYN J. STUBBS, CCR #356

WORD INDEX

<$>
$1,065,000.50 64:2
$10,000 74:22
$100,000 74:22 75:1
$3,000 68:8
$300 68:9
$300,000 65:19
$40,000 66:8
$45,000 67:6
$5,000 74:22
$6,042.67 41:12

<0>
07 19:5, 6
09 19:6

<1>
1 1:10 3:11, 21, 25 5:3 9:6, 10 90:9, 18
1:30 5:19
1:34 5:2 90:8
10 3:15 4:3 37:9 61:25 62:1 86:16
100 19:11 24:16 33:11 37:13 46:24 77:16
10080 2:13
10100 2:8
107.090 43:9
10th 75:1
11 31:14 86:16
12 3:13, 14 31:14
121 11:7, 15, 23 12:3 23:9, 14, 16, 18 24:5 25:21
1227 30:8, 25
1229 11:19 24:12 30:8, 25
12th 11:12
13th 11:11
14 46:13
15th 11:20
16 1:17 3:21 47:13 53:8
16th 5:1 45:18 47:21 84:12 90:7
17 74:23
1740 5:24 6:5
18 54:5
18-CV-00663 1:5
18th 78:23
19 43:19
1st 43:18, 19 62:13 78:24 90:21

<2>
2 3:13 12:17, 23, 24 26:18 41:10
2:01 47:13
2:14 54:4
20 15:23 20:9 21:3, 5
200 2:13
2001 17:6
2002 17:6
2005 28:17 31:10
2007 28:19, 20
2008 16:18 17:5 19:7 31:12, 13
2009 31:13
200-plus-thousand 83:25
2010 16:14 31:14 41:4 86:15
2011 31:15
2013 39:15
2014 11:20, 25 23:16, 20 24:15 29:8 85:1 86:9
2016 1:10 2:10 24:1 41:11, 23 42:1
2017 3:21, 24 11:11 12:2, 3 24:7, 8 45:18 46:24 47:13, 21 52:16 53:9 54:4 56:25 57:13 84:7, 12, 25 86:12
2018 11:11, 12 15:1 24:6 34:24 35:1 39:3 43:18 53:7 56:24 59:9 65:4 74:23 75:1 86:1
2019 1:17 5:2 43:19 56:24 89:10 90:8, 22
220 2:8
2364 11:7 21:9 23:23
24 3:24 46:13
24/7 10:14
24th 54:4
25 35:13 66:21, 23 67:18
258-8200 2:9
284 65:20
29 41:11
290 65:20
2nd 53:7

<3>
3 3:15 36:2
3:30 5:18
30 66:21
30,000 66:23 67:18
300 71:20
35 66:8
356 1:25 90:24
36 3:15, 17
385-2500 2:14

<4>
4 3:17 36:22, 23
4:03 88:3
40 66:11
425436 37:4
45 3:17 66:11
45,000 67:17
47 3:19
48 3:21
49 47:13
4th 39:3

<5>
5 3:4, 12, 17 45:19, 20 53:9 84:23
50 1:10
53 3:24
56 4:3
571145 46:1 51:25
579380 56:15
581625 62:5

<6>
6 3:19 37:9 47:4, 5 53:10
62 4:3
69 3:5

<7>
7 3:21 31:13 42:9 48:22, 23 51:13 74:18
702 2:9, 14

<8>
8 3:24 53:23, 24
86 3:4
88 90:18
89135 2:9
89145 2:14

<9>
9 3:11 4:3 16:18 56:10, 11
94 3:23
94547 21:10

<A>
a.m 90:8
ability 8:25 90:20
able 7:24 15:3 38:12 40:17 77:1 78:9
absolute 73:3
Absolutely 81:18
accept 32:22
access 42:11
account 20:16, 18 42:3, 6, 9, 10
accounting 41:21 78:3
accurate 9:3 48:21 51:8 69:8
Ace 2:8 5:21
acknowledge 43:1, 25
acquired 19:8 29:1, 2 35:11
acquisition 64:7
action 22:6, 8 30:24 33:15 42:17, 23 53:6 63:4, 12 67:9 86:22 87:4
actions 14:18 22:13
activities 73:14
actual 30:9 76:14

78:21 79:2
add 10:16 83:21
additional 11:14
address 11:2, 4, 7, 8, 15, 23, 24, 25 12:5, 6, 18, 19 15:5 21:8, 14 22:19, 20, 21 23:1, 14, 16 26:10, 14, 15, 21 30:10 54:21 55:25 56:4
addresses 22:17, 22 25:2
admitted 80:13, 14
adopted 65:6
advertise 29:17
advertising 20:7
Affidavit 52:4 76:22 77:10, 11, 15 79:7 85:1 86:8, 11
agent 18:25 77:22
ago 6:10, 11 16:13 17:3, 4 18:8 19:16 21:13, 18 23:24, 25 24:3, 4 35:19 41:20 42:12 46:6 65:17 80:16
agreed 5:19
Agreement 3:15 36:6, 12 37:8 39:11 81:25
Aguilera 55:21 61:1 76:8, 17, 21 77:23 78:10, 12, 14
ahead 87:2
air 67:21
Alameda 11:19
alcoholic 8:21
alerted 57:8
alien 72:14
allegation 79:24
allegations 70:14, 19 73:20, 24 79:14
allege 57:21
allegedly 78:23
alleging 60:2
allowed 43:23
Alta 2:13
ALYSSA 1:8 55:20 58:17, 18, 20, 21 61:1 74:2 76:7, 16, 20 78:10, 15 79:11
Amended 3:11 9:12 13:23
America 19:15 35:18
American 18:5
amount 64:3 65:5 74:21
anatomy 16:11
and/or 71:2
Anne 13:5 63:9
answer 6:20 7:17 8:15, 17 17:18 42:21, 24 59:21 73:18 85:9
answered 69:15, 24 70:4
answering 6:22
answers 6:24, 25 69:19
anybody 32:20 33:6 43:11, 12 55:1 61:15 63:2, 23 80:4 82:24 83:15, 18
anymore 35:22
A-paper 18:18
appeal 65:10 66:12
appear 5:17 38:13 49:2 51:16 68:9
APPEARANCES 2:1
appeared 5:5 90:10
Appearing 2:4
appears 47:11 54:3 90:16
applies 65:15
appointed 81:23
appointment 81:4
appraiser 72:12
appraisers 70:25
approach 7:19
appropriately 6:22
approve 89:8
approximately 16:7 17:2 21:13, 18 45:18 86:15
April 28:15 39:3 59:8 86:1
Area 20:19
areas 9:23 10:2
Aside 28:8
asked 8:19 13:7 14:1 38:4 46:12 55:5 60:7, 18 69:8, 23 73:20 77:8 83:24
asking 30:14 31:18 41:17, 18 59:15 67:20 68:1 79:1
assigned 39:7, 17
assignment 39:2, 13, 19, 21, 23 57:7 58:1 85:13, 25 86:1, 4
associated 81:13
association 27:14
assume 6:21
Assumption 81:25
assured 13:20
attached 11:3, 13 39:20 45:13 46:11 47:18 49:5 50:20, 23 85:1 86:8, 11
attachment 39:18 48:15, 16
attachments 48:3, 13
attack 16:20 75:10
attend 29:20 82:22, 24 83:12
attended 83:24
attention 11:17 63:5 69:18
attest 38:6, 10, 19, 21 77:12
attorney 10:4 13:13, 15, 16 53:13, 16 57:5 68:12, 18 78:18
Attorneys 2:7, 12 53:17, 20 64:13 71:17 81:11, 13
attorney's 65:21
auction 71:14 73:9
auctions 72:1
AUDREY 1:5, 16 2:3 3:2, 11, 19, 24 5:5, 7, 15 9:13 15:18, 21 47:12 54:4 89:14 90:10
A-U-D-R-E-Y 5:15
August 12:4 15:1 41:11
Authority 52:4 81:4, 24
Autumn 5:25 6:3, 5 15:16 25:6 28:11 30:4 35:12 42:25 44:10, 14 45:7 69:21
available 62:13
avp@tblaw.com 2:10
aware 12:5 40:16 43:18 58:20 76:12 83:15 84:6, 10

< B >
back 6:9 11:24 14:4 16:19, 20 19:5 27:10, 23 32:9 41:5 47:19 51:12 52:22 57:12, 15 74:25 86:12 87:5
background 15:17 29:19
bakery 16:12
Ballpark 5:3 90:9
bank 17:17 19:14 20:2 35:17 42:3, 6, 10 46:16 52:25 74:12 81:13 82:13, 14 85:18
Bankruptcy 3:13 12:13 25:1 27:13, 14, 15, 17 30:22 42:7 84:13, 14, 15, 17 86:7, 10, 13, 14
banks 17:25 19:9, 15 71:1, 7 72:22 80:2
based 64:8 65:8 75:17 82:18
basically 53:1 63:13 71:21 82:13
basis 7:12 25:20 62:12, 14 70:18

79:23 82:3
Bay 20:19
bearing 37:2 45:25 56:14 62:4
began 38:19
beginning 87:16
behalf 19:1 83:13
belief 70:18 73:2, 21, 24 79:23 82:3 83:9 85:3
beliefs 79:14
believe 7:22 9:2 11:21 12:14 23:20 25:9 26:17 43:8, 19 45:13 47:23 48:9, 10 53:7, 9 56:21 58:6 62:15 63:11 65:18, 19 67:18 68:19 70:16 71:25 74:17 75:19 76:25 78:12, 20 79:16, 17, 22 80:3, 5, 6, 7, 10 82:7 84:24 85:5, 6 86:25
believed 13:14 72:7, 17 82:18
belong 81:1
Benadryl 8:25
best 19:18 29:16 31:17 55:16, 23 69:9 90:20
beverages 8:21
beyond 72:1
big 19:15 27:25 71:4
bill 32:17
billions 80:12, 20
biology 16:11
bit 15:16
blended 30:17
Bleu 16:8
blew 34:7, 12
blown 34:21
blue 38:21
blurb 32:24
boasted 71:20 74:11
boastful 71:16 82:11
bogus 44:6
borrowed 71:2
BOSCO 2:7
bottom 53:3
bought 25:8, 17 67:11 87:9
Boulevard 2:8 11:19 24:12
Boy 31:6 46:22
braggadocious 74:15
bragged 74:11
brain 17:1 19:20
break 8:7, 8, 12 45:1 81:22
breathe 10:14
BRECKENRIDGE 1:9 2:10 33:14 58:16, 23 63:11 67:7 70:16, 23 72:8, 19 73:21, 22 75:5, 12, 20, 25 76:21 77:3, 22 78:13 79:15, 24 82:3, 6, 9, 10 87:9
briefs 81:22
bring 10:21 11:17 73:17
brought 11:1, 9, 14 12:8 63:4 87:7
Buena 30:10
bunch 82:5
business 80:21
buy 21:17
buyers 70:24
buying 61:7 72:20

<C>
calculated 64:3 65:7 66:18
calculations 65:13
calculator 66:7
California 20:12, 13 21:9 30:12 53:20
call 12:19 17:15 26:11 33:19 40:4 56:17 60:6 71:9
called 5:8 13:5, 14, 21 18:5 19:17 33:20 42:8 46:15 60:5 72:11, 12 76:3 78:5
calling 61:14, 21 77:20
calls 15:12 55:4, 20 61:1, 17
Canal 67:9
cancer 20:22
capacity 17:19 20:14
caption 57:4
captioned 59:15
Cardinal 11:16, 23 12:3 23:9, 10, 18, 22 24:11 25:21 26:1, 4
care 73:15
Case 1:5 7:18 28:5, 6 38:18 40:13, 14 42:18 59:17 66:23 67:1, 4, 11, 18 74:7 79:12 87:1
cases 40:13 80:15
Casey 55:21 58:17, 22 76:17 78:11, 13 82:11
cash 21:21 35:12
catastrophic 6:9 16:19 30:20
caused 30:20, 22 75:20
causes 14:17 22:6, 8, 13 42:17
caution 7:23
CCR 1:25 90:24
certain 70:14 77:16
certainly 25:4
CERTIFICATE 89:3
certified 43:15 62:23 90:4, 14
certify 89:5 90:6
cetera 10:20
Chaffin 3:21 10:10 13:5 14:5, 14, 15 28:22 29:1, 12, 13, 15, 23 32:10 33:9, 16 45:6 46:6, 9, 17 48:9 49:3 50:19 51:16 55:1, 14, 18 58:14, 24 59:24 60:3 61:2 63:9, 17 74:1 76:15 77:18 78:6 84:11
Chaffin's 52:2, 16
chain 40:1 47:12 81:16, 22
chance 7:21
change 7:24 11:2, 4 12:18 26:9, 14, 15 55:24 56:3
changed 19:8
changes 89:7
charges 68:9
Charleston 2:8
Chase 3:13 11:4, 24 12:5 19:14 25:2, 4 26:2, 6, 7 35:18 38:25 39:2, 17 41:4 46:15, 16 52:25 57:5 58:1 64:6 70:23 71:21, 22 73:22 74:12 80:12, 15 81:1, 4, 13, 24 82:5, 13, 14 85:12, 18 86:1, 22, 24 87:6
Chase's 41:21
cheapest 87:23, 24
check 72:4
checking 62:12, 13 78:25
checks 29:19 72:5 74:4, 16, 17, 19, 21, 25 75:13
chef 16:9
Circuit 65:10 86:23 87:2
city 30:11 89:10
civil 27:16
claims 73:22
clarify 6:20 27:21 28:3 82:7
clarity 52:15
clear 49:15
client 81:2
cloaking 78:16
close 36:18 65:19 74:7
closed 42:10 86:10,

15 87:1
closely 40:1
closer 66:11
collect 29:20
collectively 12:17
college 16:6, 10
collusion 70:21 75:19 77:14 79:15, 16, 20
come 14:11 19:18, 21
coming 26:8
comment 7:24 73:15 85:9
committed 82:9
committing 80:13
common 71:14
communicate 54:12
communication 15:12, 13 54:16 55:10, 22
communications 32:23 76:10
companies 17:24 29:17 61:14 71:1 81:20
company 18:2, 4 44:3 78:8 79:1
compared 9:20
Complaint 64:2 70:15
complete 69:8
completed 31:21
complimentary 8:1
computers 38:16
conclude 87:15
concluded 88:3
conclusion 72:7 73:4
Condensed 87:23
confirm 67:16
confused 13:10 14:5 29:2
confusing 76:6 77:19 78:19
confusion 79:3
Congratulations 15:24
connect 78:9
consent 5:18
consider 27:21, 25 67:10
consisting 90:17
contact 32:10 33:12, 16, 24, 25 76:7 84:3
contacted 44:2 55:19 60:3, 21 75:9 79:1
cont'd 4:1
contention 42:16
continue 80:19
contract 29:9 33:5
controlled 8:22, 24
conversation 14:23 34:24 60:13 76:4
converted 42:9
convicted 28:9
copied 10:11
copies 12:9, 10 38:9 49:24 50:15, 20
copy 8:1, 2 43:2, 21, 22, 25 46:17 47:1 49:9, 11 50:5, 6 51:8 58:4, 13 59:11 62:20 87:25
Cordon 16:8
corner 36:5 37:3, 10 45:25 51:22 56:15 62:6
CORPORATION 1:8 2:6 5:23 6:2 18:8 74:13 81:3, 14
correct 5:19 7:21 11:25 16:2 26:19 31:4 32:18 47:13, 14 52:18 54:5, 6 55:6, 7 59:10 71:11 75:2 84:7 89:8 90:18
correction 9:20, 22
corrections 87:17 89:7
cost 64:8 65:9 67:8 80:20
costs 65:22 66:4, 17 67:6, 17
counsel 53:13
Countrywide 17:24
COUNTY 1:2 37:25 39:22 43:1, 24 44:10, 14 46:10 58:1 67:4 90:2, 5
couple 11:2 18:19 23:24 24:4 41:3 59:3 65:4 78:20
course 27:14 30:24 56:24 58:11 65:3
COURT 1:1 6:16 10:19 14:18 21:10 22:7, 9, 14 25:2, 5 27:17, 19 28:4 33:22, 23 40:10, 17 42:23 43:20 47:24 53:6 57:3 59:15, 18 63:15, 22, 25 64:1 66:25 67:10 68:9 72:7 75:24 79:9, 11 80:14, 15 83:7 84:21 90:4, 14
courtesy 8:2
courthouse 72:2, 24
courts 63:15
Courtyard 5:3 90:9
crack 72:22
crashing 19:7
Credit 3:13 36:12 37:7, 8
cried 84:4
criminal 28:9
cup 40:4
current 11:8 16:15 21:8 23:14 26:5
currently 14:18 15:22 22:14 30:1
Cuterry 18:15

< D >
daily 62:12, 14
damages 64:3, 9, 10 65:9, 11
Daniel 33:1, 7 58:19 61:18
date 29:8 30:16 59:8 84:2, 18 86:6
dated 39:18, 21 47:12 52:6 54:4 74:23 75:1 85:1 86:1 89:10 90:21
dates 11:9 31:18
daughter 15:10
day 5:2, 3 62:22, 23 78:25 89:10 90:7, 8, 21
days 85:21
deal 63:14 79:21
dealing 63:14
dealt 64:5
Dean 15:21
D-E-A-N 15:21
Debi 3:21, 24 14:14, 15 32:11, 13, 19, 20, 22 34:7 45:12 47:16 54:5 78:1
debtor 42:8
December 11:11 12:3 39:15 46:23, 24 56:25 57:13
decide 41:22
decided 71:13 72:3, 6, 25 73:9
decision 72:2
decisions 71:13
declaration 49:16 77:11
declaratory 22:10
declare 76:22
declaring 46:15
Deed 3:17, 19 4:3 36:17 37:7 43:13 45:24 57:7 62:4, 16, 17, 18, 25 63:6, 16, 19
deeds 21:23 81:9
deem 89:7
DEFAULT 1:8 2:6 3:17 5:22 6:2 25:3 33:8 39:14, 23 43:3, 5, 22 45:13, 23 47:17 51:17 52:5, 6, 11 54:11, 25 55:12, 14, 25 56:2 58:12 62:24 70:24 71:23 72:9, 19 74:13 75:9, 11, 22 76:13 81:3, 14, 23 82:12, 15 84:9, 10, 22, 25

85:22, 23 86:8, 12 87:2, 4, 8
defective 14:2 50:5
Defendant 2:6, 10 27:3
Defendants 1:11 5:8
defense 13:13, 16
define 28:1
degree 16:6 21:6
Denise 18:15
deponents 8:19
deposed 6:6 90:11
DEPOSITION 1:16 3:11 5:23 7:20 9:13 10:5, 7 13:3, 5, 7, 12 14:7, 12 15:7 23:6 83:6 87:15 88:3 89:6 90:13, 19
Dept 1:6
DERMOTT 1:9
describe 17:16
detainer 33:15 34:4 63:12 67:9, 12
determining 7:13
diagnosed 20:22
difference 7:4
different 27:22, 24 28:1 49:17 61:5 64:4, 13, 14 65:13 81:20
difficult 48:20 57:25 77:5
digging 23:2
digital 38:7, 10
digitally 38:16
direct 73:3, 12
directed 14:17
direction 82:15
directly 58:20
Disabled 16:16 80:24
disagree 14:4
disagreed 14:3
discern 10:18
discharge 12:13
discharged 27:15
disclosed 12:11, 15 48:8
Disclosure 3:15 36:6 73:17
disclosures 64:22 69:5 85:16
discoverable 12:7
discovered 57:25
discovery 70:15 73:21
discuss 14:9 27:11, 17 55:1 59:23 63:16, 19 83:4
discussion 14:16 50:10 55:18 63:23
discussions 55:13
dishonest 80:6
dismissal 75:3
dismissed 28:6 59:17 79:11
disrespect 81:2
DISTRICT 1:1 43:20 53:6 57:3 59:15 72:7
document 9:12, 15 13:19 36:4, 9, 11, 14, 16, 17 37:2, 4, 6, 12, 14, 19, 21 38:25 39:1, 5, 8, 10, 11, 16, 18, 24 41:17 44:9, 13 45:22 46:1, 3, 5, 8, 9, 14, 18, 19, 20 47:1, 3, 8, 10, 15 48:19 56:13, 15, 18 57:19, 24 58:7 62:3, 5, 8 63:25 85:4, 7, 11, 15, 20
documentation 10:18
Documents 3:21 10:12, 21, 23, 25 11:12 12:1, 11 14:20 26:17, 24 28:16 31:19 34:15, 23 38:3, 18, 23 39:12, 25 40:2, 7, 11, 14, 18 45:10 46:12 47:20 48:7, 9 49:2, 7, 13, 22 51:4, 15, 18 52:1, 7 56:22 57:10, 11 58:2 59:2 63:3 64:21 69:4 73:25 75:13
doing 17:11 19:10 20:14 31:17 61:16 63:18 80:20 83:3
dollar 80:20
dollars 80:12, 16 83:25
door 34:16, 17
dots 78:9
download 62:10
downloaded 46:10 62:9, 22 63:3
downloading 37:24
Drive 2:13
dry 81:8
due 49:25
duly 5:9 81:3, 23 90:10
duties 17:19

<E>
easiest 88:2
economy 25:10
educational 16:3
Edwards 15:18
eight 17:3, 5
either 17:6 27:3, 18 33:19 41:20 61:6
Elaine 5:15
E-L-A-I-N-E 5:16
Election 3:17 45:23 52:5, 11
electronic 15:12 38:6 88:2
email 29:11
E-mail 3:19, 24 10:10, 11 14:1 45:14 47:11 48:6 52:2, 17, 19 53:8 54:3, 7, 9 58:22 78:6
e-mails 15:13 48:2, 16
employee 77:22
employees 18:12 76:21 80:14
engineer 21:1
enlightened 76:11
ensued 30:20 67:12
entirety 67:16
entities 30:24 71:25
entitled 43:21 56:13 90:12
entity 18:6 84:3
envelopes 11:3, 13
Equity 3:13
equivalent 16:7
erroneous 57:23
Esq 2:8, 13
established 72:21
Estate 3:23 28:23 29:13, 23 46:7, 9 48:10 49:3
estimate 7:5 31:10 66:3, 20 67:17, 22
estimating 7:10
et 10:20
evasive 35:9
EVELYN 1:25 5:4 90:4, 24
event 44:20
everybody 71:5 80:19
evidence 11:9 63:22 73:3, 12
exact 17:3, 7 29:6 59:8
exactly 21:20 39:15 41:1 46:22 50:18, 22 52:21 65:16
EXAMINATION 3:3 5:11 69:13 86:19
examined 5:10
example 7:7 68:6 85:14
excuse 14:15 43:19 55:10 67:7 78:13
executing 37:14 38:2
executive 20:16, 19
Exhibit 9:6, 10 12:17, 23, 24 26:18 36:2, 22, 23 41:10 45:19, 20 47:4, 5 48:22, 23 49:14 50:2, 24 51:12 53:9, 10, 23, 24

56:10, 11 61:25 62:1 74:18 84:23
EXHIBITS 3:9 4:1
exist 35:22
existed 56:1
ex-parte 59:15
expedited 87:25
expensive 68:10
experienced 79:8
explained 83:8
extra 77:7
extremely 22:17

<F>
face 80:19
face-to-face 33:25
fact 14:10 38:16 57:18 73:6 78:21 81:10 84:24 86:4
false 35:10
familiar 69:1
family 15:8
far 8:5 66:8
Fargo 32:1
favorite 72:11, 12
February 11:22 15:23
federal 27:19 28:4, 6 53:6
fee 68:8
feel 7:21 77:13 80:25 81:1 83:22, 25 85:11
fees 65:21 66:24
felt 74:5
Fernley 5:25 6:5 67:10
figured 79:2
file 25:1, 5 63:12 84:13, 15, 17
filed 26:15 27:15, 16 33:14 34:4 38:25 40:8 42:7 53:6 54:18 55:17 57:5, 6, 7, 17 58:1 59:13 63:11, 25 84:14
filing 27:14 54:19, 20 57:9 66:24 86:9
filings 10:9, 20 25:1
finances 23:2
Financial 35:14, 20 81:19
find 44:3 68:11, 17, 22
finding 40:18
fine 7:17 19:25 22:24 51:4, 8 60:12 66:20
fined 80:15, 18
fines 80:12
finish 8:9, 15, 16
first 5:9 9:18 13:4 25:9 28:17 33:12, 20, 22 38:1 43:5 47:16 55:22 57:8 61:19 62:12 68:14 70:1, 8 72:22 76:7, 9 81:16 84:6
five 6:11, 12 24:23, 24 44:25
fixed 80:23
flippers 71:9
Florida 68:16, 18, 19, 20
fluttering 56:5
folder 12:19, 20
followed 22:21
follows 5:10
forced 20:21 25:11
foreclosed 72:20
foreclosure 22:9 30:5, 23 37:16, 17 54:14 67:13, 14 70:17, 18 75:20, 21 76:13 81:2 82:22, 25 83:12, 16, 19, 22 84:4, 7, 8 87:3, 9
foreclosures 31:5, 21 64:6 71:7, 11
foregoing 89:6 90:17
forensic 39:9 64:14, 15, 24 68:7, 23
forgot 66:11
form 38:13 55:2
formed 73:23
forms 82:2
forward 6:19 26:21 29:13 43:23 56:18 73:17
forwarded 45:8, 10 58:25
forwarding 15:5
found 40:10 57:14, 16 65:2
four 16:19 39:19, 21 74:21 85:21
Francisco 20:12
frank 46:25 68:3 73:5
fraud 79:25 80:9, 13 82:4, 9, 20, 21
fraudulent 38:18, 22, 23, 25 39:8, 11, 24 40:9, 12, 15, 19, 21 46:12 57:20 58:3 64:5 70:21 73:14 85:4, 6, 11, 12
fraudulently 71:2
Freddie 17:25
free-for-all 71:6
frenzy 71:5
fresh 49:9
Fresno 20:11, 18
Friday 60:8
frightening 66:5
frivolous 77:8
front 28:16 29:9 31:20 39:5, 16 40:17 66:2 81:21
full 90:18
full-time 25:20
FUND 1:9 2:10
further 22:22 26:25 27:11, 18 50:17 51:1 86:17, 19 87:11

<G>
Galena 11:19 24:12
game 40:4 78:16
gamut 18:18
gaps 39:25
gardening 70:12
general 20:17
Georgia 68:19
germane 22:11
getting 55:19 60:25
girlfriend 34:18
give 8:1 24:25 33:4 35:10 38:20 50:5 55:24 56:3 68:6 74:11 76:22 77:10, 11, 15 79:7 85:14
given 13:21 37:22 39:14 46:9 48:20 62:23 63:2 64:19
gives 82:14
giving 9:3 22:20 39:19, 22
Glen 5:25 6:3, 5 15:16 25:6 28:11 30:4 35:12 42:25 44:10, 14 45:7 69:21
go 6:19 12:1 34:11 50:22 60:17 72:23
goes 60:12 71:14
going 6:20 12:16 22:22 23:12 24:14 29:12 32:9 35:5 39:6 42:13, 14 44:21, 24 52:3 53:5, 12, 23 56:6, 9, 17 72:1, 24 75:23 76:17, 18 79:8 80:8 83:11
good 7:9 16:25
gosh 16:13 66:5
gotten 57:11 69:19
graduate 16:12
graduated 16:5, 8
gravity 6:15
great 74:6
Green 19:24 20:1
Greenspan 19:23
Group 18:5
guess 7:5 16:18 18:24 24:14 26:8 28:20 35:6, 8 38:15 42:8 57:18 58:23 59:7 65:4, 13 66:9 73:25 75:24 78:1, 6, 22
guessing 28:14 35:5 46:23, 25

guys 14:9 44:25 45:3, 4 57:18 71:9 81:10
guy's 68:24

<H>
handed 58:20
handing 49:11
handle 19:1 29:5 33:5, 9
hands 19:8
happen 30:21 31:5 44:23 72:10
happened 30:19 34:15 35:4 44:20 71:5 80:6 82:25
happens 72:14
harassing 55:20
hard 7:10 35:19 59:3
hassle 72:23
hat 82:1
head 31:19 78:3
heads-up 13:21
heard 5:21 7:3, 8 28:24 61:18, 19 70:7 76:6 77:18
heart 8:23 16:20
held 50:10
Hercules 21:9
hey 74:6
high 16:4, 5 68:3
Highly 68:20
hire 64:17
hired 39:9 68:7
history 16:4 75:24
HOA 27:15
hold 31:19
holding 27:23
Home 3:13 25:8, 13, 18 26:5 34:20 47:17 70:3, 4 80:24
honest 18:9 26:11 33:1 41:20 44:16 47:25
honestly 19:10 22:4 24:19 66:18
hot 74:3 75:17
hour 5:2 44:25 68:9 90:8
hours 10:15
huh-uh 6:25
hung 60:12 81:25
husband 14:8 15:9, 19 20:20, 21 29:6 58:6 84:15, 17
husband's 86:7
HUTCHISON 2:12

<I>
idea 7:11, 13 44:20 62:19 81:17
identical 9:21 49:11, 24 51:2
identification 9:10 12:24 36:2, 23 45:20 47:5 48:23 53:24 56:11 62:1
identified 58:3 60:4 77:21, 25 78:2 79:6
identify 74:20
impair 8:25
Important 45:24
impression 14:2
inaccurately 7:22
incapable 77:13
included 26:17 52:1
including 27:7 66:24
INCLUSIVE 1:10
income 25:16 70:5 80:23
incurred 65:21, 22
independent 17:23 18:1 19:18
INDEX 3:9 4:1
indicated 53:12
industry 70:22 71:15 81:7
inexpensive 65:11
influence 8:21
Information 3:13 7:12 12:6 14:16 17:20, 21 24:25 25:4 29:10 31:7 33:16 35:10 42:3, 6 54:21 57:24 64:19 73:2 79:2
informed 60:6
initial 64:22 69:5
initially 9:18
initiate 27:19
injuries 25:11
injury 6:9 16:19 19:5 27:10 30:20 31:12
ink 38:21 81:8
inquiry 9:23
inside 75:19, 21
instance 41:11
instant 66:16
instruct 14:19 82:24
instructed 7:18
intended 25:12
intention 70:3
interaction 33:10
interest 35:11 43:8, 10, 11, 12, 14 76:23
interested 74:8
interoffice 75:15
interrupt 79:19
interworkings 71:24 74:12
intimately 82:17
introduce 63:22
invalid 58:11, 12
investigated 79:25 82:4
investigating 73:6, 10
investigation 83:4
investigator 68:7
involved 70:16 77:7 78:18
involvement 77:16
involving 27:20
issue 38:15 84:24
issues 29:21 32:12, 15, 16

<J>
January 11:10, 11, 12, 20 53:7
Joe 74:6
joke 82:1
JP 19:13 32:7
judge 43:20
JUDICIAL 1:1 28:2 43:20 67:3
June 24:10 28:15 46:13 78:24
Justice 67:9

<K>
keep 34:4 50:2
kept 26:8 61:14 68:25
kind 13:17 40:5 57:3 59:3 63:23 67:24 72:14
knew 11:24 44:22 57:17 71:17 73:21
know 6:19 7:3 13:8, 11, 19 14:11, 12 15:3, 9, 10 17:15, 16, 17 18:1 19:16, 22, 24 22:4 23:2, 3 24:15, 19 25:1, 23 28:7 29:1, 3, 6 30:9 31:6, 7 33:2 34:23 35:7, 17 39:3, 7, 9, 15 41:19, 22 42:2 43:5 44:1, 16, 19 46:20, 22 47:23 48:3 50:21 54:22 56:1, 3, 4 57:11, 20 58:17, 21, 23 59:8, 21 60:9 61:4, 16, 18, 23 63:1, 14 64:9 65:1, 4, 9, 10 67:23 68:1, 5 70:20 71:1, 4, 6 72:10, 13 73:1, 7, 8, 9, 16 74:3, 7, 8, 14 76:16, 18 77:2, 19 78:17, 19, 22 80:8, 9, 25 81:6, 11 82:16, 17 84:2 85:6, 12 87:7, 25
knowing 86:6
knowledge 48:4 71:15 73:3 83:9 90:20
knowledgeable 71:24

known 13:20 15:17 33:3, 7 55:24 56:2 81:10
KRAMER 1:5, 16 2:3 3:2, 11, 19, 24 5:5, 7, 15 9:13 15:21 16:1 21:4 30:12 47:12 54:4 89:14 90:10
K-R-A-M-E-R 5:16

<L>
labeled 62:4
Lane 5:4 90:9
large 41:3
Larson 28:25 29:1, 4
Las 2:9, 14
Late 59:7
laugh 80:18 81:7
Law 2:7, 12 6:16
lawful 85:13
lawsuit 27:2 54:18, 19, 20 55:17 76:24
lawsuits 27:5
lawyer 75:10, 11 79:8
lawyers 54:17
Le 16:8
lead 82:20
leader 71:22
learned 53:5
Lee 13:5 63:9
left 15:4 24:15 34:20 60:5
legal 10:9
legitimate 61:23
lender 20:4 21:25 35:17
lenders 18:1 19:18 31:23 32:1, 3, 5, 7 35:16
lending 16:23 17:10, 24 18:5 72:11
lengthy 76:3
LEO 1:5 2:3 16:1
letter 46:11 48:5, 11
level 22:11
LexisNexis 65:23
lie 79:8
life 32:2
light 81:15
Line 3:13 36:12 37:8, 15 42:14
listed 13:13
litigated 63:25
litigation 27:19 60:11 63:12 64:9 65:9 66:13, 16 67:17 68:5 71:19 72:6 74:5 75:6
little 15:16 44:24 74:12
live 10:14 23:8, 10 24:11 25:6 80:23
lived 11:18 69:21 70:9, 10, 11
living 25:19
LLC 1:10 2:10 18:7
loan 17:22 18:25 19:10, 14 23:3 35:14 52:24 66:1 72:13
loans 17:12, 14, 16, 17 18:16, 21 19:1, 13 20:3 35:24 81:6, 7
located 5:24
Loeffler 15:19
L-O-E-F-F-L-E-R 15:20
long 6:10 16:17, 24 18:8 19:16 20:5, 8, 23 21:2 23:10 24:19 42:12
longer 63:10
look 7:14 12:2 22:3 29:10 36:18 40:1 41:2, 5, 9 45:15 48:16 50:25 52:22 81:19
looked 61:9 65:2 81:16
looking 36:4, 7 45:22 50:14, 22 62:3 87:5
looks 75:15
lose 52:3
loss 65:11
lost 34:10, 11 69:19
lot 17:25 31:18, 19 61:7, 17 70:20 80:1, 24
low 68:3
LYON 1:2 37:25 39:22 67:4

<M>
Mac 17:25
maiden 15:18
mail 26:21 43:15 45:7 58:5, 10 59:5 62:20, 23, 24
mailed 43:15
mailing 11:25
mailings 11:15
mainstream 35:17
maintenance 29:20 32:16
major 16:20
making 9:21 17:15 26:11 41:24
management 29:17, 24
manager 20:17
man's 68:13
March 11:23 23:16, 20 24:15
Maria 34:18
mark 9:6 12:16, 23 36:22 45:19 47:4 49:13 53:23 56:10 61:25
MARKED 3:10 4:2 9:10 12:24 26:18 36:2, 23 41:9 45:20 47:5 48:22, 23 53:24 56:11 62:1
market 19:7 20:11, 12
marketing 20:15
married 15:19, 22 16:1
Marriott 5:3 90:9
matches 50:11
matter 90:11
Matthew 2:13
MC 1:8
McDermott 55:20 58:17 60:1 61:1 74:2 76:7, 17, 20 77:17, 21 78:10, 15 79:12 83:23
mean 15:12 17:4, 21 29:13 31:12 32:15 34:11 49:24 58:9 63:22 67:1, 5 71:10 73:7 75:8 76:15 79:13
meant 23:25 80:24
mediation 57:16, 24
medications 8:21
medicine 8:23
meltdown 71:5
memory 15:2 23:15 24:18 31:18 36:21 39:6 47:23 65:14 85:16
mentioned 38:22
MERS 40:6
message 60:6
met 17:23 33:21, 22
methods 15:13
middle 8:8
mile 21:14
million 80:16
minor 32:23
minute 17:1 45:1
misleading 13:18
missed 40:3
missing 11:22 12:4 49:16, 19
mistake 52:25 53:2
mistaken 43:9
mode 63:13
moment 46:6
MONDAY 1:17 5:1 90:7
monies 67:23
month 28:16 35:2, 3, 7 61:12 85:21
monthly 40:22
months 23:24, 25
moot 63:24
Morgan 19:13 32:7
morning 6:1 7:4 8:20 58:19 61:19

mortgage 16:23 17:10, 12 18:19 21:24 22:4 36:5 70:22 71:4 72:11 79:25 82:4, 9, 20
motion 57:3, 4
motions 57:15
move 5:19 21:12 23:18 24:13 38:17 43:23 70:6 73:19
moved 21:13 23:21, 23 24:1, 4 25:21 26:1, 4, 12, 20
moving 14:25 40:5
mschriever@hutchlegal.com 2:15
Mutual 3:15, 17 17:25 19:2, 11 32:5 39:4 40:23 64:7 82:5

<N>
name 5:13, 21 15:18, 19, 21 18:4, 14 20:3 31:25 32:2 33:3, 4, 7 35:14 43:13 44:2 68:13, 14, 15, 16, 24 86:22
named 87:10
names 15:17 19:20, 23 33:2, 6 35:20 53:19 61:8 65:1, 3
narcotics 8:24
NATIONAL 1:8 2:6 5:22 6:2 25:3 39:14, 22 55:25 70:24 71:22, 23 72:9, 19 74:13 75:9, 11, 22 81:3, 14, 23 82:12, 15 87:2, 4, 8
NDSC 6:2 25:22, 23 54:12, 13, 15, 17, 21, 22 73:22 82:6
NDSC000001-NDSC000010 3:16
NDSC000011-NDSC000020 3:17
NDSC000022-NDSC000028 3:19
NDSC000032-NDSC000034 4:3
NDSC000035-NDSC000038 4:5
necessary 7:22 89:7
need 6:25 8:7 15:16 87:20
needed 14:10, 17 17:22
neighbor 61:20
neighborhood 28:21 31:15
Nelson 55:21 58:18, 22 71:16 74:11 75:18 76:2, 9, 17, 19 78:5, 11, 13 79:6 82:11
network 21:1
NEVADA 1:2, 18 2:9, 14 5:4 25:15 43:6 53:20 62:24 67:10, 14 70:5 90:1, 6, 9, 21
never 14:23 19:14 25:12 36:15 39:20 44:22 45:9 54:13, 14 57:16, 22 62:21 63:2 70:11 71:14 72:23 76:8 84:14 87:22
new 10:21, 23 28:24 60:2, 4, 7 77:25
night 8:25
nine 16:13
Ninth 65:10 86:23 87:1
nodding 6:24
nonverbal 6:24
notations 74:2
note 51:19
noted 23:5 42:19, 22
notes 9:7 81:9 90:14, 19
Notice 3:11, 17 4:3 5:1 9:12 13:24 22:18 33:8 37:17 41:12 43:2, 22, 25 45:13, 23, 24 47:17 51:17 52:5, 6, 8, 11, 15 54:11, 25 55:12, 14 56:2, 14, 17 57:6, 16, 25 58:4, 11, 13 59:6, 11, 23 60:10, 19 62:24 76:13 79:13 84:9, 10, 22, 24 85:22, 23, 24 86:8, 12
noticed 25:3, 4
notified 26:2, 7
notify 25:22 26:6, 12
November 12:2
NUMBER 3:10 4:2 33:19 37:4 46:1 51:24 60:5 62:5
numerous 10:9

<O>
o0o 89:1
oath 6:14 80:15 83:6
object 7:16 22:5, 19 23:1 42:13
objected 23:1
objection 22:15, 21, 25 23:5 42:19, 22
occupation 16:15
occurred 60:15 73:2 83:10, 19
October 3:21, 24 45:17 47:12, 21 52:16 53:8 54:4 84:7, 12
offense 28:9
offenses 28:8 80:17
offensive 71:10 80:4
offhand 53:19
office 7:14 11:2 13:14 26:10, 13, 16, 21 46:11 56:23 57:15 58:2
official 44:19
offline 56:19
oftentimes 71:7, 13
Oh 16:13 24:3 26:22 30:16 31:11 36:14 46:22 66:5
Okay 7:25 8:18 9:7 11:6 12:9, 16 14:9 15:15 20:10 24:8 25:6 27:9 30:14 31:9 36:20 42:20 45:2, 4 49:9 50:3, 7, 9, 24 51:12, 14 52:7, 10, 13 54:3 55:8 60:23 69:6, 25 73:11, 18 79:11, 23 82:22 86:2, 17
old 26:21
oldest 27:9
once 63:24 86:10
ones 12:12 68:25
ongoing 66:2 68:5
online 37:16, 24 65:2
oOo 1:3 88:4
open 80:14
opportunity 7:20 87:16
opposed 7:13
optimistic 75:22
option 87:23, 24
orchestra 71:22
order 40:18 50:1, 21, 25
orders 40:10 87:21
original 12:9, 10 88:1
originally 5:17
outcome 28:4 59:16
outside 22:6, 12 42:16 78:17
owned 30:5
owner 18:24 60:2, 4, 7 61:6 77:20, 25 84:1

<P>
P.A 2:7
p.m 5:2 88:3
Paatalo 64:20 68:6, 11, 17 69:3
PAGE 3:3, 21, 25 37:9 38:17 75:3
pages 3:12, 14, 15, 23 9:23 49:19

59:2 90:18
paid 42:15 80:12
pain 65:12
paper 18:20
papers 10:9
paperwork 47:18
pardon 17:1
parents 15:10
part 24:14 29:3 43:7, 9 52:8, 16 66:23 67:8, 10 74:10 77:17 80:10 82:18
parties 5:18 10:20 71:9, 18 80:5
partners 18:10 71:8
parts 43:7
party 17:13 27:2 48:2 63:5 67:11 75:5, 7 76:11 77:4
pastry 16:9
Patten 2:8 3:4 5:12, 22 9:11 13:1 21:7 30:13 36:3 37:1 44:24 45:4, 5, 21 47:7 49:1 50:13 54:2 56:6, 9, 12 62:2 69:10 83:7 86:20 87:11, 14 88:1
Paul 35:14, 20 68:14, 18, 22 81:19
pay 21:21 35:12 66:1 70:12 80:20
paying 32:16 69:18
payment 40:25 41:4, 12, 18, 21, 23, 24 42:15, 16
payments 40:22 41:3
penalty 89:5
pending 59:16 60:11
people 61:5, 7, 17, 21 64:5, 7, 12 68:25 71:1 72:15 76:6, 11 77:7, 20 80:24
people's 61:8
percent 19:11 24:16 33:11 35:13 37:13 46:24 77:16
perjury 89:5
person 13:4 30:18 32:14 43:10 46:15 64:18 68:23 76:15, 16 78:17 84:4 85:19
Persona 2:4
personal 23:2 48:4 80:21, 22
personally 5:5 58:7 90:10
pertaining 55:13 66:13 70:23
pertains 5:24
pertinent 22:13, 17 42:18
phone 26:11 32:24 55:20, 23 60:5 71:16 75:18 76:3 82:12
photocopy 74:21
phrase 74:14
picked 71:8
piece 63:21
pigeonhole 68:2
pile 85:8
place 19:5 29:7 31:12 34:24 43:6 44:2 52:3 61:4 62:15 67:8 70:21 72:8 73:7, 8 75:21 76:5 78:23 79:3 80:9 83:23
plaintiff 9:19 13:13 27:3
Plaintiffs 1:6 2:3
plan 25:15 70:6
planned 25:19
please 5:13 6:19 16:3 50:2 87:21
plus 21:18 36:6 68:9
Point 20:1 29:5 35:6 59:17 62:11 63:8, 21, 24 73:16 76:7, 15, 16 86:25 87:4, 8, 15
portfolio 20:4
pose 8:15
position 51:7
possession 10:19 37:21 38:1 42:8 48:1, 8
possible 86:7
post 11:2 26:10, 12, 15, 21 29:17
posted 11:4 45:11 62:18
Post-it 51:19
potentially 46:24
prefer 72:15
preparation 65:23
prepare 10:7
present 43:18 83:16
presently 8:20
president 46:16 85:18, 19
press 45:2
pretty 29:21 48:1, 11 57:2
prevented 9:3
previous 21:14
pricing 25:17
Primarily 10:16 32:23
primary 32:10
printed 10:12 50:18
prior 15:19 23:7 31:10 42:1 46:12 52:6 54:20 56:1 60:24 70:17 86:9
private 68:7
pro 86:25
probably 7:9 10:15 16:7 25:2 31:15 56:21, 23 63:8 66:7
probing 22:11
problem 12:22
proceed 8:10 22:16 23:6
proceedings 84:7, 8 86:13
professionally 71:11
pronouncing 58:24 84:12
proof 11:1 12:18 26:14, 22
Proper 2:4
properties 27:20 30:8, 23 31:1, 2, 3, 24 71:3 72:21, 25
PROPERTY 1:9 2:10 5:24 6:3, 4 11:16, 18 15:1, 16 18:21 21:21, 23 22:10 23:7, 11, 22 25:7, 17, 22 26:1, 2, 5, 20 28:11, 12, 14, 18 29:17, 18, 24 30:2, 4, 5, 7 32:15, 25 34:5 35:12, 23, 25 40:2, 8 42:25 43:10, 12, 14 44:11, 15, 18, 22 45:7, 11 57:10 60:8, 11 61:3, 6, 7, 17, 22 62:18 64:8 65:8, 18 66:14 67:12 69:22 70:9, 10, 11, 17 72:3 73:23 74:3, 6 75:16 76:14, 23 77:25 78:8 80:7 81:18 84:1 87:3
prospective 29:19
provide 8:2 14:19 33:16 46:17 47:20 54:20
provided 26:18, 25 46:6 47:1, 6 49:3 50:18 51:5 58:13
provides 43:7
providing 38:9
public 73:9
pull 39:6 49:12 56:20 66:7 67:20
pulled 46:21 56:19, 22
pulling 23:14 47:23 65:14 85:16
punitive 64:9 65:11
purchase 71:11 72:2 81:25 84:1
purchased 28:14 60:7 70:2 71:2 73:23 78:8

purchasing 35:23 61:22
PURSUANT 5:1
put 26:10 35:13 49:10 75:12 81:21 85:19

< Q >
question 6:18 8:9, 16, 17 16:25 17:18 44:12 60:16 68:2 69:23 70:4 79:13 82:2 85:9 86:21
questioning 42:14
questions 7:17 8:5 9:8 10:8 14:13 26:25 42:21, 24 69:7, 11, 15, 20 86:18 87:11
quick 32:24 86:21
quite 51:20

< R >
radio 20:7, 16, 18
ran 18:18
reach 15:3 32:13
reached 57:21 83:18
read 10:8, 12 51:20 89:6
reading 80:2
Real 3:23 18:21 28:22 29:13, 23 30:1, 5 46:6, 9 48:9 49:3
realize 28:25 77:6
really 16:19 17:16 19:16 22:1 35:19 42:2 66:5 75:17 80:25
realtor 72:12
realtors 70:25 72:20
Realty 60:3 74:1
reason 9:2 19:3 68:1 77:13 83:22 85:3, 5, 10
reasons 44:5
recall 17:6 19:10, 17 26:7, 9, 11 29:11 36:14, 19 53:19 54:16 58:15 85:10
receipt 43:15
receive 45:7 58:4 62:20
received 13:6, 9 22:18 45:13 47:17, 18 51:16 52:19 54:11 57:2, 17 59:11 61:16 63:6
Recess 56:8
recognize 36:24 47:8 54:7 62:8
recollection 15:8 32:22 33:6 36:16 41:7, 25 55:17, 23 63:18
recommended 68:20
reconveyances 57:11
record 5:14 7:25 22:15, 25 23:5 42:19 43:1, 24 44:9, 13, 17 49:15 50:10 51:18 56:6 74:20
recorded 6:23 7:23 37:25 39:20, 22 40:2, 8 43:8, 11 44:4, 5 46:14 57:8, 23 60:1 61:3, 10, 13 78:24 81:17 84:25
recorder 44:10, 14
recorder's 37:3 46:10 51:21 56:14, 23 57:15 58:2 62:4
recording 45:24 61:15 78:21
recordings 44:18
records 21:10 42:11 43:1, 24 84:21
Redwood 11:8 21:9, 21 23:7 24:5 25:22 26:2, 5, 20
refer 74:16
reference 31:20 51:15
referenced 40:12
referred 34:17 40:15 68:12
referring 6:1, 3, 4 36:15, 17 49:7, 13 64:18 74:17
refresh 41:7
refused 76:24
regard 28:11 42:25 54:17
regarding 54:21 73:17 80:2
registered 58:10 59:5
related 16:21
relates 69:7
relating 18:21 38:3 44:10, 14 64:21
relationship 32:9 71:17 72:1, 18 82:12
relationships 72:22
relax 19:21
relayed 52:24
relevant 22:12 42:18
relief 22:10
remember 6:10 17:3 18:7, 9, 14 19:19 20:3 21:19 22:1 23:21 24:8 28:15, 25 30:10 31:23, 25 32:2, 20 33:20, 21 34:2 35:2, 3, 9, 15, 20 37:14, 19, 20, 21 38:2 39:13 40:25 41:1, 24 44:2 48:17 52:21, 23 53:21 57:4 59:6, 14 60:9 64:12, 15 65:1, 3, 16 68:13, 14, 15, 16, 24 69:9 78:7 84:18, 19, 23 85:17 87:22
remove 76:24
Reno 1:18 5:4 90:9, 21
rent 21:15 25:9, 11 28:18 29:20 45:6 70:2, 7 71:12
rented 25:12
renting 28:12
Repeat 26:3
repeating 80:17
rephrase 6:19 29:18
replied 47:19
reply 57:22
Reported 1:25
REPORTER 87:20 90:5, 14
represent 63:10
representative 75:8
representatives 79:5
represented 9:19 53:13
representing 5:22 14:3 71:18 75:10, 12
reputation 65:12
request 13:6 43:2, 25 64:2
requested 43:16
requesting 10:18
required 16:19
research 53:4 65:22 80:2
respect 49:25
response 51:5
responsible 29:15 63:1
retire 25:15 70:5
retired 16:16, 17, 22 20:22, 23, 25 25:19 80:23
retirement 20:21 70:3 80:24
retrospect 87:6
return 43:15
returned 60:6
reverse 18:19 21:24 22:4
review 7:20 9:23 10:25 38:8 87:16
reviewed 10:8 39:10 49:12 69:4
revolving 36:12 37:8
right 19:19 28:20 30:15 31:9 36:4 37:2 45:22 47:4

48:22 50:3, 4 51:12 52:14 56:9, 13 57:21 60:20 63:8 66:2 73:11 79:9, 20 84:20 87:14
right-hand 36:5 37:3, 10 45:25 51:22 56:15 62:6
Road 11:8 21:9 24:5
robo 58:3 80:13
Roughly 24:9
rule 59:18, 20
ruled 59:22

<S>
safe 31:16
Sale 4:3 35:4, 8 43:25 44:1, 3, 4 52:8, 16 56:14, 17 57:6, 25 58:4, 14 59:6, 12, 16, 23 60:15, 19, 22, 25 61:2, 4, 15 62:4, 15, 17, 25 67:14 73:7 75:23 76:14 78:22 79:3 82:22, 25 83:12, 16, 19, 22 84:4 85:24 87:3
San 20:12
save 7:7
saw 9:18 48:12 61:20 71:5 72:4
saying 32:21 37:22 48:14, 19 75:12, 16 78:7
says 11:22 36:5 41:14, 16, 17 52:11 62:24
scams 61:7
scary 67:24
scenes 44:22 79:21
schedule 14:10
scheduled 5:17
school 16:4, 5
Schriever 2:13 3:5 69:12, 14 86:17 87:13, 22
Science 16:11
scope 22:6, 12 29:21 42:17
se 86:25
second 25:8, 13, 18 27:12, 13 56:7 67:7 70:2
secondly 43:6
seconds 47:13 54:5
secretary 18:13
secure 81:6
securitized 81:9
see 10:17 19:20 26:23 27:22 35:14 41:2, 5 50:11 55:2, 11 61:14 82:25
seeing 36:19 48:18
seek 25:5
seen 9:15 33:23 36:9, 16 38:18, 22, 24 46:3 56:18 72:10
seizure 39:4
self 85:25
Sell 3:19 45:23 52:5, 12 71:12
send 34:9 54:9 63:1
sending 56:1
sent 9:18 10:11 26:21 29:10 45:14 48:10 58:10, 16, 21, 22, 23 73:25 77:9 78:5
Separate 30:24 31:1, 2 32:3 49:14 50:4
separated 81:10
SEPTEMBER 1:17 5:2 90:7, 22
server 21:1
serves 15:2
servicer 22:2
Services 28:23 29:13 74:1
SERVICING 1:8 2:6 5:23 6:2 74:13 81:3, 14
seven 17:2, 5
shaking 6:24
sheet 75:14, 15
shell 78:16
shenanigans 44:21
shock 81:18
show 11:3, 15 12:5, 14 42:4
showed 11:19
shows 11:7, 23, 24 23:13
side 13:16
sideways 49:20 50:15, 20 52:13
sift 59:3
sign 85:22, 23, 24
signature 37:12 38:5, 7, 8, 11, 14, 17, 20
signed 46:13 58:3, 7, 9 59:5 85:18, 20, 25 86:3, 9
signing 37:19 80:13
simple 77:2, 9
simply 39:20
simultaneously 27:17 35:23
sincerity 61:24
single 78:25
situation 30:21
Six 53:11
skill 90:20
skinny 74:12
skipped 8:13
sold 81:7
sole 85:3
somebody 32:21 58:23 78:1 83:12 85:17
son's 68:15
sorry 19:16 25:25 27:1 30:17 35:3 36:18 51:1, 3 79:19 80:10
sort 64:10 73:4, 12 75:15
sorting 51:3
sounded 73:1
Southern 30:12
speak 10:4 13:23 14:6, 14, 22 15:6, 11 33:21 34:14 53:12, 16, 18 64:11 76:8, 9 77:24
specialist 39:10 64:15
specialists 64:14, 24
specific 40:14 49:6, 13
specifically 14:17 39:12 40:11 83:24
specifics 15:15
spell 5:13
spend 10:13 83:25
spent 66:4, 17 67:24
split 81:9
spoke 13:4, 25 14:8, 24 52:23 53:17 54:13, 15 64:13 68:13 71:15 76:2, 19
spoken 13:2 68:24
spring 35:1 59:7
spun 67:13
ss 90:1
stacks 51:2
stage 54:14
stamp 37:3 45:25 51:21, 24 56:14 62:5
standing 72:24
Starling 14:22, 24 33:1, 13, 25
Starling's 33:7
start 27:9 28:12, 22
started 17:4, 6 37:24 53:4 60:25 63:11, 13
starting 16:4
starts 11:10 20:2
state 5:13 25:16 51:17 70:5 89:10 90:1, 5
stated 87:15
statement 22:3
statements 11:3, 5, 14, 17 12:4 23:13 26:8 41:2
stations 20:17, 18
statute 43:6, 8 62:24 67:15
stay 59:16
STEFFEN 2:12

stenotype 90:13, 19
steps 72:2, 24
stolen 80:7
stop 80:18
stopped 17:4 40:16
straw 70:24
Street 5:25 61:20
stress 16:20
strong 72:18
STUBBS 1:25 5:4 90:4, 24
study 16:10
stuff 14:12 49:20 57:12 58:16 61:8 70:13 72:23
subject 6:4
submitted 47:24
subpoena 13:11 51:5
subpoenas 13:6
substances 8:22, 24
substitution 57:12
suffering 65:12
sufficient 27:12
suggested 65:5
suit 27:16, 22, 24 28:1
Suite 2:8, 13
summer 35:1
supplied 10:10
support 12:8 52:4
supposed 25:18 43:14 83:8
sure 6:13 8:14 9:9 10:25 11:1 19:11 24:16 37:13 46:24 47:10 48:1, 11, 17 50:14 57:2 70:8 73:18 79:19, 20 84:11
surgeries 16:20 19:6 31:13
surprise 81:12
sustained 16:18
swear 29:8
switched 23:13
switchover 29:7
sworn 5:9 90:10
system 64:1 75:24

< T >
table 7:7, 14
take 8:7, 8, 12, 23 9:7 17:20 34:24 35:24 38:15, 16 41:9 42:22 44:25 73:6, 7 74:25 83:22
taken 44:1 56:8 61:4 70:21 72:5 74:4 80:9 90:13
talk 9:1 60:24 61:2 62:16 64:25
talked 60:18 64:4, 16 72:20 82:19
talking 8:14 23:17 46:5 47:11 62:17 67:1, 3
tally 68:4
tangent 60:17
taped 34:16
task 65:11
tax 25:16 70:5
Taylor 3:21, 24 14:15 53:8 54:5
Taylor's 52:19
tear 75:14
telephone 15:12 34:1 55:4
television 20:7
tell 13:6 16:3 19:22 22:16 38:12 83:18, 23
telling 14:25 77:20
tells 71:22
Ten 6:11 35:19 39:4 86:4
tenant 32:16, 25 33:5, 10 55:19 60:2, 25 76:18
tenants 29:19 33:2 45:8, 12 47:17
ten-plus 10:15
term 19:18 71:10
terms 10:17 13:23 14:16 19:17 32:15 40:1 65:22, 23 70:22 76:12, 13, 14
testified 5:10
testify 10:1 83:8
testimony 6:14 9:4 30:15 37:18 69:8
Thank 8:4 12:21 15:25 87:18, 19
themself 46:15
thin 67:21
thing 28:3 40:5 51:20 64:10 72:14 75:15, 16 77:2 83:21 85:13
things 19:8 37:25 41:5 65:23 66:25 67:20 74:6 75:18 80:6 81:16 82:5
think 7:11 8:12 9:1 10:23 11:10 12:2, 12, 14 14:4 15:1 17:1, 17 19:3, 4 22:5, 16 23:15 24:9, 24 27:24 28:13, 17 29:7 30:17 32:1 33:18 34:17 35:13 39:3, 14, 23 40:7 41:3 47:24 48:1 49:4 50:5 53:15 55:15, 16 59:13 64:19 66:6 67:23, 24 77:14 78:3, 14 79:21 80:1, 9, 15 82:21 85:15 86:14 87:14 88:2
thinking 21:3
THIRD 1:1 17:12 27:8 28:2 43:20 63:5 67:3, 11 71:8 76:11
third-party 18:1
thought 14:1 44:5, 17 57:9, 10
thousand 31:12 39:12
thousands 59:2
thread 10:10 29:11 48:6
three 9:24 24:17, 21, 22 31:3, 21 32:3 39:19, 21 41:20 46:13 52:6 61:5 76:6
TIFFANY 2:7
time 5:19 6:10 7:10, 19 10:13 14:11, 24 18:2, 23 19:7 25:18 29:5 30:19, 22, 23 33:22, 23 34:3, 19, 20 38:1 40:20 50:10 53:2, 14 54:19, 20 55:5, 6, 13, 22 56:21, 22 63:8, 9, 11 73:16 81:16 83:5 85:10 86:25 87:18
title 18:23 40:1 44:3 45:23 61:14 70:25 79:1 81:16, 20, 22
today 5:24 6:14 9:2 10:1, 5, 22 26:18, 25 28:24 33:23 37:18 58:19 66:3 69:8 73:11 76:6 77:18
told 6:13 13:7, 10 14:1 33:7 34:5, 6, 7, 8, 18 44:4 45:12, 14 52:21 60:3, 21 65:16 71:18, 21 76:5, 19 82:13, 14, 16
tongue 19:21
top 47:12
top-of-my-head 66:9
total 24:14 27:6 31:3 35:8
touting 75:16
Township 67:9
track 75:21
traffic 28:8
transaction 38:3
transactions 44:19 71:21
transcribed 90:15
transcript 7:20 87:17, 20 90:17, 19
transcripts 8:3
travel 68:9
treble 64:9 65:8
trial 7:24 23:4 65:23
tried 76:20
true 79:5 81:11

89:8 90:18
Trumps's 74:14
Trust 3:17, 19 21:23 36:18 37:7 43:13 45:24 57:7 78:20 80:5 81:12
trustee 39:14, 23 57:12 81:4, 24
trustees 40:3
Trustee's 4:3 52:8, 15 56:14 57:6, 25 60:19 62:4, 16, 17, 18, 25 63:6, 16, 19
truthful 9:4
try 6:20
trying 27:23 30:16 34:4 35:9 39:13 48:20 59:14 77:5, 7
turned 41:6
Turning 37:9 51:12 84:22
twice 33:23
two 9:24 11:12 16:7 20:24 21:13, 18, 19 22:6, 8 23:24, 25 24:3, 16, 21, 22 25:10 27:6, 22 28:13, 18 30:8, 25 31:2, 12 39:12 42:17 43:7 50:25 62:14 70:1, 8 87:10
two-and-a-half 20:24
type 17:25 18:6, 16 44:9, 13
types 35:16
typewriting 90:15
typical 35:17
Typically 33:4, 9

< U >
U.S 43:15
uh-huh 6:25
Um-hum 37:11 66:24 85:2
underlying 82:2
understand 6:13, 18 7:1, 4 8:11 15:11 29:14, 22 36:13 44:12 59:1
understanding 22:8 29:16 77:24 83:9
understood 6:21
underwrite 17:22
underwriters 17:22
underwriting 17:21
unlawful 22:9 33:15 34:4 52:25 53:1 63:12 67:9, 12, 13, 14 81:1 87:3
unwillingness 77:12
upper 36:5 37:3, 10 45:25 51:21 56:15 62:5
use 29:23 57:21 74:14
utilities 70:13
utilized 86:11
utilizing 28:22 45:6

< V >
valuated 64:8
value 65:8
Van 2:8 3:4 5:12, 22 9:11 13:1 21:7 30:13 36:3 37:1 44:24 45:4, 5, 21 47:7 49:1 50:13 54:2 56:6, 9, 12 62:2 69:10 83:7 86:20 87:11, 14 88:1
variety 65:12
Various 3:21 17:23 40:3
Vegas 2:9, 14
verbal 55:22
version 88:2
versions 52:13
vet 29:19
vicariously 87:6
vice 46:16 85:18, 19
visit 56:23
Vista 30:10
voluminous 48:15
vs 1:7

< W >
wait 8:16 36:13
WaMu 20:2 36:5
want 17:2 18:25 29:18 31:13 35:10 39:12 41:7 42:23 44:25 45:17 49:12 68:2 80:3, 4 87:24, 25
wanted 70:4
wanting 83:4
warrior 63:13
Washington 3:15, 17 17:24 19:2, 11 32:5 39:4 40:22 64:7 82:5
WASHOE 90:2, 5
water 32:16 70:12
Way 11:16, 24 12:3 13:22 21:6 23:9, 11, 19, 22 24:11 25:21 26:4 49:14, 16, 18 59:20 62:21 74:10 82:18
Wedgewood 78:12, 14 79:12
WEDGWOOD 1:9
week 72:5 75:2
weeks 62:14 72:3
weight 6:15
welcome 12:20
Well 10:8 11:22 12:2 13:17, 18 14:8, 14 20:21 21:11 22:21, 23 28:6 34:9, 12, 16 38:4, 15 39:24 40:16 41:1, 11, 14, 16 43:17 47:16, 22 48:2, 5 49:19, 25 51:10, 17, 19 55:2 59:21 60:10 62:9 64:4 65:7 67:7, 20 70:20 73:5, 13 78:1 80:1 82:21 83:6 87:7
Wells 32:1
went 14:11 15:20 16:5 19:6 30:23 37:15, 24 48:10 55:15 57:15 63:13 81:19 84:2 87:2
We're 5:23 8:14 12:4 38:9 47:10 62:3 74:7
West 2:8, 13
wet 38:7, 8, 11, 20
We've 21:19 44:24 67:24
willing 77:11 79:7
window 34:8, 12
WITNESS 3:2 5:8 21:5 36:24 45:2 47:6 48:24 50:11 53:25 87:19 89:3
word 57:21 79:20
words 60:1
work 8:13 19:13 34:21 51:8 72:15 77:6
worked 20:11, 18 29:3 68:25 71:8
working 17:8 18:17
workings 82:17
worth 65:18, 19
writing 77:9
written 55:2 70:15
wrong 41:21
wrote 13:25 14:4 47:16

< Y >
Yeah 11:11 32:14 41:8 48:14 49:5 50:8, 16 51:10 60:16 64:23 67:5 69:12 84:9
year 6:10 17:3, 7 24:16 29:6 31:6, 8 80:16 84:19 85:21
years 6:11 15:23 16:8, 13 17:3, 4, 5 20:9, 24 21:3, 5, 13, 18, 19 23:24 24:3, 4, 17, 21, 22, 23, 24 25:10 28:13, 18 35:19 39:4, 19, 21 41:20 46:13 52:6 59:3 70:1, 8 86:4
Yep 50:11

< Z >

Zillow 61:21
Zoned 69:17

CHASE BANK **ROBO-SELF-SIGNED**, SELF-ASSIGNED DEED OF TRUST

G

(4514)

Doc #: 578946
04/10/2018 08:53 AM Page: 1 of 1
OFFICIAL RECORD
Requested By: SERVICELINK TITLE AGENCY INC
Lyon County, NV
Dawna L. Warr, Recorder
Fee: $38.00 RPTT: $0.00
Recorded By: mkassebaum

RECORDING REQUESTED BY:

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

NDSC NO.: 12-31926-JP-NV
APN: 022-052-02
PROP ADDRESS: 1740 Autumn Glen St, Fernley NV 89408-7204

ASSIGNMENT OF DEED OF TRUST

For Value Received, **Washington Mutual Bank, a Federal Association** the undersigned corporation hereby grants, assigns and transfers to **JPMorgan Chase Bank, National Association** all beneficial interest under that certain Deed of Trust dated **04/04/2008** executed by **Leo F. Kramer and Audrey E Kramer** Trustor, to **California Reconveyance Company, A California Corporation** Trustee, and recorded on **05/01/2008** as Instrument No. **425436** of the Official Records of Lyon 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.

Dated: April 4, 2018

JPMorgan Chase Bank, National Association, as Attorney In fact for the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, FA

Debbie A Swayzer

By: Debbie A. Swayzer
Its: Vice President

STATE OF Louisiana
PARISH OF Ouachita

On April 4, 2018, 2018, before me, Amy Gott, a Notary Public for said State, personally appeared Debbie A Swayzer who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

AMY GOTT
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 66396

Signature: _____

Amy Gott #66396

Unofficial Copy

LEO KRAMER
AUDREY KRAMER
2364 REDWOOD ROAD
HERCULES, CA 94547

PLAINTIFFS IN PRO PER

FILED

2020 MAR -5 AM 11:28

TANYA SCHEIBNER
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Victoria Torres DEPUTY

THIRD JUDICIAL DISTRICT COURT
LYON COUNTY, NEVADA

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 DECLARATION OF AUDREY KRAMER IN SUPPORT OF PLAINTIFFS, LEO KRAMER, AND AUDREY KRAMER'S OPPOSITION TO NATIONAL DEFAULT SERVICING CORPORATION'S MOTION FOR SUMMARY JUDGMENT Date: TBA Time: TBA Dept: 1

DECLARATION OF AUDREY KRAMER

(4516)

I, **AUDREY KRAMER** declare as follows:

1. I am over the age of 18 years.

2. If called as a witness, I could and would competently testify thereto.

3. I make this declaration in support of Plaintiffs, Leo Kramer and Audrey Kramer, in Support of Plaintiffs' Opposition to National Default Servicing Corporation's Motion For Summary Judgment.

4. Plaintiffs, Leo Kramer and Audrey Kramer, did not receive Notice of Default in accordance with Nevada state foreclosure laws.

5. NDSC did not and has not provided Plaintiffs, Leo Kramer and Audrey Kramer with notice of accounting of the debt that NDSC claims was due and owing prior to or after the unlawful and wrongful foreclosure of their residential property (the subject property in which this law suit is about).

6. Plaintiffs have provided as Exhibit E in their Opposition to NDSC's Motion For Summary Judgment monthly statements and envelopes from Chase Bank which clearly show that Chase Bank knew of the most recent last known address of Plaintiffs.

7. Plaintiffs, Leo Kramer and Audrey Kramer, were never made aware of, nor were they ever provided with Notice of, the 'State of Nevada Foreclosure Mediation Program, which is condition precedent in the state of Nevada prior to the foreclosure of residential property.

8. Plaintiffs have provided as Exhibit A in their Opposition to NDSC's Motion For Summary Judgment the 'State of Nevada Foreclosure Mediation Program', which was filed by NDSC on March 22, 2018, (6) six months after NDSC filed a NOD against Plaintiffs' residential property, (the subject property).

9. Plaintiffs have provided as Exhibit B a full copy of the deposition transcript for Deborah Taylor, an employee of Chaffin Real Estate Services.

10. Plaintiffs have provided as Exhibit C a full copy of the deposition transcript for Lee Ann Chaffin of Chaffin Real Estate Services, owner of Chaffin Real Estate Services.

11. Plaintiffs have provided as Exhibit D a full copy of the deposition transcript for Daniel Starling, Plaintiffs' tenant.

12. Plaintiffs have provided as Exhibit F, a full copy of the deposition transcript for Plaintiff, Audrey Kramer.

13. Plaintiffs have provided as Exhibit G, a true copy of the Chase Bank Robo-Self-Signed, and Self-Assigned Deed of Trust.

14. Plaintiffs hired Licensed Private Investigator, William J. Paatalo, who specializes in Forensic Auditing, and has become a leading expert in the areas of chain of title analyses and securitization. Mr. Paatalo has conducted more than 1,200 investigations across the U.S. and has provided written expert testimony in the form of affidavits and declarations in

approximately 300 -350 cases nationwide. Mr. Paatalo has been qualified in both state and federal courts as an expert, and has personally appeared and testified at trial in Federal and State courts throughout the country.

Mr. Paatalo has concluded that fraudulent documents were used in which to stake false claim on Plaintiffs' Deed of Trust associated with their residential property located at: 1740 Autumn Glen Street in Fernley Nevada.

I declare under penalty of perjury under the laws of the United States of America and under the laws of the State of Nevada that the foregoing is true and correct.

Executed: on 3/3/2020, at CONTRA COSTA County, State of California

Audrey Kramer

AUDREY KRAMER

ORIGINAL

RECEIVED
MAR 18 2020
Douglas County
District Court Clerk

FILED
2020 MAR 18 AM 10: 32
BOBBIE R. WILLIAMS
CLERK
BY: DEPUTY

FILED
2020 MAR 23 AM 11: 28
TANYA SCHERME
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT
BY: DEPUTY

ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135
Tel: (702) 258-8200
Fax: (702) 258-8787
TB #18-72716
Attorneys for Defendant
National Default Servicing Corporation

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 Dept. No.: I **NATIONAL DEFAULT SERVICING CORPORATION'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

COMES NOW Defendant, National Default Servicing Corporation (hereinafter "NDSC" or the "Defendant"), by and through its counsel of record, Ace C. Van Patten, Esq. of Tiffany & Bosco, P.A., and hereby submits its Reply in Support of its Motion for Summary Judgment.

/.//

/.//

/.//

/.//

/.//

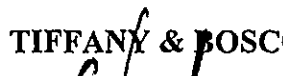
4519

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

This Reply is based on the attached Memorandum of Points and Authorities, all papers and pleadings on file herein, all judicially noticed facts, and on any oral or documentary evidence that may be presented at a hearing on this matter.

DATED March 16, 2020.

TIFFANY & BOSCO, P.A.



ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135
Attorneys for Defendant
National Default Servicing Corporation

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

Plaintiffs' Opposition to the Motion for Summary Judgment falls short in meeting their burden of establishing through admissible evidence that there are specific facts creating genuine factual issues which are material to the instant litigation. Instead, they attempt to distract the Court with irrelevant issues which have already been adjudicated, and misstatements and mischaracterizations of both fact and law. Ultimately, Plaintiffs received actual notice of the Notice of Default – this is undisputed – and, consequently, the sale was conducted in substantial compliance with NRS 107.080 by NDSC and summary judgment must be granted in NDSC's favor.

II.

LEGAL ARGUMENT

A. Legal standard

The Plaintiffs' Opposition fails to meet their burden in establishing that a genuine issue as to any material fact or that they are entitled to judgment as a matter of law. Instead, the

Plaintiffs' Opposition relies upon unsupported statements, misstatements of fact and law, bare assertions, and the "gossamer threads of whimsy, speculation and conjecture" the Nevada Supreme Court has indicated will not prevent summary judgment from being issued. Here, NDSC carried its initial burden to produce evidence showing that there was no genuine issue of material fact that is in dispute but the Plaintiffs failed to establish through admissible evidence that there are specific facts creating genuine factual issues which are material to the instant litigation. Here, the Plaintiffs fail establish any genuine factual issues on any material fact and also fail to establish they are entitled to judgment as a matter of law. As such, NDSC's Motion for Summary Judgment must be granted in full.

B. <u>NDSC substantially complied with the foreclosure sale requirements of NRS 107.</u>

Plaintiffs attempt to manufacture a genuine issue of disputed material fact by ignoring that it is undisputed that they had actual notice of the Notice of Default. Instead, they attempt to ignore and mischaracterize the facts and law. As an initial matter, Plaintiffs argue that NDSC "provided no case law or Nevada statute to support its contention [that the foreclosure trustee need only substantially comply with NRS 107.080]" before citing the statute that has, underlined and bolded, the specific statute which states that exact point. Moreover, Plaintiffs' assertion that NDSC "provided no case law" on that point expressly ignores the citation to *Schleining v. Cap One, Inc.*, 130 Nev. 323, 329, 326 P.3d 4, 8 (Nev. 2014)("the Legislature had expressly imposed a substantial-compliance standard with regard to a lender's duty to provide a borrower with notice of a loan's default and the lender's election to foreclose.") provided on page 13 of the Motion. Indeed, Plaintiffs do not provide any counter-authority which indicates any other standard would be utilized.

Plaintiffs further attempt to argue that there is no evidence to demonstrate that the Notice of Default was mailed to Plaintiffs via Certified Mail noting "Yet, NDSC proffered no evidence or any certified mail or any certified mail receipt to demonstrate that [the] Notice of Default was mailed via Certified Mail to the Plaintiffs. Ibid. Furthermore, this is the first time

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

NDSC proffered such representation." *See e.g* Opposition, p. 17. Plaintiffs, who in the same paragraph accused NDSC of committing fraud, blatantly misrepresent themselves on both accounts. As an initial matter, this is not the first time NDSC has provided such a representation – NDSC disclosed the mailings as part of its disclosures which the Plaintiffs received and included in their requested motion seeking to strike the disclosures. Plaintiffs suggest that a portion of oral argument at a Motion to Dismiss hearing block quoted "totally cast doubt in NDSC's representation" without explanation as to what portion of that excerpt does so or why a hearing on a Motion to Dismiss would have any impact or bearing on the evidence which later is used in a Motion for Summary Judgment under a different standard and presumption of truth.

Even ignoring the legal differences of the hearing, and ignoring that the block text does not suggest what the Plaintiffs allude to, the Plaintiffs' statement that no evidence of the mailings was provided is demonstrably false, frivolous, and inaccurate. NDSC provided the Proof of Mailings from its records as **Exhibit 17**,[1] and included a declaration from NDSC which authenticated and confirmed the same as **Exhibit 11**. NDSC then, did in fact, provide two separate pieces of evidence showing that the documents were sent as the Motion for Summary Judgment indicates it was. Indeed, Plaintiffs have not presented any evidence which would dispute that.

Moreover, Plaintiffs wholly ignore the fact that they received actual notice of the Notice of Default and attempt to try to argue that the Notice had to be provided directly or the document was void ab initio. Substantial compliance, however, is achieved where actual notice is provided. Here, there is no actual dispute that the Plaintiffs received the Notice of Default. NDSC sent the Notice of Default via certified mail on or about October 16, 2017, to Plaintiffs at 1740 Autumn Glen St., Fernley, Nevada 89408 and 1229 Ballena Blvd., Alameda, California 94501, the only addresses for the Plaintiffs that NDSC had in its possession at the time. *See,* **Exhibit 17;** *see also,* Declaration of Olivia Todd, **Exhibit 11,** ¶¶9-12. The Notice of Default was also provided via first class mail to Parties in Possession at 1740 Autumn Glen St., Fernley,

---

[1] All exhibits referenced herein refer to the exhibits attached to National Default Servicing Corporatoin's Motion for Summary Judgment.

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

NV 89408-7204. *Id.* Further, the Notice of Default was also physically posted on the Property. *See e.g.,* Affidavit of Service executed by Nevada Legal Support Services, LLC attached hereto as **Exhibit 18**; Declaration of Olivia Todd, **Exhibit 11,** ¶¶13-16; *see also,* Taylor Declaration, **Exhibit 20,** ¶7; *see also,* October 16, 2017, email from Deborah Taylor to Plaintiffs attached hereto as **Exhibit 22.**

Indeed, the evidence overwhelmingly and uniformly confirms that the tenant received a copy of the Notice of Default, provided it to Chaffin, and that the Plaintiffs received copies of the Notice of Default from Chaffin. See e.g., Taylor Declaration, **Exhibit 20,** ¶7; Kramer Declaration, **Exhibit 16,** ¶7; Deposition of Deborah Taylor, **Exhibit 23,** pp. 24-25, 26-28; October 16, 2017 email from Deborah Taylor to Plaintiffs, **Exhibit 22.** Deposition of Audrey Kramer attached as **Exhibit 24**, p. 45, 54.

The Plaintiffs, then, concede that they received actual notice and received the Notice of Default through the tenant and Chaffin. It is irrelevant whether or not there was an agency relationship – a dispute the Plaintiffs attempt to raise – because the Plaintiffs received actual notice of the Notice of Default. This alone is sufficient to establish NDSC's substantial compliance with NRS 107.080 pursuant to *Schleining*, 130 Nev. at 329, 326 P.3d at 8. Even if they had not received notice, however, the mailing to the addresses on record and in NDSC's possession, as well as to the property was sufficient as these were the last known addresses to NDSC. Mailing the notices to all the addresses NDSC had in its possession, along with posting physical copies on the Property itself, is sufficient to establish substantial compliance with NRS 107.080. Indeed, this action worked – the tenant, property management company, and the Plaintiffs all received copies of the Notice of Default. The fact that the Plaintiffs took no further action does not change this fact.

a. The Plaintiffs received the Notice of Sale.

Similarly, there is no dispute that the Plaintiffs actually received the Notice of Sale through the mail. The Notice of Sale was mailed via Certified Mail to the Plaintiffs at: 1740 Autumn Glen St., Fernley, Nevada 89408; 1229 Ballena Blvd., Alameda, California 94501; and 2364 Redwood Road, Hercules, California 94547 and via first class mail to Parties in

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

Possession at 1740 Autumn Glen St., Fernley, NV 89408-7204. *See,* **Exhibit 28;** *see also,* Declaration of Olivia Todd, **Exhibit 11,** ¶¶23-25. The Notice of Sale was also posted on the Property twice, on April 19, 2018 and again the next day on April 20, 2018. *See,* **Exhibit 29;** *see also,* Declaration of Olivia Todd, **Exhibit 11,** ¶¶26-27. The Notice of the Sale was also published in the Reno Gazette-Journal, and Mason Valley news/Leader Courier on April 25, 2018, May 2, 2018, and May 9, 2018. *See,* **Exhibit 30;** *see also,* Declaration of Olivia Todd, **Exhibit 11,** ¶¶28-29.

It is undisputed that the Notice of Sale was actually received by the Plaintiffs by registered mail. *See,* Deposition of Audrey Kramer attached as **Exhibit 24,** p. 58. Chaffin also provided the Plaintiffs with a copy of the Notice of Sale that had been posted that the tenant brought to Chaffin. *See,* Deposition of Deborah Taylor, **Exhibit 23,** pp. 28-29. As a result, there is no dispute that the Notice of Sale was properly sent by NDSC and actually received by the Plaintiffs. As such, NDSC complied with the required notice procedures not just substantially, but completely.

Ultimately, there is no factual dispute as to where the Notice of Default was sent, posted, or received and there is no evidence that the Plaintiffs have come forward with which creates such a dispute. The simple fact is that the Plaintiffs received the Notice of Default, attempted to take action to stop it in the Federal Court Case, and ultimately had the Property foreclosed upon. There is no evidence that the sale was not substantially conducted in accordance with NRS 107.080 and, to the contrary, the evidence uniformly, unvaryingly, and unambiguously shows that the Plaintiffs received notice of the foreclosure as required, and that NDSC not only substantially complied but actually complied with NRS 107.080.

C. The Property was not owner occupied and so NRS 107.500 is in applicable.

Plaintiffs also argue that there was not a valid Deed of Trust – which again, has been fully adjudicated by the Federal Court Case – which prevented the foreclosure sale from proceeding under NRS 107.500. *See e.g.,* Opposition, pp. 13-15. Plaintiffs also argue that a summary of the borrowers' account under NRS 107.500(b) was required. This ignores,

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

however, that the requirements cited to by the Plaintiffs do not apply to NDSC as the trustee, and most significantly, that the instant loan does not qualify for any of the protections of NRS 107.500 because it is not a "residential mortgage loan" which would qualify for the protections of that statute. Specifically, Plaintiffs ignore that NRS 107.450 defines "residential mortgage loan" as a loan secured by a "deed of trust on owner-occupied housing."

There is no dispute the instant action concerns Property which was not owner occupied, either at the time of the foreclosure actions or any time before. Ms. Kramer's own testimony acknowledges the same time and time again. *See e.g.,* Kramer Declaration, **Exhibit 16,** ¶7; Deposition of Audrey Kramer attached as **Exhibit 24,** pp. 25, 69-70. The Property was being rented to tenants during the applicable time frame. *See,* Deposition of Deborah Taylor, **Exhibit 23,** p. 16. As such, there is no genuine dispute as to whether or not the Prperty was owner-occupied and because it was not, Plaintiffs cannot assert any violation of NRS 107.500 occurred since that provision is not applicable here.

Finally, even if this were an owner-occupied loan and NRS 107.500 was applicable, the Plaintiffs wholly ignore that the notice requirements of NRS 107.500 would not be imposed on NDSC as the foreclosure trustee. Those requirements are imposed on the "mortgage servicer, mortgagee or beneficiary of the deed of trust" under which NRS 107.440, expressly excludes trustees under a deed of trust from the definition of mortgage servicer. NDSC is the foreclosure trustee under the Deed of Trust, not the servicer or beneficiary and there is no obligation, then, for NDSC to comply with the requirements under NRS 107.500 the Plaintiffs attempt to rely upon. *See,* **Exhibit 10.**

D. <u>Plaintiffs cannot argue that there was no breach of the loan or that the parties lack standing to proceed as the Federal Court Action has adjudicated those issues.</u>

Plaintiffs again and again attempt to collaterally attack the underlying breach and the underlying Loan Documents, ignoring that these claims have been fully adjudicated in the Federal Court Case. *See* **Exhibit 33,** attached to NDSC's MSJ. Ironically, while Plaintiffs accuse NDSC of focusing on Chase's involvement in its Motion, the Plaintiffs' main arguments

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

are challenges to the underlying loan documents which have already been adjudicated and which are not part of the instant litigation. These arguments, however, are red herrings to be ignored by this Court given that the Federal Court has already adjudicated these issues, a holding which was affirmed by the Ninth Circuit Court of Appeals.

Indeed, the Plaintiffs' own argument contradicts some of the fabricated dispute. Plaintiffs attempt to argue the underlying Note, attached as Exhibit 1 to the Motion, was not valid by noting "Plaintiffs' contend that they did not execute any 'Home Equity Line of Credit"' with Washington Mutual Bank" before, on that same page, indicating "...Plaintiffs obtained a Revolving Line of Credit from Washington Mutual Bank...". *See,* Opposition, p. 10. This is an even more blatant attempt to create a dispute where none existed because the Note was described as an Agreement and Disclosure in the Motion for Summary Judgment and on the document itself. Plaintiff's attempt to create a dispute as to the Note, then, is both not a genuine dispute and not a material fact given that it has been already adjudicated.

Similarly, Plaintiffs attempt to create a dispute by arguing without support or clarification that the Deed of Trust attached as Exhibit 2 "does not bear Plaintiffs' true wet signatures." *See,* Opposition, p. 11. This, however, has already been adjudicated in the Federal Court Case and is not capable of being collaterally attacked as part of this case. Even setting that prohibition aside, Plaintiffs included the Property in an earlier bankruptcy case and indicated that the Property was to be surrendered – further preventing their attempt from not attempting to argue that they did not sign the Deed of Trust which was recorded in 2008. This is a bad faith attempt to create an issue by bare assertions and is not enough to prevent summary judgment from being granted.

///

///

///

///

///

///

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

(4526)

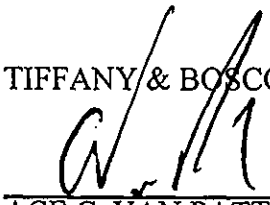
III.

CONCLUSION

Based on the foregoing, NDSC's Motion for Summary Judgment should be granted and judgment should be entered in favor of NDSC.

DATED March 16, 2020.

TIFFANY & BOSCO, P.A.



ACE C. VAN PATTEN, ESQ.
Attorneys for Defendant
National Default Servicing Corporation

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

CERTIFICATE OF SERVICE

I hereby certify that on March 16, 2020, I placed a copy of the above **NATIONAL DEFAULT SERVICING CORPORATION'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** into a sealed envelope and mailed it via regular mail, postage prepaid, addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547
Plaintiffs in Proper Person

Casey J. Nelson, Esq.
2320 Potosi Street, Suite 130
Las Vegas, NV 89146
Attorney for Breckenridge Property Fund 2016, LLC

Matthew Schriever, Esq.
Hutchison & Steffen
Peccole Professional Park
10080 W. Alta Drive, Ste. 200
Las Vegas, Nevada 89145
Attorneys for Alyssa McDermott, Wedgewood Inc. and Breckenridge Property Fund 2016

An employee of Tiffany & Bosco, P.A.

(4528)

John T. Steffen (4390)
Matthew K. Schriever (10745)
Jason D. Guinasso (8478)
Alex R. Velto (14961)
HUTCHISON & STEFFEN, PLLC
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Tel (702) 385-2500
Fax (702) 385-2086
mschriever@hutchlegal.com

Casey J. Nelson, Esq. (12259)
Wedgewood, LLC
Office of the General Counsel
2320 Potosi Street, Suite 130
Las Vegas, Nevada 89146
Tel (702) 305-9157
Fax (310) 730-5967
caseynelson@wedgewood-inc.com

Attorneys for Defendant
Breckenridge Property Fund 2016 LLC

FILED
2020 MAR 20 PM 3:18
TANYA SCHERINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT
Victoria Torres DEPUTY

THIRD JUDICIAL DISTRICT COURT
LYON COUNTY, NEVADA

LEO KRAMER, AUDREY KRAMER, Plaintiff, v. NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MCDERMOTT, WEDGEWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 Dept No.: I **BRECKENRIDGE PROPERTY FUND 2016 LLC'S JOINDER TO NATIONAL DEFAULT SERVICING CORPORATION'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

COMES NOW Defendant BRECKENRIDGE PROPERTY FUND 2016 LLC ("Breckenridge"), by and through its attorney of record, Matthew Schriever, Esq. of Hutchison & Steffen, PLLC and hereby joins National Default Servicing Corporation's ("NDSC") reply in support of motion for summary judgment.

(4529)

Breckenridge adopts and incorporates the Memorandum of Points and Authorities in the reply as though fully set forth herein and requests summary judgment be granted against Plaintiffs.

Additionally, the motion should be granted as to Breckenridge because the Plaintiffs' opposition did not include any arguments opposing Breckenridge's joinder. Plaintiffs have failed to oppose Breckenridge's argument that Plaintiffs have no viable claims against Breckenridge. Plaintiffs have also failed to oppose Breckenridge's argument that it is entitled to bona fide purchaser status pursuant to NRS 111.180(1) because a Notice of Lis Pendens was not recorded with the county within 5 days of commencement of this action and the Plaintiffs failed to allege that Breckenridge had "actual knowledge, constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or interest to, the real property[.]"

The failure of the Plaintiffs to oppose the joinder should constitute a consent to the granting of the joinder. *See* TJDCR 7(D). Accordingly, the order granting summary judgment, as to Breckenridge, must include findings of fact and conclusions of law that Breckenridge was a bona fide purchaser and that the sale is deemed valid as to its interest in the Subject Property.

Affirmation pursuant to NRS 239B.030: The undersigned does hereby affirm that the preceding document filed in this court does not contain the social security number of any person.

DATED this 20 day of March 2020.

HUTCHISON & STEFFEN, PLLC

John T. Steffen (4390)
Matthew K. Schriever (10745)
Jason D. Guinasso (8478)
Alex R. Velto (14961)
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145

Attorneys for Defendant
Breckenridge Property Fund 2016 LLC

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Hutchison & Steffen, and that on the date indicated below, I served a true and correct copy of the **BRECKENRIDGE PROPERTY FUND 2016 LLC'S JOINDER TO NATIONAL DEFAULT SERVICING CORPORATION'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** via U.S. Mail to the parties designated below.

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547

Ace Van Patten, Esq.
TIFFANY & BOSCO, PA
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135

DATED this 20 day of March 2020.

An Employee of HUTCHISON & STEFFEN

MSJ
LEO KRAMER
AUDREY KRAMER
2364 REDWOOD ROAD
HERCULES, CA 94547

PLAINTIFFS IN PRO PER

FILED

2020 MAR 24 AM 11:50

TANYA SCHULTZ
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Victoria Tovar DEPUTY

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF LYON

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 PLAINTIFFS, LEO KRAMER, AND AUDREY KRAMER'S MOTION FOR SUMMARY JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATION OF AUDREY KRAMER Date: Time: Dept: 1

TO THE ABOVE-ENTITLED COURT, ALL PARTIES HEREIN, AND THEIR ATTORNEYS OF RECORD:

(4532)

PLEASE TAKE NOTICE that Plaintiffs, Leo Kramer and Audrey Kramer, ("Plaintiffs"), will and hereby do move the Court, pursuant to NRCP 56, for summary judgment in favor of Plaintiffs and against Defendants, NATIONAL DEFAULT SERVICING CORPORATION, and BRECKENRIDGE PROPERTY FUND 2016 LLC, on the grounds that, there is s no genuine dispute as to any material fact, as such, Plaintiffs are entitled to judgment as a matter of law.

This motion is made on the grounds that, NATIONAL DEFAULT SERVICING CORPORATION, failed to give Plaintiffs Notice of any indebtedness and the Statutory mandated Notice prior to the wrongful foreclosure of Plaintiffs' real property commonly described as: 1740 Autumn Glen Street, Fernley, NV 89408, ("the subject property").

This motion will be based on this notice and on the memorandum of points and authorities served and filed herewith, pleadings, depositions, Responses to Request for Admissions, interrogatories; on the declaration of Audrey Kramer, and exhibits attached thereto, and on all the papers and records of this action and such other and further oral and/or documentary evidence as may be presented at the hearing on this motion for Summary Judgment.

Dated: 3/23/2020

Dated: 3/23/2020

Leo Kramer

Leo Kramer, Pro per

Audrey Kramer

Audrey Kramer, Pro per

MEMORANDUM OF POINTS AND AUTHORITIES

I

INTRODUCTION

The District Court is not relieved of its responsibility to ascertain if genuine issues of fact remain even though both parties move for summary judgment. Ardmore Leasing Corp. v. State Farm Mut. Auto. Ins. Co., 106 Nev. 513, 796 P.2d 232 (1990). Even if both parties move for summary judgment, district court is not relieved of its responsibility to determine whether genuine issues of fact existed. Rules Civ.Proc., Rule 56(c). Busch v. Flangas, 1992, 837 P.2d 438, 108 Nev. 821.

In evaluating whether National Default Servicing Corporation, (NDSC), provided Plaintiffs with proper Notice prior to conducting the wrongful foreclosure of Plaintiffs' real property, both Constitutional and Statutory notice requirements must be considered. Nevada law requires three foreclosure statutory notices (in addition to a pre-foreclosure notice): a notice of default, a danger notice, and a notice of sale. Further, Nevada requires that, to start a non-judicial foreclosure, in the State of Nevada, the trustee who records a notice of default and election to sell in the county records and must *inter alia*, send a copy to each person with an interest or claimed interest in the property, within ten days following recordation. (Nev. Rev. Stat. §§ 107.080(3), 107.090). Here, it is undisputable that Plaintiffs, Leo Kramer and Audrey Kramer, (Plaintiffs), and each of them has interest or claimed interest in their real property, the subject of this litigation. Thus, there is no genuine dispute as to any material fact that, NATIONAL DEFAULT SERVICING CORPORATION, (NDSC), failed to send Plaintiffs the statutory required notices. *Ibid.* It is irrefutable that NDSC did not provide Plaintiffs with pre-foreclosure notice, a notice of default, a danger notice, and a proper notice of trustee's sale.

Constitutional requirement is delineated in the due process clause of the Constitution, which is made applicable to the State of Nevada by the virtue of the 14th Amendment to the United States Constitution. Nev. Const. art. 1, § 8 provides that no person shall be deprived of life, liberty, or property, without due process of law. Furthermore, Due process clause of the 14th Amendment to the

United States Constitution forbids States from denying any person "life, liberty or property, without due process of law". Thus, an elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is **notice** reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Please See, Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). In the case at bar, it is undisputed that NDSC failed to provide Plaintiffs with notice reasonably calculated, under all the circumstances, to apprise Plaintiffs of any debt and the pendency of the non-judicial foreclosure. In fact, in its response to the Request for Admissions propounded by the Plaintiffs, NDSC conceded that it has no access or personal knowledge as whether Plaintiffs' owed any money when it conducted the non-judicial foreclosure of Plaintiffs' real property. **(please see, p.22., Lines 5-6, Exhibit D, NDSC's Response to RFA-#40).** Further, NDSC failed to give Plaintiffs notice regarding the nature and amount of indebtedness, or when the purported debt was due or owing in time for Plaintiffs to present their objections and opportunity to challenge the validity of such debt prior to the sale of Plaintiffs' real property of many years.

Nevada law requires that in conducting non-judicial foreclosure of real property, the trustee must provide homeowner(s) with notice of default through certified mail. Had Plaintiffs received notice of the default, Plaintiffs would have challenged the validity of the loan or the revolving line of credit, which forms the basis of the notice of default. Furthermore, Plaintiffs, Leo Kramer and Audrey Kramer were not and are not in breach of any mortgage note. Additionally, Plaintiffs were not and are not in breach of the Revolving line of credit, which Plaintiffs, obtained from Washington Mutual Bank. Undoubtedly, NDSC failed to follow Nevada State Foreclosure laws, and thereby made several procedural violations in the wrongful foreclosure of Plaintiffs' real property.

Additionally, NDSC's most egregious violation was failure to recognize and adhere to the **'Power of Sale'** terms set forth in the Washington Mutual (WaMu) Credit Agreement Contract, which Plaintiffs had entered into with WaMu on April 4, 2008. The power of sale provides in pertinent part that:

> (c) To the extent permitted by law the power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be **judicially foreclosed** or sue on the Credit Agreement or take any other action available in equity or at law.

Please see, Page 4, Sect. C in the Plaintiffs' Deed of Trust, attached herein as **SEE EXHIBIT C (Credit Agreement with WAMU).** Because the revolving line of credit was a secondary or junior lien, and because the Revolving Line of Credit ONLY calls for Judicial Foreclosure, and because NDSC failed to give Plaintiffs proper notice, the Non-Judicial Foreclosure was unlawful and therefore, null and void *ab initio*. Summary Judgment is appropriate where material facts are not in dispute and judgment is based on legal construction of documents. It is irrefutable that National Default Servicing Corporation did not provide Plaintiffs with either Constitutional or Statutory notice prior to conducting the wrongful foreclosure of Plaintiffs' real property. As such, Plaintiffs are entitled to judgment as a matter of law.

Additionally, it is undisputed that prior to the wrongful and unlawful foreclosure of Plaintiffs' real property, Plaintiffs, Leo Kramer and Audrey Kramer were not and are not in breach of the Revolving line of credit which Plaintiffs, obtained from Washington Mutual Bank (WaMu).

Plaintiffs performed all terms, covenants, and conditions required of Plaintiffs under the Revolving Line of Credit Agreement, except for those terms, covenants, and conditions the performance of which was either waived or rendered impossible by WaMu. It was impossible for Plaintiffs to continue to access substantial part of the $176,000.00 line of credit because WaMu became a defunct Banking Institution on September 25, 2008, just about six months after the line of credit agreement had been executed. Plaintiffs contend that, WaMu failed to perform all terms, covenants, and conditions required of it under the Revolving line of credit. Additionally, neither, WaMu nor anyone or entity claiming interest in WaMu is the lender or Real Party In Interest in Plaintiffs' Note and Mortgage. Furthermore, there is no evidence to demonstrate that Paul Financial who is the Lender and Real Party Interest conveyed or assigned Plaintiffs' Note and Mortgage to WaMu or to anyone or any entity claiming interest in WaMu. Moreover, in commencing the wrongful and unlawful oppressive non-judicial foreclosure of Plaintiffs' real property, there was no Assignment of Deed of Trust which authorized NATIONAL DEFAULT SERVICING CORPORATION, (NDSC), to conduct the non-judicial foreclosure of Plaintiffs' real property and retirement home. Because NDSC is NOT A DULY APPOINTED TRUSTEE, NDSC lacked legal standing to commence the non-judicial foreclosure of Plaintiffs' real property.

The following undisputed facts, *[infra],* further illuminate the reason why this Honorable Court must enter judgment as a matter of law in favor of the Plaintiffs because there remains no genuine issue of material fact as to whether Plaintiffs received Statutory mandated Notice and/or Constitutional required notice in conformity with the Due Process Clause of both the Nevada and Federal Constitution, prior to the sale of Plaintiffs' real property:

II

STATEMENT OF UNDISPUTED MATERIAL FACTS

1. Plaintiffs are the true owners of the real property commonly described as: 1740 Autumn Glen Street, Fernley, NV 89408, ("the subject property").
2. On or about June 2, 2005, Plaintiffs, LEO KRAMER and AUDREY KRAMER, purchased the aforementioned property for $204,488.00. (**Exhibit A**-Purchase Contract from Ponderosa).
3. On or about June 2, 2005, Plaintiffs obtained a mortgage loan from Paul Financial, LL in the amount of $163,500.00, to purchase the subject property. (**Exhibit. B**-Deed of Trust from Paul Financial).
4. On or about April 4, 2008 Plaintiffs obtained $176,000.00 Revolving Line of Credit from Washington Mutual Bank (WaMu), (**Exhibit C**).
5. WaMu became a defunct Banking Institution on or about ***September 25, 2008, about six Months*** shortly after the Revolving Line of Credit Agreement was executed. *Ibid.*
6. The Revolving Line of Credit *Ibid,* was not a Mortgage Loan.
7. The Revolving Line of Credit *Ibid* was not a Home Equity Loan.
8. The Lender, Paul Financial, Did Not Transfer Plaintiffs' Note and Mortgage to WaMu
9. WaMu is not the Real Party Interest.
10. WaMu is not the holder of Plaintiffs' Note or Mortgage in due course.
11. WaMu has no pecuniary Interest in Plaintiffs' Note and Mortgage

12. Plaintiffs performed all terms, covenants, and conditions required of Plaintiffs under the Revolving Line of Credit Agreement, except for those terms, covenants, and conditions the performance of which was either waived or rendered impossible by WaMu. It was impossible for Plaintiffs to continue to access substantial part of the $176,000.00 line of credit because WaMu became a defunct Banking Institution on or about ***September 25, 2008, about six Months*** shortly after the Revolving Line of Credit Agreement.

13. WaMu failed to perform all terms, covenants, and conditions required of it under the Revolving line of credit.

14. Plaintiffs were not and are not in breach of the Revolving line of credit, which Plaintiffs, obtained from Washington Mutual Bank. In its Response to Plaintiffs Request for Admission, regarding NDSC admitted that it has no access or personal knowledge as whether Plaintiffs' owed any money when they conducted the non-judicial foreclosure of Plaintiffs' real property. **(p.22., Lines 5-6, Ex. D, NDSC's Response to RFA-#40).**

15. On October 6, 2017, NDSC unlawfully recorded Notice of Default on Plaintiffs' real property. Prior to the Recording of the Notice of Default, there was no Assignment of Deed of Trust pursuant to which NDSC was authorized as duly appointed trustee to record the Notice of Default. In its Response to Plaintiffs Request for Admission, NDSC admitted that it "has no access or personal knowledge as to whether JPMorgan Chase Bank is the owner of Washington Mutual Bank's Mortgage loans or line of credit via the "Purchase & Assumption Agreement" **(p.20., Lines 16-17, Ex. D, Response to RFA-#37).** Plaintiffs contend there is no dispute that NDSC was not a duly appointed Trustee and had no personal knowledge as to whether the loan which forms the basis of the "Notice of Default" and the subsequent sale of Plaintiffs real property were actually acquired by JPMorgan Chase Bank and its predecessor; as such any Notice of Default and the sale of Plaintiffs real property were based on uncertain loan documents which renders any alleged notice and sale therefrom void as a matter of law.

Furthermore, NDSC conceded that it has no access or personal knowledge as to whether there was Assignment of Mortgage from Washington Mutual Bank loans or Line

of Credit via the "Purchase &Assumption Agreement" with the FDIC. **(p.20., Lines 27-28, Ex. D, Response to RFA-#38).**

16. It is undisputed that the Assignment of Deed of Trust was fabricated. The fabricated Assignment of Deed of Trust was signed on April 4, 2018, and recorded on April 10, 2018, approximately six (6) months after NDSC unlawfully recorded the Notice of Default against Plaintiffs' real property, and approximately ten (10) years after WaMu Bank entering into receivership with the FDIC. **(Exhibit F).**

Statutory Notice Requirement

17. There is s no genuine dispute as to any material fact NDSC did not cause to be deposited in the United States mail an envelope, registered or certified, return receipt requested and with postage prepaid, containing a copy of the notice of default, addressed to Leo Kramer as required by NRS 107.080.
18. There is s no genuine dispute as to any material fact NDSC did not cause to be deposited in the United States mail an envelope, registered or certified, return receipt requested and with postage prepaid, containing a copy of the notice of default, addressed to Audrey Kramer as required by NRS 107.080.
19. Prior to Recording the Notice of Default neither JPMorgan Chase Bank nor NDSC provided Plaintiffs with the statutory required pre-foreclosure Notice.
20. Prior to and after recording the Notice of Default, Plaintiffs did not abandon their real property.
21. After recording the Notice of default, NDSC did not mail via certified Mail a copy of the Notice of Default to Leo Kramer as required by Nev. Rev. Stat. §§ 107.080(3), 107.090.
22. Plaintiff Leo Kramer is person with an interest or claimed interest in the subject real property
23. After recording the Notice of default, NDSC did not mail via certified Mail a copy of the Notice of Default to Audrey Kramer as required by Nev. Rev. Stat. §§ 107.080(3), 107.090.

24. Plaintiff Audrey Kramer is person with an interest or claimed interest in the subject real property

25. After recording the Notice of default, NDSC did not mail via certified Mail a copy of the Notice of Default to Audrey Kramer as required by Nev. Rev. Stat. §§ 107.080(3), 107.090.

26. NDSC did not mail via certified Mail a copy of the danger notice Leo Kramer.

27. NDSC did not mail via certified Mail a copy of the danger notice Audrey Kramer.

28. The excerpt of Transcript from Court proceeding further demonstrates that NDSC failed to give Plaintiffs Notice:

PARTIAL TRANSCRIPT OF MARCH 1, 2019 HEARING WITH JUDGE SCHLEGELMILCH, ACE VAN PATTEN-NDSC & PLAINTIFF

Ace Van Patten: They would be entitled to notice, but they're also obligated to alleged that they're not in default, and here they haven't done, so there is no basis for their – for their allegation that they're not in default when the bankruptcy had no effect on whether or not the account was current or default or otherwise, it only affects whether that debt is non-recourse debt or standard debt, it could be enforced against them personally. And in terms of the notice, though, the notice that they've alleged they're entitled to get that they were not living in the property, it's not owner-occupied property. The statutes that they've cited to under the foreclosure mediation program, the Homeowners Bill of Rights, NRS 107.090, they're inapplicable here. The mediation requirements and the Homeowners Bill of Rights requirements required property be owner occupied. **(Page 24, Lines 8-23)**

Judge John P. Schlegelmilch: And I don't disagree with that. Okay? But the allegation that they failed to receive notice of the deed, notice of default and election to sell, and therefore they were not given the opportunity to cure [phonetic] the property is a factual allegation. Right? They're not entitled to foreclosure mediation, I grant you that, okay, because they're not primary residence in the property. That's not their residential property or there's no evidence before the court that it's their residential property. From the evidence that I saw was that they had somebody property managing it and were renting it out. Okay? So, from what I've seen in the complaint. I mean, that's how even in allegation Chaffin and or somebody was property managing it and renting it.
(Page 24, Lines 24-25) (Page 25, Lines 1-12)

Ace Van Patten: Well, I think, Your Honor, though, even if they alleged that they didn't receive notice, they haven't provided a basis for – the statute doesn't require that the notice be sent to every possible address, it provides for what addresses need to be provided. And that they were not living in the property; they hadn't filed a recorded request to receive that. The fact that they did not personally receive notice of that doesn't sort of negate the facts that under the statutes, they may not have received personal notice of it.
(Page 25, Lines 13-22)

Judge John P. Schlegelmilch: But if the bank actually knew and they asserted, okay, and they complained that the bank actually knew where they were located. **(Page 25, Lines23-25)**

Judge John P. Schlegelmilch: Okay. Very good. Anything on that, folks? **(Page 28, Line 20-21)**

Audrey Kramer: Yes, Your Honor. So, regarding the 107.090, I've read that very carefully, numerous times. And what it states is in section 3, the foreclosing ARM, in this case, National Default, must fulfill both subsection A and B. Subsection A requirement, each person who recorded a request for a copy of notice; and Subsection B, requiring each person with an interest who's interest or claimed interest is subordinate to deed of trust must be notified in writing via registered or certified US mail, return receipt requested, and the postage prepaid a copy of the notice of default. It doesn't say that anybody who wants to be noticed. **(Page 28, Lines 22-25) (Page 29, Lines 1-8)**

Judge John P. Schlegelmilch: You are entitled to notice. You don't even have to argue that. **(Page 29, Lines 9-10)**

Audrey Kramer: Thank you. **(Page 29, Line 11)**

Judge John P. Schlegelmilch: Okay? **(Page 29, Line 12)**

Audrey Kramer: Thank you. **(Page 29, Line 13)**

Judge John P. Schlegelmilch: All right. You're entitled to notice. **(Page 29, Line 14-15)**

Audrey Kramer: And because how would I know to ask for if [crosstalk] [0:39:08] I didn't know it was being filed against us in the first place? **(Page 29, Lines 16-18)**

Judge John P. Schlegelmilch: Okay. You're entitled to notice. **(Page 29, Lines 19-20)**

The excerpt of the March 1, 2019, hearing further demonstrates that NDSC did not send Plaintiffs Notice of Default via certified mail as requited by Nevada Statutes.

National Default Servicing Corporation failed to provide notice as required by Nevada law

Summary judgment is appropriate on the grounds that, there is no genuine issue as to any material fact and that National Default Servicing Corporation failed to provide Notice as required by the following Nevada laws:

Nev. Rev. Stat. § 107.500:

Which outlines the following rules be followed prior to foreclosure:

At least 30 calendar days before recording a notice of default and election to sell pursuant to subsection 2 of NRS 107.080 or commencing a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan and

at least 30 calendar days after the borrower's default, the mortgage servicer, mortgagee or beneficiary of the deed of trust shall mail, by first-class mail, a notice addressed to the borrower at the borrower's primary address as indicated in the records of the mortgage servicer, mortgagee or beneficiary of the deed of trust, which contains:

(a) A statement that if the borrower is a servicemember or a dependent of a servicemember, he or she may be entitled to certain protections under the federal Servicemembers Civil Relief Act, 50 U.S.C. Appx. 501 et seq., regarding the servicemember s interest rate and the risk of foreclosure, and counseling for covered servicemembers that is available from Military One Source and the United States Armed Forces Legal Assistance or any other similar agency.

(b) A summary of the borrower s account which sets forth:

(1) The total amount of payment necessary to cure the default and reinstate the residential mortgage loan or to bring the residential mortgage loan into current status;

(2) The amount of the principal obligation under the residential mortgage loan;

(3) The date through which the borrower s obligation under the residential mortgage loan is paid;

(4) The date of the last payment by the borrower;

(5) The current interest rate in effect for the residential mortgage loan, if the rate is effective for at least 30 calendar days;

(6) The date on which the interest rate for the residential mortgage loan may next reset or adjust, unless the rate changes more frequently than once every 30 calendar days;

(7) The amount of the prepayment fee charged under the residential mortgage loan, if any;

(8) A description of any late payment fee charged under the residential mortgage loan;

(9) A telephone number or electronic mail address that the borrower may use to obtain information concerning the residential mortgage loan; and

(10) The names, addresses, telephone numbers and Internet website addresses of one or more counseling agencies or programs approved by the United States Department of Housing and Urban Development.

(c) A statement of the facts establishing the right of the mortgage servicer, mortgagee or beneficiary of the deed of trust to cause the trustee to exercise the trustee s power of sale pursuant to NRS 107.080 or to commence a civil action for the recovery of any debt, or for the enforcement of any right, under a residential mortgage loan that is not barred by NRS 40.430.

(d) A statement of the foreclosure prevention alternatives offered by, or through, the mortgage servicer, mortgagee or beneficiary of the deed of trust.

(e) A statement that the borrower may request:

(1) A copy of the borrower s promissory note or other evidence of indebtedness;

(2) A copy of the borrower s mortgage or deed of trust;

(3) A copy of any assignment, if applicable, of the borrower s mortgage or deed of trust required to demonstrate the right of the mortgage servicer, mortgagee or beneficiary of the deed of trust to cause the

trustee to exercise the trustee s power of sale pursuant to NRS 107.080 or to commence a civil action for the recovery of any debt, or for the enforcement of any right, under a residential mortgage loan that is not barred by NRS 40.430; and

(4) A copy of the borrower s payment history since the borrower was last less than 60 calendar days past due.

2. Unless a borrower has exhausted the process described in NRS 107.520 and 107.530 for applying for a foreclosure prevention alternative offered by, or through, the mortgage servicer, mortgagee or beneficiary of the deed of the trust, not later than 5 business days after a notice of default and election to sell is recorded pursuant to subsection 2 of NRS 107.080 or a civil action for the recovery of any debt, or for the enforcement of any right, under a residential mortgage loan that is not barred by NRS 40.430 is commenced, the mortgage servicer, mortgagee or beneficiary of the deed of trust that offers one or more foreclosure prevention alternatives must send to the borrower a written statement:

(a) That the borrower may be evaluated for a foreclosure prevention alternative or, if applicable, foreclosure prevention alternatives;

(b) Whether a complete application is required to be submitted by the borrower if the borrower wants to be considered for a foreclosure prevention alternative; and

(c) Of the means and process by which a borrower may obtain an application for a foreclosure prevention alternative.

Here, it undisputed that National Default Servicing Corporation and its cohorts and conduits violated the pre-NOD notice requirements. At least 30 calendar days before recording a notice of default and election to sell, neither National Default Servicing Corporation; the Lender, nor the servicer or their agents or representative mailed, by first-class mail, a notice addressed to the borrower at the borrower's primary address as indicated in the records of the mortgage servicer, mortgagee or beneficiary of the deed of trust, as required. *Ibid.*

Summary judgment is appropriate on the grounds that, there is no genuine issue or dispute that National Default Servicing Corporation failed to provide Notice as required by the following Nevada laws:

NV Rev Stat § 107.510 (2013) :

1. A mortgage servicer, mortgagee, trustee, beneficiary of a deed of trust or an authorized agent of such a person may not record a notice of default and election to sell pursuant to subsection 2 of NRS 107.080 or commence a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan until:

(a) The mortgage servicer, mortgagee or beneficiary of the deed of trust has satisfied the requirements of subsection 1 of NRS 107.500;

(b) Thirty calendar days after initial contact is made with the borrower as required by subsection 2 or 30 calendar days after satisfying the requirements of subsection 5; and

(c) The mortgage servicer, mortgagee or beneficiary of the deed of trust complies with NRS 107.520 and 107.530, if the borrower submits an application for a foreclosure prevention alternative offered by, or through, the mortgage servicer, mortgagee or beneficiary.

2. The mortgage servicer shall contact the borrower in person or by telephone to assess the borrowers financial situation and to explore options for the borrower to avoid a foreclosure sale. During the initial contact, the mortgage servicer shall advise the borrower that he or she has the right to request a subsequent meeting and, if requested, the mortgage servicer must schedule the meeting to occur within 14 calendar days after the request. The assessment of the borrower s financial situation and discussion of the options to avoid a foreclosure sale may occur during the initial contact or at the subsequent meeting scheduled for that purpose. In either case, the borrower must be provided the toll-free telephone number made available by the United States Department of Housing and Urban Development to find a housing counseling agency certified by that Department. Any meeting pursuant to this subsection may occur by telephone.

3. The loss mitigation personnel of a mortgage servicer may participate by telephone during any contact with a borrower required by this section.

4. A borrower may designate, with consent given in writing, a housing counseling agency certified by the United States Department of Housing and Urban Development, an attorney or any other adviser to discuss with the mortgage servicer, on the borrowers behalf, the borrower s financial situation and options for the borrower to avoid a foreclosure sale. Contact with a person or agency designated by a borrower pursuant to this subsection satisfies the requirements of subsection 2. A foreclosure prevention alternative offered during any contact with a person or agency designated by a borrower pursuant to this subsection is subject to the approval of the borrower.

5. If a mortgage servicer has not contacted a borrower as required by subsection 2, a notice of default and election to sell may be recorded pursuant to subsection 2 of NRS 107.080 or a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan may be commenced, if the mortgage servicer has taken all the following actions:

(a) The mortgage servicer attempts to contact the borrower by mailing by first-class mail to the borrower a letter informing the borrower of his or her right to discuss foreclosure prevention alternatives and providing the toll-free telephone number made available by the United States Department of Housing and Urban Development to find a housing counseling agency approved by that Department.

(b) After mailing the letter required by paragraph (a), the mortgage servicer attempts to contact the borrower by telephone at least 3 times at different hours on different days. Telephone calls made pursuant to this paragraph must be made to the primary telephone number of the borrower which is on file with the mortgage servicer. A mortgage servicer may attempt to contact a borrower pursuant to this paragraph by using an automated system to dial borrowers if, when the telephone call is answered, the call is connected to a live representative of the mortgage servicer. A mortgage servicer satisfies the requirements of this paragraph if it determines, after attempting to contact a borrower pursuant to this paragraph, that the primary telephone number of the borrower which is on file with the mortgage servicer and any secondary telephone numbers on file with the mortgage servicer have been disconnected.

(c) If the borrower does not respond within 14 calendar days after the mortgage servicer satisfies the requirements of paragraph (b), the mortgage servicer sends, by certified mail, return receipt requested, or any other mailing process that requires a signature upon delivery, a letter that includes the information required by paragraph (a).

(d) The mortgage servicer provides a means for the borrower to contact the mortgage servicer in a timely manner, including, without limitation, a toll-free telephone number that will provide access to a live representative during business hours.

(e) The mortgage servicer posts on the homepage of its Internet website, if any, a prominent link to the following information:

(1) Options that may be available to borrowers who are unable to afford payments under a residential mortgage loan and who wish to avoid a foreclosure sale, and instructions to such borrowers advising them on steps to take to explore those options.

(2) A list of financial documents the borrower should collect and be prepared to present to the mortgage servicer when discussing options to avoid a foreclosure sale.

(3) A toll-free telephone number for borrowers who wish to discuss with the mortgage servicer options for avoiding a foreclosure sale.

(4) The toll-free telephone number made available by the United States Department of Housing and Urban Development to find a housing counseling agency certified by that Department.

6. If the property is subject to the requirements of NRS 107.400 to 107.560, inclusive, a notice of default and election to sell recorded pursuant to subsection 2 of NRS 107.080 or a complaint commencing a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan must contain a declaration that the mortgage servicer has contacted the borrower as required by subsection 2, has attempted to contact the borrower as required by subsection 5 or that no contact was required.

Summary judgment is appropriate on the grounds that, there is no genuine issue or dispute that National Default Servicing Corporation failed to provide Notice as required by the following Nevada laws:

Nev. Rev. Stat. § 107.090:

Which requires that a copy of the Notice of Default (NOD) must be sent to each person with an interest or claimed interest in the property by registered or certified mail within ten days after the NOD is recorded. (Nev. Rev. Stat. § 107.090). Furthermore, Plaintiffs contend that the service of this Notice of Default failed to comply with the requirements of Nevada law, which requires the servicer or owner of the loan to send the borrower a notice that contains information about the account, including the total amount needed to cure the default, and includes information about foreclosure prevention alternatives, among other things. (Nev. Rev. Stat. § 107.500).

Defendant, Breckenridge Property Fund 2016 LLC is not bonafide encumbrancers

Defendant, Breckenridge Property Fund 2016 LLC was aware of the disputes regarding Plaintiffs real property and participated in the wrongful and unlawful foreclosure process. As such, the alleged sale of Plaintiffs' real property was unlawful and void *ab initio* and the purported sale of

Plaintiffs' real property has no enforceable legal status and any legal document that is taken to have conveyed or assigned any interest in Plaintiffs' real property to Defendant, Breckenridge Property Fund 2016 LLC is void on its face.

At all times relevant to this Complaint, Plaintiffs maintained a residence and/or mailing address known to or discoverable by National Default Servicing Corporation; yet, National Default Servicing Corporation (NDSC) failed to send Plaintiffs Notice of the Notice of default and election to sell Plaintiff's real property by certified mail, return receipt requested, to the Plaintiffs, at their last known address, on the date the notice is recorded in the county where the property is located as required by Nevada Law. Plaintiffs offer in support of this fact monthly bank statements they received from JPMorgan Chase Bank. **(Exhibit E,** Monthly Statements from JPMorgan Chase Bank). Given that Chase Bank hires and pays NDSC to carry out their fraudulent foreclosures, NDSC clearly knew or could have obtained Plaintiffs' most recent last known mailing address.

Constitutional Requirement

29. Prior to the sale of Plaintiffs' real property, neither National Default Servicing Corporation nor JPMorgan Chase Bank sent Leo Kramer any statement of Account alluding to any Mortgage Default or Default on any Loan.
30. Prior to the sale of Plaintiffs' real property, neither National Default Servicing Corporation nor JPMorgan Chase Bank sent Audrey Kramer any statement of Account alluding to any Mortgage Default or Default on any Loan.
31. Prior to the sale of Plaintiffs' real property, National Default Servicing Corporation did not send Leo Kramer any statement of Account alluding to any Mortgage Default or Default on any Loan in time for Leo Kramer to raise an objection and to challenge the validity of the alleged loan or to cure the alleged debt.
32. Prior to the sale of Plaintiffs' real property, National Default Servicing Corporation did not send Audrey Kramer any statement of Account alluding to any Mortgage Default or Default on any Loan in time for Audrey Kramer to raise an objection and to challenge the validity of the alleged loan or to cure the alleged debt.

33. Prior to the sale of Plaintiffs' real property, National Default Servicing Corporation did not give Plaintiffs notice that contains information about the account, including the total amount needed to cure the default, and/or information about foreclosure prevention alternatives, among other things. (Nev. Rev. Stat. § 107.500).

Plaintiffs did not use up to the maximum credit limit and Plaintiffs were unable to re-borrow from time to time up to the maximum credit limit under the revolving line of credit agreement because Washington Mutual Bank breached the agreement under the revolving line of credit when Washington Mutual Bank failed to exist and when Washington Mutual became a defunct banking institution. Plaintiffs allege in their complaint, that the amount used by Plaintiffs from the revolving line of credit were repaid in full to Washington Mutual Bank and whatever was outstanding from the revolving line of credit was discharged in Bankruptcy Court in June 2011.

Moreover, Plaintiffs, Leo Kramer and Audrey Kramer were not and are not in breach of any mortgage note. Further, Plaintiffs, Leo Kramer and Audrey Kramer were not and are not in breach of the Revolving line of credit which Plaintiffs obtained from Washington Mutual Bank. As such, National Default Servicing Corporation and its privies lack legal standing to cause the non-judicial foreclosure of Plaintiffs' real property and retirement home.

The Purpose of motion for summary judgment is to demonstrate to the court the nonexistence of any genuine issue of material fact upon which the nonmoving party relies. As there is no genuine issue or dispute that National Default Servicing Corporation failed to provide Notice as required by Nevada laws *Ibid,* Plaintiffs are entitled to judgment as a matter of law.

III
ARGUMENT

A. THE COURT SHOULD GRANT PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT BECAUSE THERE REMAINS NO MATERIAL ISSUE OF FACT TO BE RESOLVED

A court may grant summary judgment when the submissions in the record show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law.

(NRCP 56). A "genuine issue" of material fact means that there is sufficient evidence in favor of the non-moving party to allow a jury to return a verdict in its favor. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). A genuine issue of material fact is one where the evidence is such that a reasonable jury could return a verdict for the nonmoving party. Posadas v. City of Reno, 109 Nev. 448, 851 P.2d 438 (1993). In the instant case, no reasonable jury could return verdict for National Default Servicing corporation (NDSC) and Breckenridge Property Fund 2016 LLC for failure to adhere to the Statutory and Constitutional required notice that are mandated by the Due Process Clause which is applicable to the State of Nevada by the virtue of the 14th Amendment to the United States Constitution.

NRCP 56 (c) state in pertinent part that "[t]he judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file together with affidavits, if any, show that there is no genuine issue as to any material fact and the moving party is entitled to a judgment as matter of law." The party moving for summary judgment bears the initial burden or production to show the absence of a genuine issue of material fact. *Cuzze v. University & Comm. College System of Nevada*, 172 P.3d 131 (Nev. 2007). NDSC Responses to interrogatory and its Responses to the Request of Admissions further demonstrate that there is no genuine issue as to any material fact and as such, Plaintiffs are entitled to a judgment as matter of law.

Further, the District Court is not relieved of its responsibility to ascertain if genuine issues of fact remain even though both parties move for summary judgment. Ardmore Leasing Corp. v. State Farm Mut. Auto. Ins. Co., 106 Nev. 513, 796 P.2d 232 (1990). In the instant case, National Default Servicing Corporation ("NDSC"), filed a motion for summary judgment on the causes of action for wrongful foreclosure and Declaratory relief even though NDSC and its Attorneys conceded that Plaintiffs are entitled to Notice as a matter of law but NDSC failed to give Plaintiffs proper notice as required by both Constitutional and Statutory mandate. In evaluating whether National Default Servicing Corporation, (NDSC), provided Plaintiffs with Notice prior to conducting the wrongful foreclosure of Plaintiffs' real property, both Constitutional and Statutory notice requirements must be considered.

Statutory Notice Requirement

Nev. Rev. Stat. § 107.500 requires *inter alia*, that at least 30 calendar days before recording a notice of default and election to sell pursuant to subsection 2 of NRS 107.080 or commencing a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan and at least 30 calendar days after the borrower's default, the mortgage servicer, mortgagee or beneficiary of the deed of trust shall mail, by first-class mail, a notice addressed to the borrower at the borrower's primary address as indicated in the records of the mortgage servicer, mortgagee or beneficiary of the deed of trust. In is undisputed that prior to the filing of the Notice of Default, National Default Servicing Corporation an agent and well known representative of JPMorgan Chase Bank, the purported mortgage servicer, mortgagee or beneficiary did not give Plaintiffs notice of the Default as required by Nevada law.

Furthermore, summary judgment is appropriate on the grounds that, there is no genuine issue or dispute that National Default Servicing Corporation failed to provide Notice as required under **NV Rev Stat § 107.510 (2013)** which provides *inter alia* that, "A mortgage servicer, mortgagee, trustee, beneficiary of a deed of trust or an authorized agent of such a person may not record a notice of default and election to sell pursuant to subsection 2 of NRS 107.080 or commence a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment required by a residential mortgage loan." Additionally, summary judgment is mandated because National Default Servicing Corporation failed to comply with **Nev. Rev. Stat. § 107.090** which requires that a copy of the Notice of Default (NOD) must be sent to each person with an interest or claimed interest in the property by registered or certified mail within ten days after the NOD is recorded. Furthermore, Nevada statute provides that the trustee or person authorized to record the notice of default shall, within 10 days after the notice of default is recorded and mailed pursuant to NRS 107.080, cause to be deposited in the United States mail an envelope, registered or certified, return receipt requested and with postage prepaid, containing a copy of the notice, addressed to:

(a) Each person who has recorded a request for a copy of the notice; **and**

(b) **Each other person with an interest whose interest or claimed interest** is subordinate to the deed of trust.

Nevada Law 'unmistakably' states under NRS 107.090 Sect. 3., the foreclosing arm (NDSC) must fulfill **both** Subsections (a) and (b). Subsection (a) requiring 'Each person who recorded a request for a copy of the notice'; and Subsection (b) requiring '**Each person with an interest whose interest or claimed interest** is subordinate to the deed of trust' must be notified in writing via registered or certified US Mail, return receipt requested and with postage prepaid, a copy of the Notice of Default. Plaintiffs clearly fall under the Subsection (b) Each person with an interest whose interest or claimed interest is subordinate to the deed of trust'. Plaintiffs irrefutably claim they were never served with a Notice of Default as required by Nevada law and is clearly stated by NRS 107.090. Further, when this issue was addressed at a hearing with this court on Oct. 5, 2018, National Default Servicing Corporation did not refute or defend against Plaintiffs' assertion that they were never given proper notices in accordance with Nevada state foreclosure laws, nor has National Default Servicing Corporation, offered any evidence to the contrary. It is a fact and irrefutable that Plaintiffs were never served with Notice of Default as required by Nevada law.

The basis of the Statute is to provide homeowners with Notice so that homeowner can cure any default and avoid foreclosure of their real property and to ensure that the individual or entity seeking to conduct foreclosure of real property in the State of Nevada has standing to do so. Plaintiffs contend that in failing to adhere to the State of Nevada foreclosure laws, Plaintiffs were deprived of their constitutionally protected right to due process under the laws of the United States and the laws of the State of Nevada.

During hearing on May 1, 2019, Hon. Judge Schlegelmilch presiding, Ace Van Patten, Attorneys for NDSC conceded that: **See Exhibit G -Transcript of hearing**

> **Ace Van Patten:** "They would be entitled to notice, but they're also obligated to alleged that they're not in default, and here they haven't done, so there is no basis for their – for their allegation that they're not in default when the bankruptcy had no effect on whether or not the account was current or default or otherwise, it only affects whether that debt is non-recourse debt or standard debt, it could be enforced against them personally. And in terms of the notice, though, the notice that they've alleged they're entitled to get that they were not living in the property, it's not owner-occupied property. The statutes that they've cited to under the foreclosure mediation program, the Homeowners Bill of Rights, NRS 107.090, they're inapplicable here. The mediation requirements and the Homeowners Bill of Rights requirements required property be owner occupied."

Nevada law requires that, to start a non-judicial foreclosure, in the State of Nevada, the trustee who records a notice of default and election to sell in the county records and must *inter alia*, send a copy to each person with an interest or claimed interest in the property, within ten days following recordation. (Nev. Rev. Stat. §§ 107.080(3), 107.090). Here, NDSC proffered no evidence to demonstrate that it sent Notice to Leo Kramer and Audrey Kramer each of which has individual interest or claimed interest in the subject real property. Summary judgment is appropriate where the pleadings, depositions, answers to interrogatories, admissions and affidavits on file, show that there exists no genuine issue as to any material fact, and that the moving party is entitled to judgment as a matter of law. Bird v. Casa Royale W., 97 Nev. 67, 624 P.2d 17 (1981); Montgomery v. Ponderosa Constr., Inc., 101 Nev. 416, 705 P.2d 652 (1985). In the case at bar, it is irrefutable that NDSC had no knowledge that Leo Kramer and Audrey Kramer was indebted to anyone or to any entity, as such, NDSC could not have lawfully recorded a valid Notice of Default absent knowledge of indebtedness. In its Response to Plaintiffs Request for Admission, regarding NDSC admitted that it has no access or personal knowledge as to whether Plaintiffs' owed any money when NDSC conducted the non-judicial foreclosure of Plaintiffs' real property. **(please see, p.22., Lines 5-6, Ex. D, Response to RFA).**

The fact that NDSC did not send Notice to Plaintiffs is further illuminated by the following dialogue during the May 1, 2019 hearing: **See Exhibit G -Transcript of hearing**

> **Audrey Kramer**: Yes, Your Honor. So, regarding the 107.090, I've read that very carefully, numerous times. And what it states is in section 3, the foreclosing ARM, in this case, National Default, must fulfill both subsection A and B. Subsection A requirement, each person who recorded a request for a copy of notice; ***and Subsection B, requiring each person with an interest who's interest or claimed interest*** is subordinate to deed of trust must be notified in writing via registered or certified US mail, return receipt requested, and the postage prepaid a copy of the notice of default. It doesn't say that anybody who wants to be noticed.
>
> **Judge John P. Schlegelmilch**: You are entitled to notice. You don't even have to argue that.
>
> **Audrey Kramer**: Thank you.
>
> **Judge John P. Schlegelmilch**: Okay?
>
> **Audrey Kramer**: Thank you.
>
> **Judge John P. Schlegelmilch**: All right. You're entitled to notice.

Plaintiffs were not in default of the Mortgage loan with Paul Financial nor were Plaintiffs in default of the Revolving Line of Credit with Washington Mutual Bank

Summary judgment is proper when the moving party is entitled to judgment as a matter of law, and no genuine issue remains for trial. A party opposing such a motion for summary judgment must set forth specific facts showing that there is a genuine issue for trial and the opponent must show he can produce evidence at the trial to support his claim. Van Cleave v. Kietz-Mill Minit Mart, 97 Nev. 414, 633 P.2d 1220 (1981). Here, Plaintiffs contend that there is no issue that remain to be litigated because, *inter alia*, Plaintiffs were not in default of any Mortgage loan. Additionally, Plaintiffs were not in default of the Revolving Line of Credit Agreement with Washington Mutual Bank. Trial judges are to exercise great caution in granting summary judgment, which is not to be granted if there is the slightest doubt as to the operative facts. Posadas v. City of Reno, 109 Nev. 448, 851 P.2d 438 (1993). Here, there is no doubt as to the operative facts because by its own admission, in its Response to Plaintiffs Request for Admission, NDSC admitted that it has no access or personal knowledge as whether Plaintiffs' owed any money when it conducted the non-judicial foreclosure of Plaintiffs' real property. **(p.22., Lines 5-6, Ex. D, Response to RFA-#40).**

There was No Valid Assignment of Deed of Trust which authorized NDSC to conduct the non-judicial foreclosure of Plaintiffs' real property

JPMorgan Chase Bank, who hired NDSC to foreclose on Plaintiffs' property, does not dispute that it does not possess a valid Assignment of Deed of Trust of Plaintiffs' real property; instead, JPMorgan Chase Bank filed a fraudulent self-fabricated assignment of deed of trust, which was signed on April 4, 2018, and recorded on April 10, 2018, over six (6) months after NDSC unlawfully recorded the Notice of Default against Plaintiffs' real property, and approximately (10) ten years after WaMu entering into receivership with the FDIC.

Furthermore, NDSC failed to provide Notice of any "**Assignment of Deed Of Trust**, or any pertinent instrument to demonstrate that NDSC's was a duly appointed trustee lawfully authorized to conduct non-judicial foreclosure of Plaintiffs' retirement home. In its Response to Plaintiffs Request for Admission, NDSC admitted that it "has no access or personal knowledge as to whether JPMorgan

Chase Bank is the owner of Washington Mutual Bank's Mortgage loans or line of credit via the "Purchase & Assumption Agreement" **(p.20., Lines 16-17, Ex. D, Response to RFA-#37).** Plaintiffs contend there is no dispute that NDSC was not a duly appointed Trustee and had no personal knowledge as to whether the loan which forms the basis of the "Notice of Default" and the subsequent sale of Plaintiffs real property were actually acquired by JPMorgan Chase Bank and its predecessor; as such any Notice of Default and the sale of Plaintiffs real property were based on uncertain loan documents which renders any alleged notice and sale therefrom void as a matter of law. Furthermore, NDSC conceded that it has no access or personal knowledge as to whether there was Assignment of Mortgage from Washington Mutual Bank loans or Line of Credit via the "Purchase &Assumption Agreement" with the FDIC. **(p.20., Lines 27-28, Ex. D, Response to RFA-#38).**

Furthermore, NDSC has neither proffered any evidence to demonstrate that it is a dully-appointed trustee nor has NDSC provided a valid "Assignment of Deed of Trust" pursuant to which NDSC was named as a trustee or substituted as Trustee prior to the filing of the "Notice of Default" Additionally, NDSC has not provided this Honorable court any evidence to demonstrate that NDSC is a dully appointed trustee authorized to conduct non-judicial foreclosure of Plaintiffs' real property in the state of Nevada. Moreover, NDSC failed to comply with condition precedent prior to recording the Notice of Default and the subsequent wrongful, unlawful, and willful oppressive foreclosure sale of Plaintiffs' residential real property. Summary Judgment Is Proper Where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Villescas v. CNA Ins. Cos., 109 Nev. 1075, 864 P.2d 288 (1993). Here, NDSC's responses to interrogatory and its responses to request for admissions further demonstrates that there is no genuine issue as to any material fact and that Plaintiffs are entitled to a judgment as a matter of law.

Constitutional Required Notice

An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is **notice** reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Please See, Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

Nev. Const. art. 1, § 8 provides that no person shall be deprived of life, liberty, or property, without due process of law. Although due process tolerates variances in procedure "appropriate to the nature of the case," *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 313 (1950), it is nonetheless possible to identify its core goals and requirements. First, "[p]rocedural due process rules are meant to protect persons not from the deprivation, but from the mistaken or unjustified deprivation of life, liberty, or property." Carey v. Piphus, 435 U.S. 247, 259 (1978). "[P]rocedural due process rules are shaped by the risk of error inherent in the truth-finding process as applied to the generality of cases." *Mathews v. Eldridge*, 424 U.S. 319, 344 (1976).

Thus, the required elements of due process are those that "minimize substantively unfair or mistaken deprivations" by enabling persons to contest the basis upon which a state proposes to deprive them of protected interests. *Fuentes v. Shevin*, 407 U.S. 67, 81 (1972). At times, the Court has also stressed the dignitary importance of procedural rights, the worth of being able to defend one's interests even if one cannot change the result. *Carey v. Piphus*, 435 U.S. 247, 266–67 (1978); *Marshall v. Jerrico, Inc.*, 446 U.S. 238, 242 (1980); *Nelson v. Adams*, 529 U.S. 460 (2000) (amendment of judgment to impose attorney fees and costs to sole shareholder of liable corporate structure invalid without notice or opportunity to dispute). Here, it is undisputed that NDSC failed to provide Plaintiffs with notice reasonably calculated, under all the circumstances, to apprise Plaintiffs of the alleged debt and the pendency of the non-judicial foreclosure of Plaintiffs' real property of many years. In its response to the Request for Admissions propounded by the Plaintiffs, NDSC conceded that it has no access or personal knowledge as whether Plaintiffs' owed any money when it conducted the non-judicial foreclosure of Plaintiffs' real property. **(please see, p.22., Lines 5-6, Exhibit D, NDSC's Response to RFA-#40).** Further, NDSC failed to give Plaintiffs notice regarding the nature and amount of indebtedness, or when the purported debt was due or owing in time for Plaintiffs to present

their objections and opportunity to challenge the validity of such debt prior to the sale of Plaintiffs' real property of many years.

Here, if Plaintiffs had received "Notice" including "Notice of Default", Plaintiffs would have defended their interest in their real property before the wrongful foreclosure by NDSC and its cohorts. Accordingly, because there is no genuine disputed issue of material fact to be litigated, the entry of summary judgment in favor of Plaintiffs is mandated. When there remains no material issue of fact to be resolved and when it appears that party moving for summary judgment is entitled to judgment as a matter of law, summary judgment must be granted. NRCP 56(c). Tobler & Oliver Const. Co. v. Board of Trustees of Health and Ins. Fund For Carpenters Local Union No. 971, 1968, 442 P.2d 904, 84 Nev. 438.

NDSC Failed to provide adequate response to some of the Request for Admissions

Unanswered requests for admissions may be relied on as basis for granting summary judgment. Conlon v. U.S., 2007, 474 F.3d 616. In considering motion for summary judgment, court is not bound to consider answers to interrogatories tardily filed to offset unanswered requested admissions. NRCP 33, 36, 56(c). Western Mercury, Inc. v. Rix Co., 1968, 438 P.2d 792, 84 Nev. 218.

A court may grant summary judgment when the submissions in the record show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law. (NRCP 56). A "genuine issue" of material fact means that there is sufficient evidence in favor of the non-moving party to allow a jury to return a verdict in its favor. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). Here, there is no evidence in favor of Defendants to allow a jury to return a verdict in their favor. Purpose of summary judgment rule is not to deprive litigants of their right to trial on merits if they really have issues to try. NRCP 56(c). Pine v. Leavitt, 1968, 445 P.2d 942, 84 Nev. 507. Here, Defendants, simply have no issues to try when it comes to whether National Default gave Plaintiffs Notice as required by Nevada law and whether NDSC adhered to Constitutional Notice requirements.

Summary judgment is appropriate only when it is quite clear what the truth is, and that no genuine issue remains for trial. NRCP 56(c). Lipshie v. Tracy Inv. Co., 1977, 566 P.2d 819, 93 Nev. 370. Even if both parties move for summary judgment, district court is not relieved of its

responsibility to determine whether genuine issues of fact existed. Rules Civ.Proc., Rule 56(c). Busch v. Flangas, 1992, 837 P.2d 438, 108 Nev. 821. Material facts, for purposes of a motion for summary judgment, are those which may affect the outcome of the case. Las Vegas Tribe of Paiute Indians v. Phebus, 2014, 5 F.Supp.3d 1221. Proper Notice of Default and notice to parties with interest in the real property as provided by Nevada law is condition precedent prior to the commencement of non-judicial foreclosure in the state of Nevada.

Defendants Cannot Establish Genuine Disputed Issue Of Material Fact

If party which moved for summary judgment meets its initial burden, burden shifts to opposing party to establish a genuine issue of material fact. Las Vegas Tribe of Paiute Indians v. Phebus, 2014, 5 F.Supp.3d 1221. If moving party satisfies its burden and motion for summary judgment is supported, adverse party may not rest upon mere allegations of his pleading, but must, by affidavit or otherwise, set forth facts demonstrating existence of genuine issue for trial; otherwise, opposing party has no duty to respond on merits and summary judgment may not be entered against him. Rules Civ.Proc., Rule 56. Maine v. Stewart, 1993, 857 P.2d 755, 109 Nev. 721,

Summary judgment is authorized only where moving party is entitled to judgment as a matter of law, where it is quite clear what the truth is, and no genuine issue remains for trial, as purpose of rule is not to cut litigants off from right of trial by jury if they really have issues to try. Rules Civ.Proc., Rule 56. Caughlin Ranch Homeowners Ass'n v. Caughlin Club, 1993, 849 P.2d 310, 109 Nev. 264.

Accordingly, as there can be no triable issue of material fact without satisfying the notice requirements under Nevada Law, Plaintiffs respectfully request that the Court enter summary judgment in favor of Plaintiffs and against Defendants, NATIONAL DEFAULT SERVICING CORPORATION, and BRECKENRIDGE PROPERTY FUND 2016 LLC.

IV

CONCLUSION

For the foregoing reasons, Plaintiffs, respectfully request this Honorable Court enter summary judgment in favor of Plaintiffs and against Defendants, NATIONAL DEFAULT SERVICING CORPORATION, and BRECKENRIDGE PROPERTY FUND 2016 LLC because there is no triable issue of material fact to be ligated.

Respectfully Submitted,

Date: 3/23/2020

Leo Kramer

Leo Kramer, Pro se

Date: 3/23/2020

Audrey Kramer

Audrey Kramer, Pro se

The UPS Store
1511 Sycamore Ave. Ste B
Hercules, CA 94547
store2796@theupsstore.com

PROOF OF SERVICE

STATE OF CALIFORNIA)1
) SS:
CONTRA COSTA COUNTY)

I am employed in the County of Contra Costa, State of California. I am over the age of 18 and not a party to the within action; my business address is: _____
On March 23, 2020, I served the foregoing document entitled:

PLAINTIFFS, LEO KRAMER, AND AUDREY KRAMER'S MOTION FOR SUMMARY JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATION OF AUDREY KRAMER

on all parties in this action as follows:

PLEASE SEE ATTACHED SERVICE LIST

_____**Mail**. By placing a true copy thereof enclosed in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with first class postage thereon fully paid at Alameda, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter is more than one day after day of deposit for mailing in this Proof of Service.
_____ **By Telefax**. I transmitted said document by telefax to the offices of the addressees at the telefax numbers on the attached Service List.
_____ **By Personal Service**. I delivered such envelope by hand to the addressee(s).
__X__ **By Overnight Courier**. I caused the above-referenced document(s) to be delivered to an overnight courier service for next day delivery to the addressee(s) on the attached Service List.

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

Executed on March 23, 2020 at Hercules, California.

Corina DiGrazia
Name of Declarant

Signature of Declarant

(4558)

SERVICE LIST

John T. Steffen
Mathew K. Schriever
Hutchison & Steffen
1008 West Alta Drive, Suite 200
Las Vegas, NV 89145

Attorneys for Defendants:
ALYSSA MC DERMOTT, WEDGEWOOD INC.,
BRECKENRIDGE PROPERTY FUND 2016, LLC

Ace Van Patten
Kevin S. Soderstrom
Tiffany & Bosco, P.A.
10100 W. Charleston Blvd, Ste. 220
Las Vegas, NV 89107

Attorneys for Defendant:
NATIONAL DEFAULT SERVICE CORPORATION

KRAMERS MOTION FOR SUMMARY JUDGMENT PROPOSED EXHIBIT LIST

EXHIBITS	
[illegible]	Description
A	Purchase Contract from Ponderosa
B	Mortgage Loan from Paul Financial
C	Revolving Line of Credit Agreement-WAMU
D	NDSC Responses to Request for Admissions (RFA)
E	Monthly receipt/s or evidence that JPMorgan Chase Bank knew Plaintiffs' address
F	Fabricated Assignment of Deed of Trust by JPMorgan Chase Bank, (Signed April 4,2018—Recorded April 10, 2018)
G	Transcript of May 1, 2018 Hearing With Judge Schlegelmilch
H	Private Investigator, William Paatalo's Executed Declaration

Purchase Contract from Ponderosa

EXHIBIT A

DOC # 353219
06/08/2005 02:37 PM
Official Record
Requested By
WESTERN TITLE COMPANY
Lyon County - NV
Mary C. Milligan - Recorder
Page 1 of 2 Fee: $15.00
Recorded By: MFK RPTT: $797.55

0353219

APN: 022-052-02
RPTT $797.55

	WHEN RECORDED MAIL TO:
Name	LEO F. KRAMER
Street Address	1740 Autumn Glen
City,State Zip	Fernley Nv 89408
	MAIL TAX STATEMENTS TO:
Name	LEO F. KRAMER
Street Address	Same
City,State Zip	
Order No.	00009691-111- EMB

(SPACE ABOVE THIS LINE FOR RECORDERS USE)

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FERNLEY PONDEROSA, LLC., a Nevada limited liability company

do(es) hereby GRANT(s) BARGAIN SELL and CONVEY to

LEO F. KRAMER and AUDREY E. KRAMER, husband and wife as JOINT TENANTS.

and to the heirs and assigns of such Grantee forever, all the following real property situated in the City of FERNLEY, County of Lyon, State of Nevada bounded and described as follows:

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

Lot 62 of UPLAND RANCH ESTATES UNIT NO. 7, according to the map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada, as Document No. 315377, on March 09, 2004.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: June 2, 2005

Unofficial Copy

4562

Grant, Bargain and Sale Deed – Page 2

FERNLEY PONDEROSA, LLC a Nevada limited liability company

Jaynie Tamura Gaines

JAYNIE TAMURA GAINES, VICE PRESIDENT

STATE OF CALIFORNIA } ss.

COUNTY OF SAN JOAQUIN

On JUNE 3, 2005, before me, TWILA M. SILVEIRA, personally appeared JAYNIE TAMURA GAINES, X personally known to me OR ___ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on this instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Twila M. Silveira

Signature of Notary

TWILA M. SILVEIRA
COMM. # 1465774
NOTARY PUBLIC-CALIFORNIA
SAN JOAQUIN COUNTY
COMM. EXP. JAN. 27, 2008

Unofficial Copy

DOC # DV-353219
06/08/2005 02:37 PM
Official Record

Requested By
WESTERN TITLE COMPANY

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 2 Fee: $15.00
Recorded By: MFK RPTT: $797.55

STATE OF NEVADA
DECLARATION OF VALUE

FOR RECORDER

Document/Instrument #
Book: _____
Date of Recording: _____
Notes: _____

1. **Assessor Parcel Number(s)**
   a) 022-052-02
   b)
   c)
   d)

2. ***Type of Property:***
   a) ☐ Vacant Land b) ☑ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other _____

3. **Total Value/Sales Price of Property:** $ 204,488.00
   Deed in Lieu of Foreclosure Only (value of property): $ _____
   Transfer Tax Value: $ 204,488.00
   Real Property Transfer Tax Due: $ 797.55

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section: _____
   b. Explain Reason for Exemption: _____

5. **Partial Interest: Percentage being transferred:** _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exception, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ **Capacity** SELLER
JAYNIE TAMURA GAINES, VICE PRESIDENT **Dated:** June 2, 2005

Signature: _____ **Capacity** BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: FERNLEY PONDEROSA, LLC.

Address: 3202 W. MARCH LANE #A
City: STOCKTON
State: CA **Zip:** 95219

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: LEO F. Kramer

Address: 1227 Ballena Blvd.
City: Alameda
State: CA **Zip:** 94501

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Western Title Company, Inc. **Esc. #:** 00009691-111-EMB
Address: 55 N. Center #3 P. O. Box 710
City/State/Zip: Fernley, NV 89408

Unofficial Copy

4564

STATE OF NEVADA
DECLARATION OF VALUE

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

1. **Assessor Parcel Number(s)**
   a) 022-052-02
   b)
   c)
   d)

2. **Type of Property:**
   a) ☐ Vacant Land b) ☑ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other _____

3. **Total Value/Sales Price of Property:** $ 204,488.00
   Deed in Lieu of Foreclosure Only (value of property): $ _____
   Transfer Tax Value: $ 204,488.00
   Real Property Transfer Tax Due: $ 797.55

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section: _____
   b. Explain Reason for Exemption: _____

5. **Partial Interest: Percentage being transferred:** _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exception, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Jannie Tamura Gaines Capacity SELLER
JANNIE TAMURA GAINES, VICE PRESIDENT Dated: ~~June 2, 2005~~ JUNE 3, 2005
Signature: _____ Capacity BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: FERNLEY PONDEROSA, LLC.	Print Name: LEO E. Kramer
Address: 3202 W. MARCH LANE #A	Address: 1227 Ballena Blvd.
City: STOCKTON	City: FERNLEY
State: CA Zip: 95219	State: NV Zip: 89408

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Western Title Company, Inc. Esc. #: 00009691-111-EMB
Address: 55 N. Center #3 P. O. Box 710
City/State/Zip: Fernley, NV 89408

Unofficial Copy

4565

Mortgage Loan from Paul Financial

EXHIBIT B

(4566)

DOC # 353220
06/08/2005 02:38 PM
Official Record
Requested By
WESTERN TITLE COMPANY
Lyon County - NV
Mary C. Milligan - Recorder
Page 1 of 25 Fee: $63.00
Recorded By: MFK RPTT:
0353220

Assessor's Parcel Number:
022-052-02
Return To:
Paul Financial, LLC
1401 Los Gamos Drive
San Rafael, CA, 94903

Prepared By:
Paul Financial, LLC

Recording Requested By:
Paul Financial, LLC
1401 Los Gamos Drive
San Rafael, CA, 94903

9691-EMB

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100270600003892476

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated June 02, 2005, together with all Riders to this document.
(B) "Borrower" is Leo F. Kramer and Audrey E. Kramer, husband and wife, as joint tenants

Borrower is the trustor under this Security Instrument.
(C) "Lender" is Paul Financial, LLC

Lender is a Limited Liability Company
organized and existing under the laws of The State of Delaware

Unofficial Copy

4567

Lender's address is 1401 Los Gamos Drive, San Rafael, CA, 94903

(D) "Trustee" is Foundation Conveyancing, LLC

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(F) "Note" means the promissory note signed by Borrower and dated June 02, 2005. The Note states that Borrower owes Lender One Hundred Sixty-Three Thousand Five Hundred and 0/100ths Dollars (U.S. $163,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 01, 2045.
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[X] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[X] Other(s) [specify] Prepay Penalty

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "Escrow Items" means those items that are described in Section 3.
(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

Unofficial Copy

(4568)

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID Number: 022-052-02 which currently has the address of
1740 Autumn Glen Street [Street]
Fernley [City], Nevada 89408-0000 [Zip Code]
("Property Address"):

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

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

Unofficial Copy

4569

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

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

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

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

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

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

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

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

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

DUPLICATE ORIGINAL

4570

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

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

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

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

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

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

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

Unofficial Copy

4571

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

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

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

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

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

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

Unofficial Copy

4572

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

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

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

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

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

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

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

Unofficial Copy

4573

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

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

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

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

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

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

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

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

UNOFFICIAL COPY

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

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

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

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

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

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

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

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

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

UNOFFICIAL COPY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNOFFICIAL COPY

4578

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

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

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

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

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

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

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

Unofficial Copy

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

Witnesses:

_____ Leo F. Kramer (Seal) -Borrower

_____ Audrey E. Kramer (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

Unofficial Copy

4580

STATE OF ~~NEVADA~~ CA California
COUNTY OF ~~Lyon~~ Alameda

This instrument was acknowledged before me on June 2, 2005 by
Leo F. Kramer and Audrey E. Kramer

WILLIAM PAUL LOEFFLER
COMM. # 1529083
NOTARY PUBLIC CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires November 22, 2006

Mail Tax Statements To:
Paul Financial, LLC
1401 Los Gamos Drive
San Rafael, CA, 94903

Unofficial Copy

ADJUSTABLE RATE RIDER

(Monthly Treasury Average - Payment and Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 02nd day of June, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Paul Financial, LLC

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1740 Autumn Glen Street, Fernley, NV, 89408

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER'S MONTHLY PAYMENT INCREASES MAY BE LIMITED AND THE INTEREST RATE INCREASES ARE LIMITED.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 1.000 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

Unofficial Copy

4582

(B) Interest Change Dates

The interest rate I will pay may change on the first day of August, 2005 , and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date.

(C) Interest Rate Limit

My interest rate will never be greater than 12.500 %.

(D) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (h.15)" (the "Monthly Yields"). The "Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(E) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding Three and 500/1000 percentage points (3.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 2(C) above, the rounded amount will be my new interest rate until the next Interest Change Date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on August 01, 2005 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 01, 2045 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 7867, Santa Rosa, CA, 954070867

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 413.42 . This amount may change.

0000389247

Initials: AK ASK

Unofficial Copy

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of August, 2006, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 3(F) or 3(G) below requires me to pay the Full Payment.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal installments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." The Note Holder will then calculate the amount of my monthly payment due the month preceding the Payment Change Date multiplied by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, I may choose to pay the Limited Payment.

(E) Additions to My Unpaid Principal

My monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 2 above.

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110 %) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount due to the Limited Payments and interest rate increases. If so, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

Initials: HK OSK 0000389247

Unofficial Copy

(G) Required Full Payment

On the 5th Payment Change Date and on each succeeding 5th Payment Change Date thereafter, I will begin paying the Full Payment as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment as my monthly payment on the final Payment Change Date.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will contain the interest rate or rates applicable to my loan for each month since the prior notice or, for the first notice, since the date of this Note. The notice will also include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

0000389247

Initials: AK ASK

Unofficial Copy

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Leo F. Kramer (Seal) -Borrower

Audrey E. Kramer (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

0000389247

Unofficial Copy

4586

Lender: Paul Financial, LLC
Address: 1401 Los Gamos Drive
City, State Zip: San Rafael, CA, 94903

[Space Above This Line For Recording Data]

PREPAYMENT PENALTY RIDER

This Prepayment Penalty Rider is made this 02nd day of June, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to

Paul Financial, LLC

("Lender") of the same date and covering the property described in the Security Instrument and located at:

1740 Autumn Glen Street, Fernley, NV, 89408
[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower may make a full prepayment or a partial prepayment of principal at any time. However, if within the first 2 years after the date Borrower executes the Note, Borrower will pay a prepayment charge on the aggregate prepayments made within any consecutive twelve month period which exceed 20% of the original principal amount stated in the Note (the "Excess Principal"). The prepayment charge will equal the interest rate that would accrue during a six month period of the Excess Principal calculated at the rate of interest in effect under the terms of the note at the time of the prepayment.

No prepayment penalty will be assessed for any prepayment made after the Penalty Period.

The Note Holder's failure to collect a prepayment penalty at the time a prepayment is received shall not be deemed a waiver of such penalty and any such penalty calculated in accordance with this section shall be payable on demand.

Unofficial Copy

4587

If a law, which applies to this loan and which sets a maximum prepayment charge or prohibits prepayment charges, is finally interpreted so that the prepayment charge to be collected in connection with this loan exceeds the permitted limits, then (i) any such prepayment charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, or (ii) if the prepayment charge is prohibited, no prepayment charge will be assessed or collected.

DO NOT SIGN THE PREPAYMENT PENALTY RIDER BEFORE YOU READ IT. THIS PREPAYMENT PENALTY RIDER PROVIDES FOR THE PAYMENT OF A CHARGE IF YOU WISH TO REPAY THE LOAN PRIOR TO THE DATE PROVIDED FOR REPAYMENT.

By signing below, Borrower accepts and agrees to the terms and covenants contained in the Prepayment Note Addendum.

Leo F. Kramer (Seal) -Borrower
Leo F. Kramer

Audrey E. Kramer (Seal) -Borrower
Audrey E. Kramer

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Unofficial Copy

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 02nd day of June, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to Paul Financial, LLC

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

1740 Autumn Glen Street, Fernley, NV, 89408

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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

Unofficial Copy

4589

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

Leo F. Kramer (Seal) - Borrower

Audrey E. Kramer (Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

Unofficial Copy

4590

Legal Description

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

Lot 62 of UPLAND RANCH ESTATES UNIT NO. 7, according to the map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada, as Document No. 315377, on March 09, 2004.

Unofficial Copy