

SUPREME COURT
STATE OF NEVADA

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Elizabeth A. Brown
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RESOURCE GROUP, LLC,) Case No. 84992
)
Appellant,)
vs)
)
U.S. BANK NATIONAL)
ASSOCIATION ND, A NATIONAL)
ASSOCIATION,)
)
Respondent.)

APPEAL FROM A JUDGMENT OF
THE EIGHTH JUDICIAL DISTRICT COURT, COUNTY OF CLARK
THE HONORABLE TIMOTHY C. WILLIAMS
CASE NO. A-12-667690-C

RESPONDENT'S SUPPLEMENT TO JOINT APPENDIX
VOLUME 9

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INDEX TO JOINT APPENDIX VOLUME 9

Volume	Date Filed	Document	Bates Stamp
9	03/16/22	U.S. Bank National Association N.D.'s Motion for Summary Judgment	APP001957- APP002204

ALPHABETICAL INDEX TO JOINT APPENDIXES

Volume	Date Filed	Document	Bates Stamp
1	05/16/16	Affidavit of Julie Lor in Support of Motion for Summary Judgment	APP000198- APP000234
8	10/18/21	Amended Order Rescheduling Dates for Trial, and Pre-Trial/Calendar Call	APP001938- APP001939
61	06/29/20	Amended Order Setting Civil Non- Jury Trial, Pre-Trial/Calendar Call	APP000000- APP000000
1	11/16/12	Amendment to Complaint	APP000036- APP000038
1	07/16/14	Answer and Counterclaim	APP000062- APP000069
1	02/20/15	Answer to Counterclaim	APP000093- APP000097
1	08/07/13	Application for an Order to Serve by Publication	APP000048- APP000050
1	08/30/12	Complaint for Judicial Foreclosure of Deed of Trust	APP000001- APP000035
1	02/07/14	Default	APP000053- APP000055
8	04/28/21	Discovery Commissioner's Report and Recommendations	APP001918- APP001921
8	10/31/17	Findings of Fact and Conclusions of Law	APP001766- APP001775
6	01/20/17	First Amended Answer to the Counterclaim	APP001263- APP001267
1	04/15/15	Joint Case Conference Report	APP000098- APP000104
6	09/26/17	Joint Pre-Trial Memorandum	APP001340- APP001346
2	06/16/16	Minute Order	APP000339

1	6	03/07/17	Minute Order	APP001300
2	2/3	01/03/17	Motion for Summary Judgment	APP000375- APP000500
3	8	11/30/20	Motion to Compel	APP001835- APP001905
4	8	10/12/20	Motion to Extend Discovery and Continue the Trial Date (Second Request)	APP001826- APP001830
5	1	12/01/14	Motion to Lift Stay	APP000078- APP000084
6	8	11/22/17	Notice of Appeal	APP001789- APP01790
7	12	07/05/22	Notice of Appeal	APP002692- APP002693
8	2	09/20/16	Notice of Deposition	APP000359- APP000361
9	8	11/01/17	Notice of Entry of Findings of Fact and Conclusions of Law and Final Judgment Pursuant to NRCp 54(b) Between Resources Group, LLC and U.S. Bank National Association, ND	APP001776- APP001788
10	1	07/15/14	Notice of Entry of Order	APP000058- APP000061
11	1	08/22/14	Notice of Entry of Order	APP000073- APP000077
12	15	01/21/15	Notice of Entry of Order	APP000088- APP000092
13	6	04/04/17	Notice of Entry of Order	APP001304- APP001308
14	8	06/29/20	Notice of Entry of Order	APP001818- APP001825
15	12	06/09/22	Notice of Entry of Order	APP002682- APP002691
16	12	12/01/22	Notice of Entry of Order	APP002702- APP002711
17	4	01/04/17	Notice of Entry of Order on Plaintiff's Motion to Amend Their Answer to the Counterclaim	APP000772- APP000775
18	1	11/30/15	Notice of Entry of Stipulation and Order to Extend Deadlines (First Request)	APP000112- APP000119

1	2	11/16/16	Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (Second Request)	APP000366-APP000371
2				
3	2	07/26/16	Notice of Entry of Stipulation and Order to Reopen Discovery, Vacate Trial, and Extend the 5 Year Rule Pursuant to Nev. R. Civ. Pro 41(e)	APP000344
4				
5	8	07/03/19	Opinion in Appeal No. 74575 U.S. Bank, National Association ND v. Resources Group, LLC	APP001794-APP001802
6				
7	8	03/31/21	Opposition to Defendant Resource Group LLC's Motion to Compel	APP001906-APP001917
8				
9	4/5	01/17/17	Opposition to Motion for Summary Judgment	APP000776-APP001045
10	2	06/02/16	Opposition to Plaintiff's Motion for Summary Judgment and Resources Group, LLC's Countermotion for Summary Judgment	APP000235-APP000310
11				
12	12	06/08/22	Order Granting U.S. Bank National Association N.D.'s Motion for Summary Judgment	APP002674-APP002681
13				
14	8	05/14/21	Order on Discovery Commissioner's Report and Recommendations	APP001922-APP001930
15				
16	1	01/20/15	Order Lifting Stay	APP000085-APP000087
17	2	12/02/16	Order on Plaintiff's Motion to Amend Their Answer to the Counterclaim	APP000373-APP000374
18				
19	11	04/06/22	Order Rescheduling Date for Pre-Trial/Calendar Call	APP002572-APP002573
20	2	08/01/16	Plaintiff's Motion to Amend Their Answer to the Counterclaim	APP000345-APP000358
21	6	09/13/17	Plaintiff's Pre-Trial Memorandum	APP001316-APP001334
22				
23	6	09/02/17	Pre-Trial Disclosures of Defendant and Counter-claimant Resources Group, LLC	APP001313-APP001315
24				
25	6	09/24/17	Pre-Trial Memorandum of Defendant and Counterclaimant Resources Group, LLC; Objections to the Pre Trial Memorandum of Plaintiff	APP001335-APP001339
26				
27	12	12/20/22	Recorder's Transcript of Hearing (April 21, 2022)	APP002639-APP002673
28	2	11/17/16	Re-Notice of Deposition	APP000372

1	2	06/13/16	Reply in Support of Resources Group, LLC's Countermotion for Summary Judgment	APP000330-APP000338
2				
3	6	01/31/17	Reply in Support of US Bank's Motion for Summary Judgment	APP001285-APP001299
4	6/7	01/16/18	Reporter's Transcript of Bench Trial (October 2, 2017)	APP001374-APP001614
5				
6	7/8	01/16/18	Reporter's Transcript of Bench Trial (October 3, 2017)	APP001615-APP001765
7				
8	5/6	01/19/17	Resources Group, LLC's Opposition to U.S. Bank's Motion for Summary Judgment	APP001046-APP001262
9				
10	11	03/31/22	Resource Group, LLC's Opposition to U.S. Bank's Motion for Summary Judgment	APP002494-APP002571
11	12	04/15/22	Resource Group, LLC's Re-Filed Exhibits	APP002600-APP002638
12	6	01/31/17	Resources Group, LLC's Reply in Support of Motion for Summary Judgment	APP001268-APP001284
13				
14	1	12/04/13	Return of Service	APP000051
15	1	12/04/13	Return of Service	APP000052
16	1	05/18/15	Scheduling Order	APP000105-APP000107
17	8	01/13/20	Scheduling Order and Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	APP001803-APP001807
18				
19	8	11/18/20	2 nd Amended Order Setting Civil Non-Jury Trial	APP001831-APP001834
20				
21	1	04/11/13	Second Amendment to Complaint	APP000039-APP000047
22	1	07/14/14	Stipulation and Order	APP000056-APP000057
23	8	11/19/18	Stipulation and Order for Dismissal with Prejudice of Defendant Glenview West Townhomes Association Only	APP001791-APP001793
24				
25	1	11/30/15	Stipulation and Order to Extend Deadlines (First Request)	APP000108-APP000111
26				
27	8	06/29/20	Stipulation and Order to Extend Discovery and Continue Trial Date (First Request)	APP001808-APP001813
28				

1	8	07/02/21	Stipulation and Order to Extend Discovery and Continue Trial Date (Third Request)	APP001931- APP001937
2				
3	2	11/15/16	Stipulation and Order to Extend Discovery Deadlines (Second Request)	APP000362- APP000365
4				
5	2	07/20/16	Stipulation and Order to Reopen Discovery, Vacate Trial, and Extend the 5 Year Rule Pursuant to Nev. R. Civ. Pro 41(e)	APP000340- APP000343
6				
7	12	11/15/22	Stipulation and Order for Rule 54(b) Certification	APP002694- APP002701
8				
9	1	08/20/14	Stipulation and Order for Stay of Proceedings	APP000070- APP000072
10	6	04/03/17	Stipulation and Order to Toll NRCP 41(e)	APP001301- APP001303
11	6	09/28/17	U.S. Bank's Brief in Support of Trial	APP001347- APP001373
12				
13	3/4	01/03/17	U.S. Bank's Motion for Summary Judgment	APP000501- APP000771
14				
15	1	05/16/16	U.S. Bank National Association N.D.'s Motion for Summary Judgment	APP000120- APP000197
16	8/9/10/ 11	03/16/22	U.S. Bank National Association N.D.'s Motion for Summary Judgment	APP001940- APP002493
17				
18	2	06/09/16	U.S. Bank National Association, ND's Reply in Support of Motion for Summary Judgment and Opposition to Resources Group, LLC's Countermotion for Summary Judgment	APP000311- APP000329
19				
20				
21	11/12	04/07/22	U.S. Bank National Association N.D.'s Reply in Support of Motion for Summary Judgment	APP002574- APP002599
22				
23	6	08/31/17	U.S. Bank's Pretrial Disclosures	APP001309- APP001312
24				
25				
26				
27				
28				

01:37:39 1 A. Yes.

2 Q. Okay. What is Alessi & Koenig currently doing
3 right now?

4 A. Alessi & Koenig because of all the litigation
01:37:49 5 with the banks and the investors finally had to throw
6 up the white flag and file Chapter 7 in December of
7 2016.

8 Q. Okay. Are you familiar today with the
9 property known as 4254 Rolling Stone Drive, Las Vegas,
01:38:03 10 Nevada, 89103.

11 A. Yes.

12 Q. Okay. How are you familiar with that
13 property, sir?

14 A. My understanding is that it is the subject
01:38:11 15 property of this litigation.

16 Q. Okay. And are you familiar with that property
17 outside of just being the subject of this litigation?

18 A. No.

19 Q. Did Alessi & Koenig perform any collection
01:38:25 20 services on behalf of --

21 A. My understanding is that we did. I don't have
22 a specific recollection of this file. I did speak
23 with, as I often do prior to testifying or depositions,
24 our paralegal Johnna Lepona, L-E-P-O-N-A, on my way to
01:38:41 25 the hearing today. And she briefed me on the

01:38:44 1 particulars of the foreclosure.

2 Q. Okay. Can you take a look at Exhibit 7 in

3 your binder.

4 A. Okay.

01:39:04 5 Q. Now, my Exhibit 7 runs as USB0026 through

6 USB00 -- or USB0175. Does yours as well?

7 A. Yes.

8 Q. Okay. And it appears on the front page of

9 Exhibit 7 that there's an affidavit of David Alessi as

01:39:29 10 custodian of records for Alessi & Koenig LLC. Do you

11 see what I'm talking about, sir?

12 A. Yes.

13 Q. Okay. On USB0028 there is, it looks like, a

14 signature, and then your name David Alessi, Esquire?

01:39:46 15 A. Correct.

16 Q. Is that your signature there, sir?

17 A. Yes.

18 Q. So you testified as a custodian of records

19 through this affidavit of custodian of records that

01:39:52 20 these documents contained at USB02 -- 0026 through 0175

21 were the true and correct collection file that Alessi &

22 Koenig had on the property that brings us here today?

23 A. Yes, sir.

24 Q. Okay. And did you review these documents

01:40:11 25 previously?

01:40:11 1 A. I'm sure I reviewed them back in November of
2 2015. I don't have a specific recollection of
3 reviewing them.

4 Q. Okay. Let me take a look. But Alessi &
01:40:23 5 Koenig did conduct the foreclosure sale on this
6 property?

7 A. That's my understanding, yes.

8 Q. And you have no reason to believe that Alessi
9 & Koenig did not conduct a foreclosure sale on this
01:40:31 10 property?

11 A. Correct.

12 Q. Okay. Let's go over to USB0034.

13 MR. BECKOM: Oh, and, I guess, as to the Court
14 to the extent, I believe we already stipulated to this,
01:40:44 15 but I would like to move -- we already entered.

16 THE COURT CLERK: Exhibit 7.

17 MR. BECKOM: All right. They're already in.

18 MS. BAKER: Why not.

19 THE WITNESS: Okay. I'm at 0034.

01:40:53 20 BY MR. BECKOM:

21 Q. Okay. Was this document contained in the
22 Alessi & Koenig's collection file for the property that
23 brings us here today?

24 A. I believe so. There's a AK, Bates No. 000003.

01:41:06 25 Q. Okay.

01:41:07 1 A. And this is a real property parcel record.
2 And it would be standard practice for us to pull this
3 document.

4 Q. Why would it be standard practice for you to
01:41:18 5 pull that document?

6 A. We pull the real property parcel record to
7 obtain information on the property.

8 Q. Okay. What kind of information would you be
9 obtaining through USB0034 and USB0035?

01:41:34 10 A. We would be obtaining the owner's legal name,
11 the property address as well as the off-site mailing
12 address if there are any. We would also obtain the
13 legal description.

14 Q. Understood. Anything else you would get from
01:41:54 15 this document?

16 A. Um, that's about it.

17 Q. On USB0035, the very top where it says total
18 taxable value. Do you see what I'm talking about?

19 A. It's a little bit blurry, but I know what
01:42:19 20 you're talking about.

21 Q. Okay. Do you see up in the far -- and it's
22 kind of cut off between two different pages back at
23 USB0034. The top of that says 2010 to 2011. And then
24 that column seems to go down on to the next page. But
01:42:35 25 do you see at the bottom of that page where it says

01:42:38 1 total taxable value \$62,943?

2 A. Yes.

3 Q. Was Alessi & Koenig, are you aware at the time
4 this document was pulled which looks like to be around

01:42:51 5 2011 that this property which brings us here today was
6 worth \$62,943 for tax purposes?

7 A. I don't know.

8 Q. You don't know?

9 A. I don't know if we would have been aware of

01:43:08 10 that.

11 Q. Okay. Any reason why you would not know?

12 A. I don't know if the legal assistant or the
13 member of the firm who was handling this foreclosure
14 looked at that date of sale on this document at that
01:43:21 15 time.

16 Q. Do you know who the member of Alessi & Koenig
17 was that was handling this foreclosure at that time?

18 A. Not off the top of my head.

19 Q. Okay. And also in the first column where it

01:43:35 20 says \$84,557 for taxable years 2009 through 2010, you
21 might end up giving the exact same answer here. But
22 was it Alessi Koenig's understanding that this property
23 was \$84,557 for those taxable years according to the
24 assessor?

01:43:58 25 A. When you say -- and you've deposed me before,

01:44:00 1 so I know we've been through this particular area.
2 When you say the property was worth a certain amount of
3 money, as I've testified many times before, my
4 understanding of the value of a property differs based
01:44:13 5 upon whether or not that property is purchased with
6 good title through an escrow or whether or not that
7 property is purchased at a foreclosure sale where you
8 basically are purchasing a lawsuit.

9 So when you say what the property is worth
01:44:28 10 that could mean two different things to me.

11 MR. BECKOM: Your Honor, I'd like to move to
12 strike that testimony as impermissible expert
13 testimony.

14 THE COURT: Counsel.

01:44:37 15 MR. VILKIN: I don't think it's expert
16 testimony. It's just -- it's personal knowledge.

17 THE COURT: I don't know, what does the term
18 impermissible expert testimony mean?

19 MR. BECKOM: He's speculating as to the value
01:44:46 20 of the property. My understanding of Nevada law is
21 that the owner of the property can testify as to the
22 value of the property. Or the owner can testify --

23 THE COURT: Didn't you ask him about value?

24 MR. BECKOM: All right. Fair enough. I
01:44:57 25 withdraw. I withdraw the --

01:45:02 1 THE COURT: Right? I mean, okay.

2 BY MR. BECKOM:

3 Q. Let me go back and come at this a different
4 way then. So go ahead and repeat -- go ahead and
01:45:13 5 restate your testimony as far as the value of the
6 property, at least your understanding of it.

7 A. Well, just that if an -- if a property is
8 purchased through an escrow, the normal means of ...
9 purchasing a property, the buyer obtains clear title.
01:45:32 10 And the value of that property for that reason and
11 others is worth more, in my opinion, than a property
12 that is purchased, for instance, an HOA foreclosure
13 sale, especially in Nevada between 2012 and 2015, where
14 you're not obtaining clear title.

01:45:55 15 You're inheriting what seems to be never
16 ending lawsuits. And so, obviously, the analysis or
17 the calculus in determining the value of that
18 particular property at that particular purchase would
19 be different than were one to purchase a property
01:46:11 20 through an escrow where they would get clear title.

21 Q. Okay. So this was Alessi & Koenig's -- was
22 this Alessi & Koenig's specific position in 2011?

23 A. We didn't have a position in 2011. Alessi &
24 Koenig still doesn't have a position. I'm just
01:46:28 25 testifying to what I feel is common sense. It's not a

01:46:33 1 position of Alessi & Koenig necessarily. We made no
2 representations to anybody as to values of property.
3 We weren't overly interested in values of property.

4 Our main focus, as you know from deposing me
01:46:49 5 prior, is to make sure that we do our job correctly on
6 behalf of our client. We didn't engage in a lot of
7 speculation.

8 Q. Understood. But you did mention, you know, I
9 guess, rather despondently never ending lawsuits;
01:47:02 10 correct?

11 A. Correct.

12 Q. Okay. Were you aware of these never ending
13 lawsuits in 2011 when this document was pulled?

14 A. No.

01:47:13 15 Q. Okay. Any reason why not?

16 A. They hadn't started yet.

17 Q. They hadn't started yet. Did you expect in
18 2011 that there would be never ending lawsuits as a
19 result of your sales?

01:47:27 20 A. I don't think anybody expected all of this. I
21 don't think anybody predicted it. Like I said, we were
22 focused on doing our job, and we didn't engage in a lot
23 of speculating or speculation.

24 Q. So you did not expect -- so you expected these
01:47:49 25 properties to be sold free and clear?

01:47:51 1 A. No. I did not say that. We didn't have a
2 position on that. To expect for the property to be
3 sold free and clear would have required speculation.
4 And as I testified moments ago, we did not engage in
01:48:03 5 speculation.

6 Q. Understood. Can I get you to go over to
7 USB0089.

8 A. Yes.

9 Q. Have you seen this document before,
01:48:23 10 Mr. Alessi?

11 A. I don't have a specific recollection of having
12 seen this document before. I have certainly seen
13 documents like this before.

14 Q. Okay. I want to direct you down to bottom
01:48:38 15 here where it says, signature of authorized agent for
16 Glenview West Townhomes Association. Do you see what
17 I'm talking about?

18 A. Yes.

19 Q. And then it was signed by a Mr. Ryan Kerbow.
01:48:52 20 Do you see what I'm talking about?

21 A. Correct, yes.

22 Q. Who is Mr. Kerbow?

23 A. Ryan Kerbow is a California and Nevada
24 attorney. He no longer works for the firm. I cannot
01:49:03 25 remember the name of the firm that he currently works

01:49:05 1 for. But I do keep in touch with Ryan periodically.

2 Q. Okay.

3 A. He was a lawyer that worked for Alessi &
4 Koenig.

01:49:14 5 Q. Why would he be signing this document on
6 behalf of the Glenview West Townhomes Association?

7 A. I would be speculating. You would have to ask
8 him. Our policy, though, was that we signed the deeds
9 of trust -- I mean the trustee's deed upon sale as
01:49:32 10 agent for the association.

11 Q. But was Mr. Kerbow the attorney, the Nevada
12 attorney, that was responsible for processing this
13 foreclosure on behalf of Glenview West?

14 A. I wouldn't say that. We had, and I don't know
01:49:49 15 which attorneys, Nevada attorneys worked for the firm
16 at this time. Certainly Robert Koenig was a long
17 time -- was a partner in the firm. I know Ryan was an
18 employee of the firm. I don't know if there were any
19 other Nevada attorneys at the firm, who they were, or
01:50:02 20 what role they had in this foreclosure.

21 Q. But if Mr. Kerbow's signature is on this
22 trustee deed upon sale at USB0089, he would have had,
23 at least, some hand in the sale of this property,
24 correct?

01:50:16 25 A. Well, yes. He signed the trustee's deed upon

01:50:18 1 sale.

2 Q. Okay. Do you remember Mr. Kerbow's other
3 duties at Alessi & Koenig?

4 A. He provided general counsel services to
01:50:27 5 associations. And, I believe, at this time under the
6 rules of the multiple jurisdictional law firm, he was
7 our resident Nevada agent or resident Nevada attorney.

8 Q. Did he engage in any active litigation? Did
9 he represent any clients in active litigation as part
01:50:44 10 of an -- as part of your practice?

11 A. Did this -- his particular client or any
12 clients?

13 Q. Mr. Kerbow, did he represent anyone in regards
14 to civil litigation in this jurisdiction, that being
01:50:56 15 Nevada?

16 A. I don't know if Alessi & Koenig performed any
17 civil litigation or general counsel services for
18 Glenview West Townhomes Association.

19 Q. But does he perform any civil litigation at
01:51:10 20 all?

21 A. Does he or did he?

22 Q. Did he?

23 A. We -- 2012, we did not do a lot of civil
24 litigation. I don't know if he was performing any at
01:51:27 25 this time. It's possible he may have been formed --

01:51:31 1 may have been. It's also possible that he may not have
2 been.

3 Q. Has Mr. Kerbow ever represented anyone while
4 an attorney at Alessi & Koenig in quiet title
01:51:43 5 litigation relating to homeowners association
6 foreclosure services?

7 A. Representing?

8 Q. A purchaser post sale?

9 A. I don't know if Ryan Kerbow has represented a
01:51:54 10 purchaser post sale. Our office has represented
11 purchasers post sale. I don't know if Ryan has.

12 Q. Did they represent any purchasers in 2010?

13 A. I doubt, no.

14 Q. Did they represent any purchasers in 2011?

01:52:07 15 A. I doubt it. Really, the HOA sales didn't
16 start happening until 2012.

17 Q. Okay. Did Mr. Kerbow or Alessi & Koenig ever
18 represent Mr. Haddad in any kind of quiet title -- and
19 Mr. Iyad Eddie Haddad in any kind of quiet title

01:52:28 20 litigation?

21 A. I'm not sure. I believe that there was some
22 relationship with Mr. Haddad for a brief period of
23 time. I'm not sure. You know, I'm a California
24 attorney. I wasn't involved in the Nevada caseload

01:52:44 25 extensively.

01:52:44 1 I do seem to recall that there may have been
2 some issue that Mr. Haddad had retained our firm for,
3 but I don't remember exactly what it was. It would not
4 be unusual for an investor to look to Alessi & Koenig
01:53:03 5 for its expertise post sale, so wouldn't surprise me.
6 But I just can't give you many specifics on that.

7 Q. But generally, though, you would provide post
8 sale services to investors, correct?

9 A. Not generally. It would be anomaly, but we
01:53:20 10 have before.

11 Q. And had you done that in -- but you can't
12 quite recall whether you did that in 2011 or 2012?

13 A. It would surprise me if in 2011 there was any
14 of that -- any need for that service. In 2012 I'm not
01:53:38 15 so sure.

16 Q. Okay. So did at any point in time did Alessi
17 & Koenig have an attorney-client relationship with Iyad
18 Eddie Haddad?

19 A. Again, I'm not sure. I wasn't involved in any
01:53:54 20 litigation wherein Alessi & Koenig represented
21 Mr. Haddad. But again, I'll just repeat, I believe,
22 there may have been a matter that we represented
23 Mr. Haddad on for short period of time. I'm just not
24 exactly sure of the specifics.

01:54:09 25 Q. Do you remember generally what you represented

01:54:11 1 him on?

2 A. No.

3 Q. Do you remember if it was involving quiet
4 title litigation?

01:54:16 5 A. No.

6 Q. Okay. Let's go ahead and go over to USB0047.

7 A. So 0047 looks to be an unrecorded notice of
8 delinquent assessment lien. Unsigned.

9 Q. Okay. Why would this unrecorded notice of
01:54:59 10 delinquent assessment lien be in your collection file?

11 A. So back in 2006, 2007, our entire office went
12 paperless. So we have just an electronic filing system
13 and filing program. And when a document -- you see
14 these bold areas of the document, those bolded areas
01:55:22 15 are date of sales from the program that get mail merged
16 into the document. Those data sales are always in the
17 program regardless of document.

18 When a notice of delinquent assessment lien is
19 printed to be mailed and notarized and recorded, a copy
01:55:38 20 of that notice of delinquent assessment lien is
21 actually saved prior to it being signed or recorded
22 into the letters and notices tab of our program.

23 Q. Okay. Let's go back one page to USB0046.

24 A. Okay. So that is a copy of the cover letter
01:55:56 25 that would have accompanied the lien on 0047 or some

01:56:04 1 other delinquent assessment lien.

2 Q. Okay. So this would be the letter. And this
3 letter, 0046, would accompany 0047 during the
4 collection process. You would send that out to
01:56:19 5 individuals?

6 A. I don't know. Yes. Except that I would say,
7 you know, I can't testify as to whether or not 0047 was
8 the enclosure with the cover letter or if a signed and
9 notarized version of 0047 was the enclosure with the
01:56:35 10 cover letter.

11 I can just testify that a notice of delinquent
12 assessment lien similar to the one or exactly like the
13 one on 0047 would have been enclosed with the cover
14 letter on 0046.

01:56:52 15 Q. Okay. I'm looking at the bottom of 0046. The
16 documents that were provided by Alessi & Koenig which
17 you testified to the authenticity to pursuant to the
18 earlier affidavit we discussed. There is a, looks like
19 a certified mail receipt at the bottom of the cover
01:57:11 20 letter that you previously reference at 0046?

21 A. Yes.

22 Q. Okay. Looks like it go -- we can agree that
23 it goes out to the Edwards, George R Trust at 4254
24 Rolling Stone Drive, correct?

01:57:22 25 A. Yes.

01:57:23 1 Q. Did you send this notice of lien to anyone
2 else at all?

3 A. Did we send the notice of delinquent
4 assessment lien to the delinquent owner? If you're
01:57:34 5 asking if we sent it to the bank, no, we did not.
6 If the delinquent owner had a off-site
7 address, we would have sent it to that address as well.

8 Q. Understood. But you would not send the notice
9 of delinquent assessment lien to any form of deed of
01:57:49 10 trust holder on the property pursuant to the policies
11 and procedures of Alessi & Koenig at this time?

12 A. Correct.

13 Q. Okay. And so we can agree that then -- you
14 have no reason to believe that US Bank ever received
01:58:03 15 this notice of lien?

16 A. I can't testify to that. They wouldn't have
17 received it from us mailing it to them.

18 Q. Okay. Let's go on to USB0049.

19 A. There is the title report from First American
01:58:22 20 Title?

21 Q. You've seen this document before, sir?

22 A. I do not have a specific recollection of
23 seeing this document, but I have certainly seen this
24 form of document before.

01:58:33 25 Q. Okay. And why would this title report for

01:58:37 1 First American Title be in the collection file?

2 A. We use this document to help us ascertain the
3 parties in interest, the parties with a recorded
4 interest on the property that we are foreclosing on.

01:58:52 5 Q. Okay. And this would assist you in mailing
6 out the appropriate notices to all the lienholders and
7 everyone the title denoted?

8 A. Correct.

9 Q. Okay. Let's go over to US -- and that would
01:59:05 10 be the title report we're referring to, I guess, we're
11 both talking about, goes to USB0049 to USB0053; is that
12 your understanding, Mr. Alessi?

13 MR. VILKIN: Objection, misstates the
14 evidence.

01:59:19 15 THE COURT: I'll sustain. Rephrase.

16 BY MR. BECKOM:

17 Q. Can you identify for me where this title
18 report begins and ends?

19 A. The title report begins on USB0049 and ends on
01:59:35 20 USB0053.

21 Q. Okay. And, I guess, you would rely on this
22 document for the parties to -- you would rely on this
23 document to determine which parties to mail foreclosure
24 notices to, correct?

01:59:51 25 A. This is -- this would be part of the body of

01:59:56 1 documents that we would rely on.

2 Q. Okay. Go over to USB0051.

3 A. Yes.

4 Q. What is your understanding of this page right
02:00:13 5 here, sir?

6 A. This page, subsection D, shows the following
7 deeds of trusts affecting the land. And then it gives
8 you a list. It shows a deed of trust dated March 25,
9 2009.

02:00:34 10 Q. Okay.

11 A. And you have one March 20 -- yeah. And
12 there's also a claim of lien from Republic Services.

13 Q. Okay.

14 A. And then it also shows -- well, then on
02:00:46 15 subsection 5 it shows the notice of delinquent
16 assessment lien recorded by Glenview West.

17 Q. And, I guess, and you can correct me if I'm
18 wrong here, but you previously testified that you would
19 rely on this title report to mail the notices out;
02:01:01 20 correct?

21 A. My testimony was that this would be part of
22 the documents that we would rely on.

23 Q. Okay. We can both agree that the trustee
24 listed on this title report is US Bank Trust Company;
02:01:10 25 correct?

02:01:11 1

A. Yes.

2

Q. And we can also both agree that the

3

beneficiary on this title report is US Bank National

4

Association, ND; correct?

02:01:20 5

A. Yes.

6

Q. Would Alessi & Koenig typically mail -- as

7

part of your procedures, would you typically mail

8

documents to those two entities based on this title

9

report?

02:01:29 10

A. It depends. It depends if there were any

11

assignments. And that's why I say this is part of what

12

we rely on. If there was an assignment on the deed of

13

trust, that would be relevant.

14

Q. Would you rely on this document to mail out

02:01:49 15

the notice of default on the homeowners association

16

lien?

17

A. Again, this would be part of what we rely on

18

to mail out the notice of default.

19

Q. Okay. What would be the other part you would

02:02:02 20

rely on?

21

A. We do in-house research. Clark County has

22

always had great online information available vis-à-vis

23

the assessor's page and the recorders' page, where we

24

can find assignments or judgments that the title plant

02:02:21 25

might have missed.

02:02:21 1 Q. Okay. But you would just use the Clark County
2 Assessor's website to supplement this title report?

3 A. Correct.

4 Q. Okay. And you would make sure that whoever
02:02:31 5 was listed on the title report got the appropriate
6 mailings as part of the policies and procedures?

7 A. Usually. I can imagine a situation where
8 whoever is listed on the title report would be a former
9 holder of a deed of trust, and the title report did not
02:02:50 10 show an assignment. You know, the tens of thousands of
11 foreclosures that we did, I'm sure that's happened.

12 Q. Okay.

13 A. But you're correct. In large part, the title
14 report forms the foundation of what we rely upon to
02:03:05 15 mail the notice of default.

16 Q. And would you think in your, I guess, based on
17 your policies and procedures it would not follow Alessi
18 & Koenig's policies and procedures to mail this to
19 anyone other than these two entities, US Bank Trust or
02:03:19 20 US Bank National Association unless there was some form
21 of assignment, correct?

22 A. Well, every file is different. And I would
23 like -- you know, I would feel more comfortable going
24 through the file before I answer that question.

02:03:29 25 Q. Not that --

02:03:29 1 A. Because every file is different. I know that
2 the mailing department would engage in their own
3 analysis. So, again, this is part of it, but I don't
4 want to commit to this being everything.

02:03:40 5 Q. Okay. Go over to USB0075.

6 A. Yes.

7 Q. Do you know what this document is that we're
8 looking at, sir?

9 A. There is -- it's a certified mail receipt
02:04:24 10 showing that a document was mailed to Edward George
11 Trust. It also lists some other entities on it.

12 Q. What --

13 A. This looks to be a document that came from our
14 program.

02:04:42 15 Q. Do you know what the purpose of this list of
16 addresses up here would be?

17 A. The list of these addresses -- I don't know --
18 I don't have a doc -- the list of these entities at the
19 top of the document would be the entities that the
02:05:15 20 notice of default -- looks to be the entities, just
21 leafing through this, that the notice of default was
22 mailed to.

23 Q. And how are you -- how are you drawing that
24 conclusion, sir?

02:05:29 25 A. By the order that the paper is in the file.

02:05:33 1 Q. Which -- do you see the numbers in the bottom
2 right-hand corner, the Bates No.?

3 A. Yes.

4 Q. Can you just identify for me, and also the
02:05:43 5 Court, which Bates range you're relying on to, I guess,
6 draw the conclusion that these were the mailing
7 addresses for the notice of default which Alessi &
8 Koenig sent?

9 A. I am looking at Bates -- I'm going to use the
02:06:02 10 AK Bates 44 through AK48.

11 Q. 48?

12 A. Yes.

13 Q. Okay. So is it your understanding that if an
14 entity is not listed on USB0075 and as you just
02:06:17 15 referred it to A&K44, then Alessi & Koenig did not mail
16 notice to anyone that was not on this list?

17 A. I mean, there's a lot of papers in this file.
18 I mean, I would have to -- I wouldn't be able to tell
19 you that off -- yet in the testimony.

02:06:37 20 Q. Well, I'll tell you what. We've previously
21 talked about that title report where we discussed US
22 Bank National Association, ND as being listed on that
23 title report. Do you recall that, sir?

24 A. Yes.

02:06:52 25 Q. Okay. And then I think you also just

02:06:55 1 testified that this list right here at USB0075 is the
2 list of people that received the notice of default.
3 Can we agree on that as well?

4 A. Bear with me if you don't mind. I'm trying to
02:07:14 5 locate a status report. I see one on AK70 or USB101.
6 But it looks to be an incomplete status report. And
7 the -- if I -- if I could -- if you could direct me to
8 a complete status report which is off the -- which is a
9 part of our document production that would be helpful
02:07:33 10 to me.

11 Q. Well, I'll tell you what, why don't you take a
12 moment, sir, since you were the custodian of records
13 for Alessi & Koenig on this collection file that we've
14 discussed.

02:07:49 15 A. Yes.

16 Q. Correct. Would you like to take a moment and
17 see if you can find some document that indicates that
18 Alessi & Koenig sent US Bank National Association the
19 notice of default for this foreclosure for the property
02:08:03 20 that brings us here today.

21 A. So I'm looking at AK01. And you can see
22 there's an entry 4-5-2011, 10-day notice of default
23 mailings.

24 Q. Where -- you are looking at USB0032?

02:08:34 25 A. Yeah.

02:08:35 1 Q. AK0001?
2 A. And 0033.
3 Q. What date did you refer to, sir?
4 A. I'm looking at the entry 4-5-2011, 4-12-2011.
02:08:53 5 Those appear to relate to the mailing shown on AK
6 USB75.
7 Q. And does that indicate to you at all that
8 US -- that Alessi & Koenig sent the notice of default
9 to US Bank National Association, sir?
02:09:17 10 A. It does not.
11 Q. Okay.
12 A. It indicates US Recordings as, but I do not
13 see US Bank.
14 Q. Okay. And you have no -- you don't have any
02:09:34 15 information -- because I believe you testified earlier
16 that it was the policies and procedures of Alessi &
17 Koenig to mail it out -- mail out the notice of default
18 to the entities contained in the title report, correct?
19 A. Against who?
02:09:47 20 Q. We talked about that title report earlier from
21 First American Title, do you recall?
22 A. Yeah. Yeah.
23 Q. Okay.
24 A. That was one -- that is one of the sources.
02:09:55 25 So it's possible that there's an assignment not shown

02:09:58 1 on the report. That's why I'm looking for the actual
2 relevant operative deed of trust at that time so that I
3 can help you better.

4 Q. No. Take -- no. Take your time.

02:10:39 5 A. Okay. So if you look on AK26, it looks as
6 though we mailed the notice of default to the entity on
7 the left corner of the document US Recordings, 2925
8 Country Drive.

9 And then turning back to the mailings, I
02:11:06 10 believe, yes, that was one of the entities. So that's
11 where that address came from. The deed of trust shown
12 on USB57, my testimony is that the NOD was mailed to US
13 Recordings at 2925 Country Drive in St. Paul,
14 Minnesota, as reflected on the deed of trust on USB57.

02:11:43 15 Q. Okay. But that is not -- but we can agree --
16 let me go back and find it. That is not the entity
17 that we discussed earlier on that title report;
18 correct?

19 A. Correct.

02:11:51 20 Q. Okay. Is there any reason why you would have
21 an entity pop up on a title report and then you would
22 mail it to a different entity?

23 A. I can speculate as to the reason. I -- but I
24 don't have any direct knowledge of why.

02:12:14 25 Q. Does this procedure comply with the policies

02:12:18 1 and procedures of Alessi & Koenig to process
2 nonjudicial HOA foreclosure as they stood in 2011?

3 A. Without knowing more information about the
4 file, I cannot tell you.

02:12:29 5 Q. Okay. Do you know who would have made the
6 determination to mail the notice of default to US
7 Recordings versus US Bank?

8 A. I mean, your -- you're asking me to go back
9 several years. I don't.

02:12:55 10 Q. Okay. Looking at USB0077. Would it have
11 been -- take a minute. I know giving trial testimony
12 isn't exactly the way I like to spend my Mondays, so
13 take your time.

14 A. What was the question?

02:13:19 15 Q. USB0077. Let me know when you get there.

16 A. Yes, that is a copy of -- a recorded copy of
17 the notice of default recorded March 29, 2011.

18 Q. Okay. Who is Mary Indalecio?

19 A. She was a former employee of Alessi & Koenig.

02:13:54 20 Q. Would it have be Ms. Indalecio who would have
21 made the professional determination to mail it the US
22 Recordings as opposed to US Bank?

23 A. I don't know.

24 Q. Okay. Your system doesn't happen to
02:14:07 25 automatically populate with mailing addresses that you

02:14:10 1 get from title report; does it?

2 A. No.

3 Q. Okay. How do the mailing -- I believe you
4 said that USB0075 was a print-off from your computer

02:14:21 5 system; correct?

6 A. Yes.

7 Q. How do those addresses get in there?

8 A. Those addresses are manually entered. So what
9 may have happened is the -- whoever was working on this

02:14:34 10 file would have taken the instrument number, the book
11 number of this deed of trust and then pulled the deed
12 of trust that you see in the file. And then they made
13 a determination from that document to mail to the
14 entity they mailed to.

02:14:50 15 Q. Okay. Let's go ahead and go over to USB0081.

16 A. Yes.

17 Q. Now, what is this that we're looking at, sir?

18 A. This is the same type of document that we
19 previously looked at. However, as you can see, there

02:15:33 20 were additional addresses entered into those data
21 fields including the Ombudsman's Office. This would be
22 the entities that we, Alessi & Koenig, mailed the
23 notice of trustee sale to.

24 Q. Okay.

02:15:47 25 A. And if you see the handwritten 24230, that

02:15:51 1 should match the trustee sale number on the recorded
2 document.

3 Q. Understood. Now, question. There's a lot
4 more addresses on USB0081 than there are on USB -- I
02:16:06 5 think it was 0075. Do you know why?

6 A. No.

7 Q. Okay. We can agree, though, that it's still
8 being sent to US Recordings, correct?

9 A. Yes.

02:16:18 10 Q. And then also on the notice of sale it looks
11 like Alessi & Koenig now add in US Bank National
12 Association and US Bank Trust Company, correct?

13 A. US Bank National Association, correct. I
14 don't see -- oh, yes. And US Bank Trust Company.

02:16:43 15 Correct.

16 Q. Okay. Is there any reason why you guys would
17 have included by, I'm sorry, "you guys" I mean Alessi &
18 Koenig. Why you would have included US Bank National
19 Association and US Bank Trust Company on the notice of
02:16:56 20 sale but not on the notice of default?

21 A. I don't know. Without looking at the file
22 further I don't know.

23 Q. Okay.

24 A. I would note that the notice of default was --
02:17:15 25 well, strike that.

02:17:23 1 Q. What were you going to say about the notice of
2 default, sir?

3 A. I was just looking at the dates, but it
4 wasn't -- it wasn't anything.

02:17:30 5 Q. So is there any reason -- so, again. Is there
6 any reason why you would send US Bank National
7 Association the notice of trustee sale but not the
8 notice of default?

9 A. Without looking at the file further, I cannot
02:17:43 10 give you an answer. I don't know why.

11 Q. Okay. But it is US -- it is Alessi & Koenig,
12 or it was Alessi & Koenig's policies and procedures as
13 of 2011 to send the deed of trust holder both the
14 notice of default as well as the notice of sale?

02:17:59 15 A. Well, I mean, when you say deed of trust
16 holder, that could mean a lot of different things to
17 me. It could mean any one of those three entities.
18 They're all on the deed of trust as entities that
19 possibly -- I mean, I will leave that to the Court --
02:18:20 20 are authorized to accept mailing on behalf of the deed
21 of trust. So there may be more than one entity
22 beneficiary, servicer ...

23 Q. I guess I'll just rephrase that question then.
24 Was it Alessi & Koenig's policies and procedures in
02:18:40 25 2011 to mail the notice of default to the deed of trust

02:18:44 1 holder?

2 A. The servicer of the deed of trust holder, the
3 beneficiary, are you talking about the beneficiary?

4 Q. Any party listed on the deed of trust.

02:18:54 5 A. We -- our policy was to mail to at least one
6 of those parties.

7 Q. One of them?

02:19:04 8 A. At least one of the parties, or the agent, or
9 the beneficiary, the servicer of the deed of trust --
10 of the deed of trust that the NOD.

11 Q. Okay. But we can -- we can -- can we agree
12 that, I guess, once again, US Bank National Association
13 did not the receive the notice of default?

14 A. I would not testify to that.

02:19:20 15 Q. Any reason why?

16 A. Well, we mailed the notice of default to US
17 Recordings. And if you -- if I recall the deed -- they
18 were on the deed of trust as an agent of the
19 beneficiary. So in that way we did mail the deed --
02:19:47 20 the NOD to the holder of the deed of trust.

21 Q. Okay. So it's your testimony then that
22 mailings to US Recordings in your -- according to at
23 least based on your review of this record Alessi &
24 Koenig would have been of the opinion that mailing to
02:20:03 25 US Recordings would have been mailing to US Bank?

02:20:06 1 A. I would leave that to the Court.

2 Q. But would that be sufficient for Alessi &
3 Koenig's purposes?

4 A. Again, without looking further at the file and
02:20:15 5 looking -- you know, again, I'm -- I wouldn't speculate
6 on that, that that's who that we mailed it to. Whether
7 or not that constitutes adequate mailing, I will leave
8 to the Court.

9 Q. Okay. Let's go to USB0084.

02:20:42 10 A. So 0084 is a copy of the notice of trustee
11 sale, again, signed by Ryan Kerbow on behalf of
12 Glenview West Townhomes.

13 Q. We can still agree that Mr. -- I guess,
14 Mr. Kerbow was involved in the foreclosure process of
02:20:59 15 this property, correct?

16 A. Yes. By this time in the process, when we're
17 getting ready to set a property for sale, there's a
18 three review process that happens. The legal assistant
19 that handled the property up until this time, and then
02:21:18 20 at one time it was a fella name Bronco who was replaced
21 by a fella named George. Those individuals constituted
22 our trustee sale department. And they would review the
23 file. And then we would have a licensed Nevada
24 attorney review the file.

02:21:34 25 Q. And in this case that would have been

02:21:35 1 Mr. Kerbow?

2 A. That's my assumption, yes.

3 Q. Would the foreclosure have gone -- was it

4 Mr. Kerbow who would green light these foreclosures to

02:21:43 5 move forward?

6 A. Or whoever the Nevada attorney reviewing the

7 file was, yes.

8 Q. And in this case --

9 A. That would be --

02:21:49 10 Q. -- his signature on the notice of sale leads

11 you to believe it was Mr. Kerbow?

12 A. Yes.

13 Q. Okay. Taking a look at notice of -- and this

14 is the notice of trustee sale that was sent out

02:22:02 15 pursuant to mailing list earlier; correct, sir?

16 A. Yes.

17 Q. Okay. Do you know is this a form or is this

18 something that's drafted from scratch every time?

19 A. The notice of trustee sale?

02:22:15 20 Q. Yes, sir.

21 A. Again, it's a mail merge document. The bold

22 lettering in capitals are merged from data fields

23 within the program. And that's what creates this

24 document. So the template already exists.

02:22:31 25 Q. Okay. Do you know who initially drafted the

02:22:34 1 template?

2 A. No.

3 Q. Okay. I want you to go down to the very last
4 paragraph of this document, sir.

02:22:51 5 A. Yes.

6 Q. On USB0084. Do you see what I'm talking
7 about, sir?

8 A. Yes.

9 Q. So there's a -- looks like there's a what you
02:23:02 10 consider to be just like your standard language in that
11 paragraph for a foreclosure. This is not one of the
12 merge fields, correct?

13 A. Correct.

14 Q. Okay. Do you see in the second sentence where
02:23:14 15 it says, Said sale will be made without covenant or
16 warranty, expressed or implied, or regarding title,
17 possession, or encumbrances to paying the remaining
18 balance of sum of the note, homeowners assessment, or
19 other obligations served by this lien.

02:23:31 20 Do you see what I'm talking about?

21 A. Yes.

22 Q. Why is that language in there?

23 A. Well, it's boilerplate language as you know.
24 And it speaks for itself. It's there to make that
02:23:45 25 statement.

02:23:45 1 Q. To make that statement?

2 A. Right.

3 Q. With regards to the portion notice of trustee
4 sale it says that there's no covenant or warranty,
02:23:53 5 express or implied, regarding title, possession, or
6 encumbrances. Is your understanding that you were
7 cautioning potential purchasers that there may be a
8 title issue on this property?

9 A. That we are what?

02:24:06 10 Q. Is it your understanding that that language is
11 to caution potential purchasers that there may be an
12 issue with title when they purchase this property?

13 A. I'm not sure that that language is in there to
14 caution potential purchasers. Rather than to -- like I
02:24:27 15 said, it's -- our job is not to caution anyone. So I
16 wouldn't -- I would answer that question, no, that's
17 not the reason that language is in there.

18 Q. Would you then, I guess, clarify for me what
19 the purpose of that language was regarding no warranty
02:24:41 20 with title?

21 A. It's just to make that statement.

22 Q. Just to make that statement?

23 A. Boilerplate language in notices of trustee
24 sales. And so it's in there to make that statement.

02:24:55 25 But we -- the statement speaks for itself. I wouldn't

02:25:00 1 go so far as to say it's in there for any particular
2 purpose to caution the investors. We just didn't think
3 of it that way.

4 Q. Would you ever look at a purchaser and say,
02:25:11 5 Hey, you're going to get title to this house at the
6 conclusion of this HOA sale?

7 A. No.

8 Q. Any reason why?

9 A. Again, we didn't -- our office was very
02:25:20 10 careful not to speculate. And so we didn't engage in
11 those types of conversations.

12 Q. So this language is basically just, you know,
13 buyer beware --

14 (Court Reporter interrupts)

02:25:30 15 A. I'm sorry.

16 Q. Buyer beware you get what you get. You don't
17 throw a fit.

18 A. No. Again, we would -- our job was to just
19 ensure that we performed the nonjudicial foreclosure
02:25:47 20 correctly. What type of title the investor got, we
21 really didn't have a dog in that fight. That was
22 not -- that was not a concern of ours.

23 Q. Okay. You also, I guess, cautioned them about
24 possession. Would you ever have told a HOA purchaser
02:26:02 25 at your HOA foreclosure sale that they would 100

02:26:06 1 percent have possession of this property?

2 A. Again, we did not engage in those types of
3 conversations with investors.

4 Q. Okay. And encumbrances. What is your
02:26:12 5 understanding of that term?

6 A. A deed of trust, a judgment lien, anything
7 that would need to be paid out before the remaining
8 equity of the property would be paid to the seller.

9 Q. Okay. So that was just -- so it's -- can we
02:26:30 10 agree then that that was just cautioning purchasers
11 that, Hey, again, you get what you get. You don't
12 throw a fit. There may be an encumbrance on this
13 property?

14 A. Again, I don't know that this language was
02:26:42 15 necessarily geared toward purchasers or toward the
16 homeowner that was being -- I mean, it's just
17 boilerplate language. And I just -- I would be going
18 too far in my testimony if I said that the language is
19 there -- was there for a reason relating to purchasers
02:26:58 20 to caution them or to -- it was just language that we
21 had put in there.

22 I mean, this is 2011, so I don't know the
23 genesis of this. All I can tell you that this is
24 pretty standard boilerplate notice of trustee sale
02:27:14 25 language.

02:27:17 1 Q. So there's just -- so, I guess, I'm confused.
2 Is there no reason that language is in there at all?

3 A. Well, the language speaks for itself. I can
4 just tell you that we didn't have it in our state of
02:27:27 5 mind we're going to put this language in there to
6 caution purchasers. That wasn't our job.

7 Q. What was the purpose of that language then; do
8 you recall?

9 A. To have the notice of trustee sale comport
02:27:37 10 with what our Nevada attorneys felt was industry
11 standard or required. I don't know how much thought.
12 I wasn't involved in that decision.

13 Q. Okay. Did you ever express to anyone about
14 your sales that they would be, you know, I guess,
02:27:59 15 subject to a mortgage?

16 A. No. Again, we did not engage in that type of
17 representation.

18 Q. Did you ever discuss with anyone that there
19 might be litigation involved over these properties when
02:28:13 20 you sold them?

21 A. I mean, there was litigation but there -- we
22 didn't have those types of conversations. Well, strike
23 that. You said have I ever discussed with anyone?

24 Q. Yeah.

02:28:26 25 A. I'm sure that the attorneys in our office

02:28:28 1 discussed it.

2 Q. Okay. So there was discussions amongst the
3 attorneys in your office regarding the litigation over
4 these properties?

02:28:38 5 A. Well, I mean, this is September 2011. So this
6 file happens to be one of the older files. And so if
7 you're asking me in September of 2011, I don't recall

8 if those types of discussions would have taken place
9 then. Looking at the trustee deed upon sale, I know
02:29:02 10 that the property sold in early 2012. So this is --
11 this is a sort of at the beginning of when the
12 litigation all started.

13 Q. Let's go to USB00897. Again, thank you for
14 coming here and testifying. I know this isn't, like,
02:29:28 15 the funnest way to spend a Monday afternoon.

16 A. 0089?

17 Q. Yes, sir.

18 A. Okay. Okay. That is the trustee's deed upon
19 sale that I just mentioned it's dated or recorded
02:29:39 20 January 31, 2012.

21 Q. Okay. Actually, you know what, I might have
22 one more question. So look, what is this document that
23 we're looking at, sir?

24 A. Well, it's exactly what it says. It's a
02:30:04 25 trustee's deed upon sale. It's a deed that the trustee

02:30:08 1 records on behalf of the HOA in this case, vesting
2 title in the owner in the investor who was the
3 successful bidder at the public auction.

4 Q. Okay. Looks like this trustee's deed -- are
02:30:28 5 you able to tell me how much this property sold for
6 January 25, 2012, based on this document?

7 A. The amount paid by grantee buyer at the
8 trustee sale was \$5,331 per this document.

9 Q. Okay. So going back to USB0080, I just want
02:30:51 10 to compare and contrast these documents for a second.
11 Looks like there was a sentence down here that says the
12 total amount of the unpaid balance and the obligation
13 secured by the property to be sold in a reasonable
14 estimated cost expenses and advances at the time of the
02:31:07 15 initial publication of the notice of sale is \$5,370.

16 Do you see what I'm talking about, sir?

17 A. Yes.

18 Q. Okay. Now, going back to the notice of
19 trustee's deed upon sale, it appears that this property
02:31:22 20 sold for less than the total amount due on the debt.
21 Can we agree on that, sir?

22 A. Yes.

23 Q. Is there any reason why?

24 A. I can't give an answer to that without looking
02:31:41 25 at the file at this time.

02:31:42 1 Q. Okay. Going back to 0075 looks like this sale
2 went -- was held at 4:00 p.m. at 930 South Fourth
3 Street, Las Vegas, Nevada 89101. Do you see what I'm
4 talking about, sir?

02:32:07 5 A. Yes.

6 Q. Is that where Alessi & Koenig was holding
7 their HOA homeowner force sale at this time?

8 A. Yes.

9 Q. Do you recall going down to the specific sale,
02:32:19 10 sir, at that address?

11 A. No. I didn't attend the sales. I didn't
12 attend the sales. I would walk by them when we were
13 having them in our conference room occasionally and
14 peek my head in. But I did not, in general, attend the
02:32:37 15 sales.

16 Q. Okay. You just kind of step in every once in
17 a while? Say hi to everybody?

18 A. Yeah.

19 Q. Okay. So let me ask you this plaintiff
02:32:52 20 Resources -- or defendant as counter-motion Resources
21 Group is here today with, I guess, their
22 representative, Mr. Iyad Eddie Haddad. Are you -- have
23 you met Mr. Haddad before?

24 A. I have met Mr. Haddad.

02:33:06 25 Q. When was the first time you met Mr. Haddad?

02:33:08 1 A. I don't recall.

2 Q. Would you have known him in 2010.

3 A. I don't recall. I've met him at our HOA
4 trustee sales I believe.

02:33:18 5 Q. At your HOA trustee sales?

6 A. I believe, yes.

7 Q. I'm confused. Didn't you say you didn't
8 attend those sales?

9 A. They were at -- at some point they were at our
02:33:27 10 office. And if I was in the office, as you know
11 Mr. Haddad was one of the more active investors in the
12 industry. He attended, I believe, if not all our
13 sales, most of our sales. So I saw -- had occasion to
14 see him around the office at times on the days of the
02:33:45 15 sales. Just as I would any other investor.

16 Q. That's fair. Did you ever shoot the breeze
17 with him? Have -- make small talk? Anybody like that?

18 A. I have no specific recollection. I mean, I
19 would say, Hi, Eddie. How you doing? I don't recall
02:34:00 20 any in-depth conversations with him about anything of
21 substance.

22 Q. Okay. Did you have any in-depth -- short
23 conversations with him of any substance?

24 A. Nothing of substance. Nothing, nothing that I
02:34:13 25 can recall. Mr. Haddad and his entities have no

02:34:18 1 relationship to Alessi & Koenig or myself. We have no
2 interest in his entities, and vice versa.

3 Q. Do you recall ever hearing Mr. Haddad discuss
4 that he was getting these properties free and clear of
02:34:38 5 a mortgage?

6 A. No.

7 Q. Okay. Do you recall having any conversation

8 with Mr. Haddad that he thought these -- that this
9 litigation was going to be subject to a lawsuit?

02:34:51 10 A. I don't recall a conversation like that.

11 Q. Okay. Do you recall Mr. Haddad ever
12 demonstrating general awareness of the contested nature
13 of his title in any way, shape, or form?

14 A. No. I don't recall that.

02:35:08 15 Q. Okay. Do you ever recall any purchaser
16 generally discussing the outcome of lawsuits involving
17 HOA foreclosure properties?

18 A. I recall sometime around the Supreme Court
19 decision in SFR the investors talking about that
02:35:34 20 obviously after the decision came down at one of our
21 subsequent sales. And I have a general recollection of
22 some scuttlebutt about lawsuits winding their way
23 through various districts courts. I don't have any
24 specific recollection of any specific conversations
02:35:55 25 with Mr. Haddad to that effect.

02:35:58 1 Q. What do you mean by -- and just because, like,
2 my vocabulary is about this big because I've got a six
3 year old. What did you mean by scuttlebutt?

4 A. Well, you know, if a case would -- if a
02:36:08 5 holding would emanate from one of the district courts,
6 the investors would talk about it. I remember seemed
7 like a natural thing for them to do at the sales. Hey,
8 did you hear about this ruling that came out of this
9 judge's chamber -- I mean, of the courtroom. I don't
02:36:25 10 recall Mr. Haddad specifically being involved in any of
11 those conversations. I don't recall him not being
12 involved in those conversations.

13 My testimony, though, is that around the
14 office, I think we had our sales every other Wednesdays
02:36:39 15 when the dozen or so investors would come in, and there
16 was a shake up in the courts on a ruling, they would
17 talk about it.

18 Q. And that's just a general habitual thing that
19 investors did?

02:36:55 20 A. I can recall it happening. I don't know
21 habitual. I can recall it happening, I don't want to
22 give you a number, a couple of times.

23 Q. You know, you talk about, I guess, the ruling
24 in SFR. I know everybody knows what we're talking
02:37:13 25 about, but we have to be clear for the record here. I

02:37:15 1 mean, what do you mean the ruling in SFR? What are you
2 talking about?

3 A. Well, where the Supreme Court of Nevada ruled
4 that the nonjudicial foreclosure sale by an HOA, to put
02:37:25 5 it in a nutshell, wiped out the mortgage.

6 Q. Okay. Potentially, there's a lot of stuff
7 going on.

8 A. Right.

9 Q. But all right. But, like, so you talk about
02:37:36 10 that, you know, I think you referred to it as a
11 scuttlebutt. Like, you know, all these scuttlebutts,
12 like, were they going on before that SFR decision came
13 down?

14 A. Like I testified, if a decision came out of a
02:37:49 15 district -- a lower court, they were -- I can recall on
16 a couple of occasions those decisions being discussed,
17 you know, before or after a trustee sale. You know,
18 during this time was sort of beginning of the whole HOA
19 trustee sale phenomenon. You know, but by 2013, 2014,
02:38:15 20 we had a dozen, two dozen people in our conference
21 rooms. And certainly there were discussions about what
22 was happening in the industry among the investors. I
23 can testify to that. I don't -- I didn't engage in
24 that. I purposefully stayed away from all of that for
02:38:32 25 this very reason.

02:38:34 1 Q. Fair enough. But, I mean, like, when they're
2 talking about the scuttlebutts you're talking about,
3 like, you know, just general conversation?

4 A. Talking shop.

02:38:43 5 Q. Talking shop. Like, thank you for giving me a
6 better word to use. When they're talking about shop
7 prior to SFR, are they coming here saying, Hey, I got
8 this property free and clear of a mortgage? Court rule
9 said so?

02:38:55 10 A. No. The investors I don't -- there would be
11 no point in that kind of a conversation. You know, it
12 really doesn't matter what we think or the investor
13 thinks. It matters what the Court thinks. So, again,
14 our job was to conduct a proper sale. And whatever
02:39:12 15 title the investor got or didn't get, that was up for a
16 Court to determine. We were fully aware of that.

17 Q. I know there may not have been a point to it.
18 Was there at any point in time, did you hear these
19 conversations go on where anybody thought, you know,
02:39:24 20 you hear somebody say, Hey, I lost this property
21 because some judge ruled against me. Or, Hey, I got
22 this property free and clear. Would you hear those
23 kinds of conversations?

24 A. I don't want to say never. But I don't have a
02:39:35 25 specific recollection of a conversation like that. If

02:39:37 1 there was a conversation like that, I might have heard
2 it once or twice.

3 Q. Once or twice?

4 A. Yeah.

02:39:42 5 Q. So would it be fair to say that once or twice
6 maybe you heard somebody talk about how they lost a
7 lower court ruling and their property was, you know, up
8 on appeal? Or they lost it? Or something like that?

9 A. I don't have -- I don't have a specific
02:39:55 10 recollection, but if pressed I would say that I was
11 probably heard a conversation like that or two.

12 Q. Okay. And that was just -- while, you know,
13 we're talking, what, the beginning of 2012. A long
14 time ago. You don't remember specifically would have
02:40:12 15 those conversations, but you remember them going on?

16 A. No. I don't remember them going on at the
17 beginning of 2012. In fact, I would be surprised if
18 those types of conversation were happening at this
19 time.

02:40:21 20 Q. Okay.

21 A. Because as I testified moments ago, this was
22 really the beginning of the whole HOA foreclosure
23 phenomenon.

24 Q. Do you know, say, with 100 percent certainty
02:40:34 25 that you've never heard Mr. Haddad talk about losing a

02:40:38 1 property in a lower court proceeding?

2 A. I cannot say with 100 percent certainty that.

3 Q. Why is that?

4 A. Because I don't have a photographic memory of

02:40:48 5 everything that's happened to me in my life over the

6 last seven years.

7 Q. You and me both. Okay.

8 A. I can tell you I have no recollection of that.

9 Q. You have no recollection. But you can't say

02:41:00 10 with 100 percent certainty that it never happened?

11 A. I mean, correct.

12 Q. Okay. Here we do. Let's go back to USB0 -- I

13 apologize. I speak really fast at times. USB0077.

14 A. Yes.

02:42:05 15 Q. What is this document that we're looking at,

16 sir?

17 A. There is a recorded notice of default and

18 election to sell on behalf of the homeowners

19 association.

02:42:14 20 Q. Okay. And this is the one that Alessi &

21 Koenig would have filed the property records; correct?

22 A. Yes.

23 Q. Okay. I want to take a look at -- you see

24 that. This is the same thing you said where they were

02:42:36 25 merged code, and they can be bold and capitalized would

02:42:40 1 be what would be merged in this document, correct?

2 A. Yes.

3 Q. Okay. And this is the notice of default that
4 dealt with the subject the property that brings us here
02:42:51 5 today; correct?

6 A. Yes.

7 Q. I'm looking at this. And it says -- it talks

02:43:12 8 about how not -- looking at midway through the second
9 paragraph it says notwithstanding the fact that your
10 property is in foreclosure, you may offer your property
11 for sale and provide that the sale is -- sorry. I'll
12 slow down.

13 All right. Actually, I'm going to start with
14 the big boldface letters.

02:43:35 15 Remember that you may lose your legal rights
16 if you do not take prompt action. Notice is hereby
17 given that Alessi & Koenig is appointed trustee agent
18 under the above lien dated January 4, 2011. Executed
19 by Glenview West Townhomes Association to secure
02:43:52 20 assessment obligations in favor of said association
21 pursuant to the terms contained in the declaration of
22 Covenants conditions and restriction. It says CC&Rs in
23 parentheses. Do you see what I'm talking about?

24 A. Yes.

02:44:04 25 Q. So it was your understanding that you were

02:44:05 1 selling this property pursuant to the CC&Rs?

2 A. Pursuant to the CC&Rs to the extent the
3 provisions in the CC&Rs are not voidable or voided due
4 to conflicting with NRS 116. I don't know if the CC&Rs
02:44:28 5 had a mortgagee protection clause in them. But that
6 immediately jumps to mind as to a provision in the
7 CC&Rs that may or may not be relevant.

8 Q. So you -- Alessi & Koenig was aware that
9 sometimes there were mortgage protection clauses in
02:44:41 10 CC&Rs?

11 A. We were.

12 Q. Okay. Did you ever take an effort to try to
13 clarify? I believe you talked about how that was void,
14 correct, pursuant to Nevada law?

02:44:53 15 A. Well, no, I said, may. Again, we didn't --
16 I'm going to say this as clearly as I can. Alessi &
17 Koenig did not engage in speculation as to whether or
18 not, for instance, a provision like that would be
19 enforceable.

02:45:07 20 Q. Okay.

21 A. We were aware of it. But that, again, our --
22 it -- so a mortgage protection clause is a clause that
23 states that the mortgage survives the sale of a
24 property via HOA foreclosure.

02:45:22 25 Now whether or not that provision is

02:45:24 1 enforceable that wasn't -- we did not feel like it was
2 our job to make a determination internally or
3 represent -- or in representing -- in representations
4 made to the investors.

02:45:35 5 Q. Did you ever -- these -- like these notice of
6 default and notice of sale, these are documents that
7 are advertised to the public, correct?

02:45:50 8 A. They ~~are~~. The notice of default is recorded.
9 I don't know if I would say it's advertised to the
10 public. The notice of trustee sale is posted in three
11 conspicuous places within the county of the sale.

12 It's also published in a newspaper with
13 general circulation in the county of the sale.

14 We also would post the notice of trustee sale
02:46:10 15 on a trustee sale calendar on our website that the
16 public could access.

17 Q. Okay. Here we go. You said the notice of
18 trustee sale --

19 A. Yes.

02:46:29 20 Q. -- would have made these representations.

21 And I am -- did you take any action with the
22 notice of trustee sale to clarify that that mortgage
23 protection clause, or the one that you were speaking to
24 because the mortgage protection clauses really weren't
02:46:52 25 validated by statute?

02:46:54 1

A. No.

2

Q. Why?

3

A. Because we purposefully and consciously stayed
4 out that arena. We did not take a position one way or

02:47:02 5

another on that issue.

6

Q. Did you take any -- when you were staying out
7 of that arena, did you take any action to try to
8 maximize the number of bidders that would attend these
9 sales?

02:47:16 10

A. Well, I mean, we certainly used all of the
11 tools that the statute required such as posting the
12 sale in three conspicuous places, like the public
13 library. We certainly published the sale in the
14 newspaper for three consecutive weeks. And we did take
02:47:40 15 one additional action that was not statutorily required
16 to let the public know about the sale. And that's the
17 trustee sale calendar that was on our home page of our
18 website. Other than that, we did not do anything.

19

Q. Okay. So you weren't trying to maximize the
02:47:57 20 number of bidders at the sale?

21

A. We were hoping that there would be at least
22 one bidder to pay our client in full.

23

Q. Okay.

24

A. Our job was to get our client paid.

02:48:17 25

Q. Let's go over to USB001 -- USB0164.

02:48:35 1

A. Uh-huh.

2

Q. Dying to talk about this, huh, sir?

3

A. You're right. For the 500th time.

4

Q. So USB0164 Section 11 subordination lien to

02:48:53 5

the mortgage. Do you see what I'm talking about?

6

A. Yes, sir.

7

Q. And it says the lien of the assessments

8

provided for herein shall be subordinate to the lien of

9

any first mortgage. What is your understanding of that

02:49:05 10

provision?

11

A. What do you mean?

12

Q. What does that say?

13

A. Whether or not it's enforceable? My

14

understanding of that provision is that -- could you be

02:49:24 15

a little more specific?

16

Q. Sure. Do you think that this is telling

17

everyone that the lien of the assessments is

18

subordinate to the first mortgage?

19

A. I would leave that up to the Court to

02:49:37 20

determine.

21

Q. What is your -- what is your take on that? I

22

mean, you are a California attorney, correct?

23

A. That's correct. And I'm also the founder of

24

the largest assessment collection foreclosure firm in

02:49:47 25

the state of Nevada. And I know enough by now to not

02:49:51 1 speculate as to whether or not a Court -- what courts
2 are going to do on this issue. So we just don't
3 speculate. I see the provision. It's -- I just cannot
4 give you any testimony as to its import.

02:50:04 5 Q. Did you ever hear of any purchasers at any of
6 your sales conducted by Alessi & Koenig discussing
7 these kinds of subordination clauses?

8 A. Not to my recollection.

9 Q. Okay. Did you ever see any purchaser at your
02:50:17 10 HOA foreclosure sales act confused about what they were
11 getting or buying?

12 A. You know, I no -- I -- no. I can't answer
13 that yes or no. I didn't know these investors well
14 enough to know whether they were acting confused or not
02:50:41 15 confused. Or ...

16 Q. So did you ever see anyone at any of your
17 sales say something to the effect of, Hey, why did that
18 guy just purchase that HOA foreclosure property, he's
19 crazy.

02:50:56 20 THE MARSHAL: Counsel, I was having a hard
21 time tracking on that one.

22 MR. BECKOM: I'm sorry.

23 THE MARSHAL: I'm sure Madam Clerk is
24 suffering through.

02:51:01 25 MR. BECKOM: Is she winking at you over there?

02:51:02 1 THE MARSHAL: I just saw the puzzlement on her
2 face. And I was trying to follow you too.

3 Just for good luck measure. I'm not trying to
4 hurt her or anything.

02:51:11 5 MR. BECKOM: No. That's fair enough.

6 BY MR. BECKOM:

7 Q. Did you ever see anybody like, you know,

02:51:24 8 reaction to one of your homeowners association
9 foreclosure say, Hey, that guy is crazy for buying that
10 thing. Like, you know, why would he do that?

11 A. You know, again, I just peek my head in. I
12 don't have any recollection of that. Um, yeah.

13 Q. Okay. Would you consider to be bidding
14 depressed -- actually, have you ever been to a sale, a
02:51:43 15 foreclosure sale under a deed of trust?

16 A. That's a good question. I don't recall. You
17 know, I never -- I never went to a deed of -- a
18 foreclosure sale under a deed of trust for purposes of
19 representing an investor client or for purposes of
02:52:09 20 purchasing a property myself. But I have been down to
21 Nevada Legal News crying sales on behalf of HOAs. Or
22 we were crying sales on behalf of HOAs post
23 October 2015. I've been down there a couple of times
24 this year. And I may have walked by a parking lot
02:52:28 25 while a trustee was conducting a foreclosure sale. I

02:52:31 1 don't know.

2 Q. Okay.

3 A. I've never bid on any property at a bank
4 foreclosure sale.

02:52:37 5 Q. So, but you did say you poked your head in to
6 these HOA foreclosure sales periodically; correct?

7 A. Correct.

8 Q. So let me just ask you this. You know; based
9 on your perception of these HOA foreclosure sales that
02:52:50 10 you poke into periodically that your company runs, in
11 your opinion would these sales be described as
12 depressed in terms of the bidding that you saw going
13 on?

14 A. Depressed?

02:53:02 15 Q. Yes.

16 A. What do you mean by depressed?

17 Q. Do you think people were bidding up adequate
18 amounts for a house?

19 A. As I testified earlier, well, I can think of
02:53:18 20 no better example of a free market than a public
21 auction. So the investors were bidding up to a point
22 that that they felt made sense vis-à-vis the risk and
23 the litigation. So I would not say anything was
24 depressed.

02:53:36 25 Q. And they were aware of the risk in this

02:53:38 1 litigation at the time this building was going on?

2 A. You would have to ask them. My assumption
3 would be yes.

4 Q. Okay. I guess, one more time for the Judge's
02:53:49 5 sake because I don't think you actually answered the
6 question. Based on your perceptions from, you know,
7 being the custodian of records the company that runs

8 these sales, in your opinion, was the bidding at these
9 sales depressed in terms of value of a house?

02:54:05 10 A. No. Not in lieu of the type of title that the
11 investors were getting and the fact that they were
12 basically inheriting a lawsuit, the investors bid
13 against each other. If any investor felt that the
14 property was worth more, any investor in the public,
02:54:25 15 they would have been there to bid that property up.

16 It really was a function of the, I would say,
17 uncertainty and risk. So I would say that the price
18 that was paid for these properties at public auction
19 was the fair market value at that time.

02:54:46 20 Q. I understand. And then so based on your --
21 they were actually based on your own perception in
22 attending these sales in your opinion, these purchasers
23 were aware of these issues in title defect which is why
24 the price was so low?

02:54:57 25 A. That would be my assumption, yes.

02:54:58 1 Q. Okay.

2 A. I mean, yeah. Fair enough.

3 MR. BECKOM: The Court's indulgence.

4 BY MR. BECKOM:

02:55:42 5 Q. You know what, Mr. Alessi, again, probably
6 have to ask you some more questions after Mr. Vilkin
7 here does an excellent job here. But I think I'm done
8 for right now. Again. Thank you very much for coming
9 here and testifying.

02:55:54 10 A. My pleasure.

11 MR. VILKIN: Your Honor, we've been going an
12 hour and 25 minutes for this witness. I estimate I
13 have a half hour to 45 minutes with the witness. Would
14 now be a good time to take a short break?

02:56:04 15 THE COURT: Yeah, we can do that. Thank you,
16 sir.

17 MR. VILKIN: Thank you.

18 THE MARSHAL: Fifteen, your Honor.

19 THE COURT: Fifteen.

02:56:09 20 THE MARSHAL: Yes, sir.

21 -o0o-
(Recess)
22 -o0o-

23 THE COURT: We can continue on.

24 MR. VILKIN: Thank you, your Honor.

25 \\\

03:23:48 1

2

CROSS-EXAMINATION

3

BY MR. VILKIN:

4

Q. Mr. Alessi, would you look at Exhibit 7, pages

03:23:52 5

32 and 33. I'm referring to the USB32 and 33.

6

A. Yes.

7

Q. Okay. What are those two pages?

8

A. These are a copy of the entries in our status

9

report. So Alessi & Koenig had an online status report

03:24:42 10

that our clients, the HOA management company, and the

11

HOA board of directors could access 24/7 online with a

12

username and password.

13

The status report looked a little bit

14

different than these documents. These two documents,

03:25:00 15

they're called the back end of the report. This is the

16

area in our electronic program where we enter the

17

information for the status report. This information is

18

then converted into a prettier document with an Alessi

19

& Koenig letterhead. But the substance is exactly the

03:25:18 20

same.

21

Q. Okay. And how does information get from your

22

employees into this document?

23

A. The information is, for the most part, entered

24

in through a series of drop-down menu items, so as to

03:25:36 25

avoid misspellings. So you can see here on AK1

03:25:42 1 pre-lien sent regular and certified mail. That's a
2 pretty -- a very standard task that our office performs
3 so that this would be a drop-down item.

4 Q. But is it correct that your employees would
03:25:57 5 only enter information into this after they performed
6 whatever task they're describing?

7 A. At or around the time they performed it, yes.

8 Q. Okay. And what happened on December 20th,
9 2010? The second entry?

03:26:22 10 A. No contact from property owner.

11 Q. What about the second entry on December 20,
12 2010, on USB32?

13 A. Lien recordation was sent via regular and
14 certified mail.

03:26:34 15 Q. What does that mean?

16 A. That --

17 Q. Who was IT sent to?

18 A. That document is sent to the delinquent
19 homeowner.

03:26:41 20 Q. What exactly is sent to the homeowner? What
21 is that referring to?

22 A. So earlier in my testimony we had reviewed a
23 lien, what I call a lien cover letter as well as the
24 lien enclosure. USB46 and 47.

03:27:06 25 Q. Okay. And what -- there's an entry for

03:27:08 1 April 5, 2011. Can you describe what that means?

2 A. So within ten days of the notice of recording
3 the notice of default our office mails a copy of the
4 notice of default to the delinquent homeowner and any
03:27:27 5 parties with a recorded interest in the property, i.e.,
6 the bank or its agent.

7 Q. And in this case can you look at USB75 in
8 Exhibit 7?

9 A. Yes.

03:27:58 10 Q. And is that a mailing list that your firm
11 created that you sent the notice of default to
12 certified?

13 A. Yes.

14 Q. And then going back to 32, USB32 in Exhibit 7,
03:28:31 15 what happened on October 26, 2011?

16 A. A notice of trustee sale was mailed to, again,
17 all parties in interest. In addition to the parties in
18 interest, the notice of trustee sale is mailed to the
19 Ombudsman's Office.

03:28:55 20 Q. And is the mailing list that you used to mail
21 that document contained on USB81?

22 A. Yes.

23 Q. And then on the USB82 and 83 are those the
24 mailing receipts for the mailing of the notice of sale?

03:29:14 25 A. Yes.

03:29:15 1 Q. And that notice of sale was sent to US Bank at
2 its address in Fargo, North Dakota, correct?

3 A. Yes.

4 Q. What date was that sent, the notice of sale?

03:29:35 5 A. It was sent -- a little hard to read the
6 stamp. It's -- it looks like October 2017 -- I'm
7 sorry, 2011.

03:29:35 8 Q. Well, does USB32 give you that information?

9 A. The entry is October 26, as I said, on or
03:30:11 10 around the time of the mailing. So it would have
11 been -- we can also go to the -- just bear with me. So
12 October 26, 2011.

13 Q. That's when the notice of sale was mailed?

14 A. That would be my testimony.

03:30:57 15 Q. I'm sorry, sir.

16 A. Yes, that would be my testimony.

17 Q. And October 26, 2011, is approximately -- it's
18 a little more than 90 days before the sale date in this
19 case on January 25th --

03:31:13 20 A. Yes.

21 Q. -- 2012? Is there any reason you can think of
22 why if you mailed the notice of sale to US Bank at its
23 Fargo, North Dakota, address they wouldn't have gotten
24 it within 90 days?

03:31:30 25 A. That would be beyond something I would be

03:31:33 1 comfortable testifying to. I would have -- I would be
2 speculating.

3 Q. Okay. What date did the notice of sale set
4 the sale for?

03:31:43 5 A. The notice of sale set the sale for
6 November 16, 2011.

7 Q. Okay. And, but the sale didn't occur that
8 day, correct?

9 A. Correct.

03:31:56 10 Q. What happened on that date?

11 A. It was postponed.

12 Q. And how did you accomplish a postponement?

13 A. Our --

14 Q. What was your policy and practice in that
03:32:06 15 regard?

16 A. Our office would postpone a sale orally at the
17 time and place of the sale.

18 Q. Is that what you believe happened on
19 November 16, 2011?

03:32:17 20 A. Yes.

21 Q. And so anybody attending the sale on
22 October 16, 2011, would have been aware that the sale
23 had been postponed to January 25, 2012?

24 A. Yes.

03:32:38 25 Q. Now, if you would, staying within Exhibit 7,

03:32:41 1 can you look at 41 to 43, USB41 to 45?

2 A. Yes. This is an account ledger which is
3 provided to our office by the management company on
4 behalf of the HOA.

03:32:54 5 Q. Okay. When did this account for Mr. Edwards
6 first become delinquent?

7 A. It looks like in February of 2010. The owner
8 stopped paying their assessments.

9 Q. Okay. And if you could look at in the same
03:33:30 10 exhibit USB120 to 126.

11 A. Yes.

12 Q. Were there any payments on this account
13 between February 1st, 2010, and the date of sale on
14 January 25, 2012?

03:34:09 15 A. One payment of \$414.40.

16 Q. What date was that?

17 A. December 2011.

18 Q. December 28, 2011?

19 A. Yes.

03:34:20 20 Q. And that's reflected on USB125?

21 A. Yes.

22 Q. Take a look if you would at USB85.

23 A. Yes.

24 Q. And that's a payment that Alessi & Koenig

03:34:37 25 received from Robert Hazel for \$700?

03:34:40 1 A. Yes.

2 Q. And how did you handle distribution of that
3 money?

4 A. As you can see on the status report, the
03:34:50 5 association was paid \$414.40 of it. That is the entry
6 on the 26th of November with a remaining balance being
7 retained by Alessi & Koenig towards its fees and costs.

8 Q. You're referring to USB33 in Exhibit 7,
9 correct?

03:35:17 10 A. Yes.

11 Q. And could you explain to the Court why Alessi
12 & Koenig kept \$264 and \$414 was given to the HOA at
13 that time?

14 A. That would just be based upon the relationship
03:35:31 15 with the client. There were different ways of
16 distributing partial payments depending on the
17 homeowners association client and/or the management
18 company. Oftentimes, the client would have us pay
19 ourselves in a pro rata proportion to what was owed.

03:35:56 20 In other words if our office was owed \$50 and
21 the HOA was owed \$50. And a check came in for \$50, we
22 would split that equal to what each entity was owed.
23 Other times it was always just a 50/50 split. Some
24 associations asked us to pay them everything upfront.
03:36:15 25 And some associations allowed for us to take our fees

03:36:19 1 upfront.

2 Q. Okay.

3 A. It was a case-by-case basis.

4 Q. Looking again at in Exhibit 7 at USB125. Does
03:36:29 5 that reflect a payoff to the HOA of all past due
6 assessments?

7 A. Yes, and late charges and late fees.

8 Q. Okay. And for what time period did that pay
9 off occur? In other words what physical or calendar
03:36:51 10 time period were the past due assessments unpaid, and
11 then paid to the HOA based on this document?

12 A. Well, the owner, as you can see on USB124 made
13 it -- it looks like their payment January of 2010. So
14 all of 2010 and 2011 through February of 2012. 26
03:37:31 15 months.

16 Q. And the only payment on that account during
17 that period credited to the HOA was the \$414.40?

18 A. Correct.

19 Q. And looking at USB125, there was a payment of
03:37:48 20 \$2,995.60 to the HOA; is that correct?

21 A. Yes.

22 Q. Where did that money come from?

23 A. That money came from the sale.

24 Q. The proceeds from the sale --

03:38:02 25 A. Yes.

03:38:02 1 Q. -- from the buyer?

2 A. Yes.

3 Q. If you could look at in Exhibit 7 pages 49.

4 Let's start with 49.

03:38:24 5 A. Counsel, just very quickly, could you refresh
6 my memory as to when the sale was? The date?

7 Q. January 25, 2012.

8 A. Okay. And then what was your question?

9 Q. Can you look at USB49.

03:38:48 10 A. Yes.

11 Q. Okay. And I believe you were asked earlier by
12 counsel what pages constituted this property report,
13 correct?

14 A. Yes.

03:38:59 15 Q. And --

16 A. I believe I said 49 through 53.

17 Q. Well, my question is: Did this property
18 report include attachments?

19 A. I don't know.

03:39:19 20 Q. Well, take a look at 54 through 73. Were
21 documents 54 through 73, did they accompany this title
22 report?

23 A. They could have.

24 Q. And is -- I think you testified earlier that
03:39:42 25 the deed of trust is included in that group, correct?

03:39:46 1 A. Yes.

2 Q. And do you know whether your staff then looked
3 at the deed of trust. And that's where they got the US
4 Recordings in St. Paul, Minnesota address for your
03:40:02 5 notice of default mailing list?

6 A. I believe that was my testimony, yes.

7 Q. Is there anything in your file that indicates
8 that your company or the HOA had any contact from US
9 Bank on this foreclosure?

03:40:35 10 A. No.

11 Q. Is there anything in your file that indicates
12 that US Bank requested or gave notice to the HOA that
13 it had a secured interest on the property or that it
14 wanted copies of notices?

03:40:52 15 A. No.

16 MR. VILKIN: Nothing further. Thank you.

17 MR. BECKOM: I have no further questions.

18 THE COURT: Okay. Sir, you're now released.

19 THE WITNESS: Thank you.

03:41:07 20 THE MARSHAL: Watch your step, sir.

21 THE WITNESS: Yeah.

22 THE COURT: All right.

23 MR. BECKOM: Yeah, no. I'd like to call

24 Mr. Iyad Eddie Haddad to the stand.

03:41:29 25 THE COURT: Okay.

03:41:39 1 IYAD EDDIE HADDAD,
2 having been first duly sworn to testify to the truth,
3 the whole truth and nothing but the truth, was examined
4 and testified as follows:

03:41:44 5 THE COURT CLERK: Please be seated. And if
6 you will state and spell your name for the record,
7 please.

8 THE WITNESS: It's Eddie Haddad. E-d-d-i-e.
9 H-A-D-D-A-D. My birth given name is Iyad, I-Y-A-D.

03:41:58 10

11 DIRECT EXAMINATION

12 BY MR. BECKOM:

13 Q. Good afternoon, Mr. Haddad. Thank you for
14 being here today.

03:42:07 15 A. Good afternoon.

16 Q. Seems kind of like a redundant question, but
17 what brings you here today, sir?

18 A. Quiet title action.

19 Q. Okay.

03:42:14 20 A. On this one particular property on Rolling
21 Stone.

22 Q. Are you familiar with the property at 4254
23 Rolling Stone Drive?

24 A. Yes. Somewhat.

03:42:21 25 Q. Somewhat?

03:42:22 1 A. Yes.

2 Q. How are you familiar with that property, sir?

3 A. It's a property acquired at an HOA sale back
4 in 2012, I believe.

03:42:30 5 Q. Did you acquire that property in 2012, sir?

6 A. Yes.

7 Q. Okay. Let me ask you a couple of questions
8 about your background, sir. What do you do for a
9 living?

03:42:40 10 A. I'm a real estate broker.

11 Q. Okay.

12 A. My brokerage is Great Bridge Properties. And
13 it's a sole proprietorship.

14 Q. Okay.

03:42:48 15 A. It's been around for over 20 years.

16 Q. Okay. So is there any other owner or
17 brokerage affiliated with Great Bridge Properties other
18 than you?

19 A. No.

03:42:57 20 Q. Okay. Do you employ people with Great Bridge
21 Properties?

22 A. No.

23 Q. Okay. Is that the only live business you're
24 involved in is just selling real estate and buying real
03:43:08 25 estate, or brokering real estate transactions?

03:43:10 1 A. Yes.

2 Q. Are you involved with the purchase and sale of

3 foreclosure properties?

4 A. Yes.

03:43:14 5 Q. Okay. Let me go over to Exhibit 12, USB466.

6 And I apologize. The Bates number on these

7 documents are very tiny on the left.

8 A. Okay.

9 MR. VILKIN: Did you say 486?

03:43:47 10 MR. BECKOM: 466.

11 MR. VILKIN: Thank you.

12 BY MR. BECKOM:

13 Q. Let me know when you get there, sir.

14 A. Yes, I'm there.

03:43:57 15 Q. Have you seen this document before, sir?

16 A. Yes. It looks pretty familiar.

17 Q. Okay. What is it that we're looking at?

18 A. Trustee's deed upon sale.

19 Q. And this is the trustee's deed upon sale for

03:44:10 20 4254 Rolling Stone Drive Trust; correct?

21 A. Yes.

22 Q. And it looks like the purchaser is the 4254

23 Rolling Stone Drive Trust?

24 A. Yes.

03:44:21 25 Q. Okay.

03:44:24 1 MR. BECKOM: To the extent it wasn't admitted
2 already, I would move to admit USB466. This is
3 Exhibit 12 466 through 467.

4 MR. VILKIN: No objection.

03:44:38 5 THE COURT CLERK: Is 12 being admitted in its
6 entirety?

7 MR. BECKOM: We can admit to its entirety.

03:44:38 8 THE COURT CLERK: Was that stipulated?

9 MR. VILKIN: Yes. I'll stipulate we can

03:44:45 10 admit. No objection to Exhibit 12.

11 THE COURT CLERK: Okay.

12 THE COURT: So stipulated.

13 (Exhibit 12 admitted).

14 BY MR. BECKOM:

03:44:53 15 Q. Okay.

16 THE COURT: And admitted.

17 MR. BECKOM: Fantastic.

18 BY MR. BECKOM:

19 Q. All right. So what is your relationship, sir,
03:45:03 20 to the 4254 Rolling Stone Drive Trust?

21 A. Trustee.

22 Q. You are the trustee of that trust?

23 A. Yes.

24 Q. Okay. And what is your job as the trustee of
03:45:19 25 that trust?

03:45:20 1 A. Manage the affairs of the trust.

2 Q. Manage the affairs of the trust. Okay. Was
3 the 4254 Rolling Stone Drive Trust incorporated prior
4 to -- well, actually, let me come at this a different

03:45:34 5 way. It looks like that this deed says that there was
6 a public auction on January 25, 2012; is that correct?

7 A. Yes. I don't dispute that.

8 Q. Okay. Did you -- were you at a sale, an HOA
9 foreclosure property and specifically 4254 Rolling

03:45:51 10 Stone Drive on January 25, 2012?

11 A. You know I attend five sales a week, 52 weeks
12 a year. This was five years ago, but I would not
13 refute that at all.

14 Q. Okay. So you have no specific recollection of
03:46:05 15 the specific sale, but you believe in all likelihood
16 you did attend?

17 A. Yes. That's correct.

18 Q. Okay. This trust here, it's a very specific
19 name for a trust. Was this trust incorporated prior to
03:46:19 20 purchasing this property?

21 A. I would say right at the time of the sale.

22 Q. Right at the time of the sale?

23 A. Yes.

24 Q. Does this trust hold any other assets beside
03:46:29 25 4254 Rolling Stone Drive -- beside 4254 Rolling Stone

03:46:31 1 Drive?

2 A. No.

3 Q. Any reason why?

4 A. It's set up as a trust to hold one property.

03:46:41 5 Q. Why did you only put one property in this
6 trust?

7 A. I don't know. My attorney advised me to do
8 so.

9 Q. Okay. Who was the attorney at that time?

03:46:59 10 A. I don't recall.

11 Q. Okay.

12 A. Could have been Michael Bohn.

13 Q. Okay. Looks like this deed of trust or this
14 trustee's deed upon sale was signed by Mr. Ryan Kerbow.

03:47:14 15 Do you see that name at the bottom?

16 A. Yes.

17 Q. Okay. Do you know Mr. Kerbow outside of just
18 his capacity as an individual processing HOA
19 foreclosures?

03:47:27 20 A. No.

21 Q. Mr. Kerbow ever done legal work for you?

22 A. Yes.

23 Q. What kind of legal work has Mr. Kerbow done
24 for you?

03:47:35 25 A. So if I acquired a property that didn't have a

03:47:43 1 lender that would dispute their, you know, the title to
2 the property, my title companies at that time would
3 have required a quiet title action. Quiet title action
4 would have to be brought on a free and clear property,
03:47:59 5 let's say, where there was no deed of trust that would
6 be extinguished before I can get title insurance.

7 So Ryan Kerbow would have easily done a quiet
8 title action just as easy as Michael Bohn, let's say,
9 or any other attorney and would have done it because he
03:48:26 10 would have already had the file. He would have to file
11 with the Court. Get permission from the Court to quiet
12 title a proper at sale. And then I wouldn't be able to
13 get title insurance.

14 Q. So you would retain Mr. Kerbow as your
03:48:41 15 personal attorney at different points in time?

16 A. Couple of times.

17 Q. Couple of times?

18 A. Yeah.

19 Q. Do you remember the approximate time frame
03:48:49 20 that this was done?

21 A. I would say right around this time, maybe.

22 Q. So during at the time of this sale, Mr. Kerbow
23 was also one of your attorneys?

24 A. Let's put it this way. If I acquired a
03:49:05 25 property from Alessi & Koenig and it happened to be

03:49:10 1 free and clear, I could have approached Alessi & Koenig
2 to take an additional fee to complete the quiet title
3 action so I can get title insurance from my title
4 company.

03:49:24 5 Q. Okay. So you had a pretty close relationship
6 with Alessi & Koenig then?

7 A. Close relationship?

8 Q. Yes.

9 A. I don't know what you mean by close
03:49:30 10 relationship. But if you mean to the extent of did I
11 hire them to do quiet titles actions on free and clear
12 properties, yes, I would have.

13 Q. So they are advising you of the legal
14 ramifications of an HOA foreclosure at the time of this
03:49:43 15 sale?

16 A. Let's put it this way. They would have
17 assessed -- what Ryan Kerbow would have assessed if
18 there was any conflict of interest and as a lawyer
19 would have advised if there was any conflict of
03:49:54 20 interest. He would not have accepted the task of
21 obtaining quiet title action on a free and clear
22 property.

23 Q. Okay. But you did receive legal advice from
24 Mr. Kerbow in regards to homeowner association
03:50:05 25 foreclosures?

03:50:08 1 A. No. I wouldn't say that.

2 Q. What would you say?

3 A. I would say he would take a file and obtain
4 quiet title action if the property was free and clear.

03:50:19 5 Strictly free and clear property.

6 Q. Okay.

7 A. I should say property that at the time of sale

8 did not have any first deeds of trust that would be,
9 you know, disputing or that would have a claim against

03:50:40 10 a property.

11 Q. Okay.

12 A. All property acquired in NRS 116 eventually
13 becomes free and clear. But if there is to be any
14 dispute, then I don't think I would have approached

03:50:54 15 Ryan Kerbow. But if there was going to be no dispute,
16 I would have approached him to take a fee to actually
17 do the quiet title action because it would be done in
18 60 or 90 days rather than seven years of litigation.

19 Q. It has been quite some time.

03:51:14 20 Let me ask you this question. You said that,
21 you know, you would retain him to litigate matters
22 which were free and clear, correct? Was that your
23 testimony? Or am I messing that up?

24 A. Couple of times. Couple of times only.

03:51:29 25 Q. Okay. But you would retain him for free and

03:51:33 1 clear properties?

2 A. If I looked at the county recorder's office,
3 and I saw that there was no potential litigants, and
4 that there was no deeds of trust recorded prior to the
03:51:53 5 NRS 116 sale, then I could potentially give the file to
6 Ryan Kerbow.

7 Q. Interesting. Okay. So you would follow the
8 property records looking for deeds of trust. And then
9 if there was no deed of trust, you would retain
03:52:12 10 Mr. Kerbow?

11 A. I think I've already testified and I've -- in
12 any deposition with you, probably is you'd ask me do I
13 do any work? What kind of work I would do to prepare
14 for a sale? And then I would have, in the deposition,
03:52:26 15 would have said that I consult with a Nevada Legal
16 News. And I would consult with a county recorder's
17 office. And anything of record would show up prior to
18 bidding.

19 So, yes, I would know if there was a deed of
03:52:42 20 trust that is to be extinguished or not.

21 Q. But you do not, but it sounds like, and you
22 don't dispute that you do a difference at least in your
23 retention of Mr. Kerbow between properties that had no
24 deed of trust on them and properties that had a deed of
03:52:56 25 trust on them?

03:52:58 1 A. Yes. Very few would have no deeds of trusts
2 on them, but certainly some.

3 Q. I want to dig a little bit deeper in that
4 then. Why? Why would it be different if there was no
03:53:10 5 deed of trust on the property versus a deed of trust on
6 the property?

7 A. Again, the time and expense of litigation.

8 Q. And you ~~were~~ were you aware of the time and
9 the expense of this litigation at the time that you
03:53:22 10 were purchasing these properties?

11 A. I would say yes.

12 Q. And you were expecting there to be a contest
13 over title to the property at the time you purchased it
14 if there was a deed of trust attached to the property?

03:53:35 15 A. I would expect that there would be additional
16 time and additional expense whenever there was a deed
17 of trust recorded against a property prior to the
18 NRS 116 sale.

19 Q. So at the time that you purchased this
03:53:53 20 property on January 25, 2012, right at the beginning of
21 a brand-new year. You go and you purchase this
22 property. And it sounds like you would look on the
23 recorder's website, and you would see a deed of trust
24 on there; is that correct?

03:54:08 25 A. That's always been my testimony. Yes, that is

03:54:09 1 correct.

2 Q. Okay. And if you saw one on there, you would
3 think, Well, this is going to involve litigation?

4 A. Not necessarily. Potentially. Not
03:54:21 5 necessarily.

6 Q. Potentially?

7 A. Potentially.

8 Q. And you were aware of that fact prior to
9 purchasing this property at the sale?

03:54:31 10 A. Yes. But, I mean, even if I showed up to the
11 auction and didn't know what I was doing, the law is
12 the law. And, you know, even if I showed up not
13 expecting to extinguish a deed of trust, guess what,
14 NRS 116 still says the deed of trust is extinguished.

03:54:53 15 Q. Okay. Let me ask you a real quick question
16 just because we got to get a complete record. Throwing
17 a soft ball one because it's late in the day. I'm sure
18 you got to get home and get some -- USB -- and I'll
19 need a magnifying glass. USB468, sir.

03:55:27 20 You seen this document before, sir?

21 A. Yes.

22 Q. And then I'm going to go over to USB469. And
23 it says by Resources -- right there it says by
24 Resources Groups LLC, Nevada Limited Liability Company,
03:55:44 25 Iyad Haddad, manager. You see what I'm talking about?

03:55:49 1 A. Yes.

2 Q. Is that your signature there, sir?

3 A. Yes.

4 Q. So this is just basically -- it's not a

03:55:53 5 transfer between two unrelated entities. Because you

6 previously testified you're the trustee of Rolling

7 Stone Drive Trust, correct?

8 A. Yes.

9 Q. And then you transferred it over into a

03:56:02 10 limited liability company, correct?

11 A. Yes.

12 Q. Okay. And that limited liability company

13 appears to be, looks like the trustee of the Bourne

14 Valley Court Trust, correct?

03:56:12 15 A. Yes.

16 Q. Any reason why you did that, sir?

17 A. I don't recall, but that would be probably
18 protected because I would have gotten advice from my
19 attorney at the time to do so.

03:56:22 20 Q. So you're basically saying is you don't
21 remember, but you think it was probably told to you by
22 a lawyer?

23 A. Yes. I would have consulted with my attorney
24 before I did that?

03:56:30 25 Q. Okay. And do you recall who your attorney was

03:56:32 1 at the time?

2 A. Probably Michael Bohn at that time, again.

3 Q. Okay. And did you have any other attorneys at
4 all involving this property?

03:56:40 5 A. Yes.

6 Q. Who?

7 A. Ryan Alexander being one of them.

8 Q. Is this the first legal proceeding that -- by
9 legal proceeding I would define this broadly like
03:56:49 10 lawsuit, bankruptcy, anything like that. Is this the
11 first legal proceeding you've been involved in
12 involving this property?

13 A. I don't -- I don't recall. Involving this
14 property?

03:56:58 15 Q. Yes.

16 A. Oh, I don't recall.

17 Q. Let's go ahead and flip over to Exhibit 11.

18 MR. BECKOM: If I recall correctly this is not
19 one of our stipulated exhibits, correct? This is the
03:57:11 20 bankruptcy record?

21 MS. BAKER: What number?

22 MR. BECKOM: Exhibit 11.

23 MS. BAKER: No. It's not admitted.

24 MR. BECKOM: Okay.

03:57:19 25 MR. VILKIN: I will agree to Exhibit 11 can be

03:57:22 1 admitted.

2 MR. BECKOM: Then I would move to admit
3 Exhibit 11 for all purposes.

4 THE COURT: It will be admitted.

03:57:29 5 (Exhibit 11 admitted)

6 MR. BECKOM: Okay.

7 BY MR. BECKOM:

8 Q. Go ahead and take a look at USB313. On the
9 top left-hand corner it says in re The Bourne Valley
03:57:50 10 Court Trust; do you see what I'm talking about, sir?

11 A. Yes.

12 Q. Okay. And then down below there it says 4254
13 Rolling Stone Drive. You see what I'm talking about,
14 sir?

03:58:15 15 A. I don't. Is that on --

16 Q. It would be fourth from the bottom.

17 A. Yes, I do.

18 Q. Okay. And that's the same property you were
19 just talking about as far as the trustee's deed upon

03:58:26 20 sale and the quitclaim deed to Bourne Valley Court
21 Trust and all that other good stuff, correct?

22 A. Yes.

23 Q. Okay. And let me see. If you seen this
24 document before, sir?

03:58:36 25 A. Yes.

03:58:36 1 Q. Where have you seen this?

2 A. Through your deposition, I believe.

3 Q. Through my deposition?

4 A. Yes.

03:58:41 5 Q. Okay. Take a look, and I would look -- I

6 would note at the top it says docket, Docket Entry

7 No. 11 in this bankruptcy case. Do you see what I'm

8 talking about, sir?

9 A. On the top of this page?

03:58:58 10 Q. Yes, sir.

11 A. Yes.

12 Q. Okay. Let's go over a couple of pages here to

13 USB329.

14 A. Okay.

03:59:22 15 Q. Let me know when you get there, sir.

16 A. I'm there.

17 Q. Awesome. Do you see that portion where it

18 says: I, the registered agent of the corporation named

19 as debtor in this case declare under penalty of perjury

03:59:35 20 that I have read the forgoing summary and schedules

21 consisting of 18 sheets and that they are true and

22 correct to the best of my knowledge, information and

23 belief?

24 A. I see that, yes. That's what it says.

03:59:48 25 Q. Okay. And then there's right below that you

03:59:50 1 see where it says, /s/ Eddie Haddad?

2 A. Yes.

3 Q. Okay. Did you review these bankruptcy
4 documents on behalf of the Bourne Valley Court Trust?

04:00:05 5 A. Well, first of all, that's -- my signature is
6 not on it even though it says signature. I can't
7 recall if I reviewed them before Ryan Alexander filed
8 them or not.

9 Q. Would you let Mr. Alexander file documents
04:00:19 10 without having you looked at them?

11 A. No. Generally speaking I would have directed
12 him to file, but would I have read every word, every
13 sentence, every letter, probably not.

14 Q. Okay.

04:00:28 15 A. It's just trust that my attorney is doing his
16 job.

17 Q. Okay. So would he just give you documents,
18 and you say, I trust what you're doing, you can sign
19 right there?

04:00:36 20 A. Generally speaking, yes.

21 Q. Okay.

22 A. But there's no signature here. This would
23 have been probably electronically filed I would say.

24 Q. Do you have any reason to believe that
04:00:44 25 Mr. Alexander would misrepresent your signature on a

04:00:48 1 petition?

2 A. Misrepresent? No.

3 Q. Okay.

4 A. Not misrepresent.

04:00:52 5 Q. Let's go back again.

6 A. But, you know, attorneys don't cross all their
7 Ts, and dot their Is, do they?

8 Q. I should hope they do.

9 A. Sometimes maybe not.

04:01:02 10 Q. Let's go back then what we were just talking
11 about. USB313, sir.

12 A. I'm sorry. One more time.

13 Q. 313 it's going to say schedule A, real
14 property at the top.

04:01:31 15 Now, I think we're talking about before where
16 we noted that, you know, we have 4254 Rolling Stone
17 Drive, Las Vegas, Nevada, 89103 was included on this
18 schedule A, correct?

19 A. As a disputed lien, yes.

04:01:47 20 Q. Well, I have another question though. Like
21 over there, do you see the column where it says on the
22 top current value of debtor's interest in property?

23 A. Yes.

24 Q. And it says \$35,000?

04:01:59 25 A. Yes.

04:02:01 1 Q. And this is -- and so, like, a couple of pages
2 back here, you know, we have that testimony under
3 penalty of perjury of USB329 which you don't dispute
4 that you signed -- that you didn't sign that document,
04:02:13 5 you just don't remember signing it; correct?

6 A. I think we already went over that. I think I
7 made a pretty lengthy explanation of electronic
8 signature, authorization. I probably would not have
9 read every, you know, sentence or, you know.

04:02:29 10 Q. Okay. But you don't dispute that this
11 bankruptcy petition for the Bourne Valley Court Trust
12 says this property is worth \$35,000?

13 A. Yes, that's correct.

14 Q. Okay. Let's go over to USB318. Again, this
04:03:03 15 is just for clarity sake. We both agree that you
16 authorized the filing of the bankruptcy of the Bourne
17 Valley Court Trust; correct?

18 A. Yes, that is correct.

19 Q. Okay. What happened with that bankruptcy?

04:03:12 20 A. It was dismissed.

21 Q. Do you remember why?

22 A. You'd have to ask my attorney. I'm not a
23 technical expert, but I know for a fact it was
24 dismissed.

04:03:21 25 Q. Well, that's fair. If you asked me why some

04:03:25 1 of my cases got dismissed, I probably couldn't tell
2 you.

3 A. Right.

4 Q. Or potentially forgot. Who knows. Let's take
04:03:32 5 a look at USB318.

6 Do you see the very bottom where it says
7 Southwest Financial Services.

8 A. Yes.

9 Q. And then over in the -- there's a provision
04:03:55 10 that says date claim was -- and the second column over
11 at the top it says: Date claim was incurred. Nature
12 of lien. And description in value of property subject
13 to lien. Do you see what I'm talking about, sir?

14 A. Are we talking about in each box? Or --

04:04:20 15 Q. There's a second --

16 A. Or --

17 (Court Reporter interrupts)

18 Q. Sorry.

19 A. I do see the column.

04:04:25 20 Q. Okay.

21 A. Yes.

22 Q. Down here, it says, you know, very bottom,
23 right next to Southwest Financial Services, it says
24 first mortgage, 4254 Rolling Stone Drive, Las Vegas,
04:04:39 25 Nevada, 89103. Do you see what I'm talking about, sir?

04:04:45 1 A. Yes.

2 Q. And at the top it looks like that the
3 bankruptcy information at the top says it was entered
4 on June the 13th, 2012; correct?

04:04:57 5 A. Yes.

6 Q. So do you dispute at all that in -- well, I
7 guess, we can both agree that this is about the sale
8 took place January 25, 2012; correct?

9 A. Yes.

04:05:11 10 Q. And then we can both agree that this took
11 place maybe about like five months after that sale?

12 A. (No audible response.)

13 Q. Can we agree to that, sir?

14 A. Yes.

04:05:25 15 Q. Maybe not exactly. But five months after this
16 sale we have a document a few pages back where it was
17 testified under penalty of perjury, which you think you
18 might, may or may not have authorized, but you're not
19 sure, that says that there's a first mortgage on the
04:05:42 20 property that brings us here today. Do you dispute
21 this fact, sir?

22 A. Repeat the question one more time, please.

23 Q. Did you represent to the Federal Bankruptcy
24 Court in June 13, 2012, that this property was subject
04:05:58 25 to a first mortgage?

04:06:00 1 A. No. No, that was not what I represented.

2 Q. Can you explain to me then at the bottom why
3 it includes a first mortgage listed on 4254 Rolling
4 Stone Drive?

04:06:12 5 A. You have to be truthful with the Court. You
6 have to disclose who is making a claim against a
7 property. In this particular instance I would imagine
8 that my attorney at the time would have put the
9 mortgage company as a disputed -- in the disputed
04:06:30 10 column there, that's the third narrow column. Says
11 disputed.

12 Q. Okay.

13 A. So we can't lie to the Court. We have to tell
14 the Court the truth that there's a creditor that is
04:06:43 15 claiming something, but we are disputing their claim.

16 Q. So you were aware of a claim by the first
17 mortgage against 4254 Rolling Stone Drive, Las Vegas,
18 Nevada, as of June 13th, 2012?

19 A. Again, as I reiterated earlier, I was familiar
04:07:04 20 with this creditor prior to showing up to the auction
21 and bidding on the property.

22 Q. Okay.

23 A. So the answer is yes. I was familiar with
24 this creditor prior to the auction, at the auction, and
04:07:18 25 I was familiar with their claim after the auction as

04:07:22 1 well.

2 Q. Do you recall when you got served with process
3 in this instant lawsuit?

4 A. I do not.

04:07:27 5 Q. Okay. Looks like there's a -- let's go back
6 to that Schedule A, USB313. You see what I'm talking
7 about, sir?

8 A. Okay. yes.

9 Q. So the Bourne Valley Court Trust owned all
04:08:06 10 these properties contained in this -- contained on this
11 list?

12 A. At the time, yes.

13 Q. Are they all properties you purchased at an
14 HOA foreclosure?

04:08:15 15 A. I believe they're all properties purchased at
16 HOA sales, yes.

17 Q. Okay.

18 A. Pursuant to NRS 116.

19 Q. And at no -- and, like, it looks like all
04:08:23 20 these properties as you go down the column, where it
21 shows those values, it says value. At no point in time
22 did you think that there was some kind of condition
23 affecting value on those properties at least as stated
24 in the schedule under penalty of perjury in June of
04:08:37 25 2012?

04:08:39 1 A. I do not understand your question.

2 Q. It's okay. I get confused looks all the time.

3 A. Okay.

4 Q. But all of these -- none of these properties

04:08:49 5 you seem to be testifying are worth some kind of de

6 minimis sum because of some title defect, correct?

7 A. I'm sorry. I'm not prepared to testify on

8 anything else but 4254 Rolling Stone Driveway per.

9 Q. But you wouldn't dispute that you didn't think

04:09:07 10 there was any kind of title issue on these properties

11 that would diminish their value?

12 A. I'm only prepared to testify on 4254 Rolling

13 Stone Drive.

14 Q. Do you know the answer to that question, sir?

04:09:17 15 A. I do not.

16 Q. Okay. Going back over to USB318, I think you

17 said that you purchased all those properties a couple

18 of pages back at HOA foreclosure auctions?

19 A. Let me go back to 313.

04:09:47 20 Q. Take your time.

21 A. I don't recall, but it sure seems that way.

22 Q. Okay. And then over here on USB318 you list

23 them all as being subject to a first mortgage?

24 A. No.

04:10:03 25 Q. What did you list then?

04:10:06 1 A. No. I believe my attorney listed them as
2 disputed claims. Again, we've been through this
3 before. Each one of these here says disputed claim.

4 Q. Okay.

04:10:19 5 A. By law you have to disclose all creditors
6 claims that was done here. But then you also, you
7 know, disclose whether they're disputed or undisputed,
8 so they're clearly marked as disputed claims.

9 Q. Okay. Let's go over to USB324, sir. Do you
04:10:55 10 see where it lists, second from the top, says Law
11 Offices Les Zieve. You see what I'm talking about?

12 A. Yes.

13 Q. And it says you have an unpaid lien on 4254
14 Rolling Stone Drive.

04:11:08 15 A. Okay.

16 Q. Okay. Did you think you had a lien by a Law
17 Offices of Les Zieve?

18 A. I don't know.

19 Q. Okay.

04:11:15 20 A. I really cannot comment on that. I'm not
21 prepared to comment on that, your Honor.

22 (Reporter clarification)

23 Q. Les Zieve, L-E-S Z-I-E-V-E.

24 A. All I can think of is Law Offices of Les Zieve
04:11:34 25 representing the first mortgage disputed creditor

04:11:41 1 maybe.

2 Q. Okay.

3 A. I'm not sure.

4 Q. Okay. Sounds like that you were, I guess,
04:11:46 5 aware of, you know, some kind of dispute with the first
6 mortgage holder at least in June of 2012?

7 A. Well, again, I was aware of a disputed first
8 deed, you know, creditor the day of the auction, or
9 even before the auction.

04:12:05 10 Q. Okay. Let's go over to USB327. And, I guess,
11 just, you know, in passing it's -- you know, if you
12 look, I guess, it's one, two, three, four from the
13 bottom. You see property management agreement with
14 4254 Rolling Stone Drive?

04:13:06 15 A. Yes.

16 Q. And then it says Great Bridge Properties over
17 there on the left, correct?

18 A. Yes.

19 Q. That is your company?

04:13:13 20 A. Yes.

21 Q. Okay. Let me go over here and take a look
22 starting at USB343. Have you seen this document
23 before, sir?

24 A. Can't say that I have. No.

04:14:01 25 Q. Okay. Are you familiar with the term motion

04:14:05 1 to value collateral?

2 A. It's been a while. I don't recall the
3 explanation that my attorney gave me for it.

4 Q. Okay. Let's go over to page 2, USB344. So
04:14:25 5 you would have no knowledge of -- you would have no
6 knowledge authorizing your attorney to file a motion
7 stating that Southwest Financial Services had a lien of
8 \$50,000?

9 A. Is that what I said? Was that my testimony?

04:14:48 10 Q. Would you have knowledge or not?

11 A. Exactly would I have knowledge of what?

12 Q. Would you be aware of -- would you have
13 authorized Mr. Alexander to file a property stating
14 that there was a first mortgage encumbering this
04:15:08 15 property? Because if you look back here, this motion
16 had to do with, let me see, 4254 Bourne Valley Court
17 Trust. Actually let's go ahead and move over here a
18 little bit further. Let's go to USB348.

19 You've seen this document before, sir?

04:15:39 20 A. Yes.

21 Q. What is it that we're looking at?

22 A. Comparative market analysis.

23 Q. Comparative market analysis. What is a
24 comparative market analysis?

04:15:51 25 A. Here is some comps to justify a value.

04:15:58 1 Q. Okay. It says if you look at in the left-hand
2 corner it says Great Bridge Properties. Do you see
3 what I'm talking about?

4 A. Yes.

04:16:06 5 Q. So your company Great Bridge Properties, did
6 they perform of this comparative market analysis?

7 A. Cheryl Van Elsis is an independent contractor.

8 Q. Okay.

9 A. And she would have been done this comparative
04:16:17 10 market analysis.

11 Q. Okay. Would you have asked her to do this
12 comparative market analysis?

13 A. Probably Brian Alexander would have.

14 Q. Okay. Let's go ahead and flip on over to
04:16:43 15 USB340 -- 356. This is that same comparative market
16 analysis that was done by your company or the
17 independent contractor on behalf of your company. So
18 can we agree it looks like at the top there's some
19 notations up here. Looks like there's a case number.
04:17:08 20 Says this was filed on 11-7-2012. Do you see what I'm
21 talking about?

22 A. Yes.

23 Q. Was it -- do you have any knowledge about
24 whether or not this is the document that was filed in
04:17:18 25 the bankruptcy of Bourne Valley Court Trust?

04:17:22 1 A. I mean, you're asking me a question that's a
2 rhetorical question. I mean, it says case
3 No. 12-16387.

4 Q. So you don't dispute that?

04:17:41 5 A. I don't know. You'd have to look. I don't
6 know how to even search these records, but ...

7 Q. Did you have your -- did you have Cheryl Van

8 Ellis -- or Ellis on behalf of Great Bridge Properties
9 do an appraisal where she had a recommended listing

04:17:56 10 price of \$33,000?

11 A. No. That would have been Ryan Alexander and
12 Cheryl.

13 Q. Okay. And then going back here to USB344.

14 A. You skipped over all the sales that took place
04:18:32 15 that justifies that value.

16 Q. So you -- so you believe that value is
17 justified?

18 A. Absolutely, 100 percent. It would have to be
19 justified to be admitted.

04:18:44 20 Q. Well, here's -- all right. Well, that's fine.

21 A. Those are all factual numbers.

22 Q. That's fair. And then down here back on
23 that -- well, actually. I'm sorry. I'm being rude.

24 You haven't gotten back to the page yet.

04:19:00 25 A. That's okay. No problem.

04:19:01 1 Q. USB344. Says subject property. 4254 Rolling
2 Stone Drive, Las Vegas, Nevada, 89103. Do you see
3 where I'm talking about?

4 A. Yes.

04:19:16 5 Q. Okay. And then below that it says first
6 mortgage Southwest Financial Services. Do you see what
7 I'm talking about?

8 A. Yes.

9 Q. And then below that it says assignee first
04:19:29 10 mortgage US Bank?

11 A. Yes.

12 Q. Did you authorize -- well, actually one other
13 thing before I ask you this next question.

14 And then at the very last page USB347 of the
04:19:42 15 motion, if you want to take a moment and cruise on over
16 to that portion.

17 A. 347, okay. Yes.

18 Q. So USB347 you see the very last paragraph
19 where it says wherefore?

04:19:57 20 A. Yes.

21 Q. Says wherefore debtor prays this Court
22 evaluate the property in accordance with the appraisal
23 attached hereto. And then two, bifurcate the first
24 mortgage claims of secured creditor and to secure
04:20:10 25 unsecured claims. Do you see what I'm talking about,

04:20:13 1 sir?

2 A. Yes.

3 Q. Okay. Did you ask or -- and this is -- this
4 was filed. We can both agree this was filed November 7
04:20:19 5 of 2012, correct?

6 A. Yes.

7 Q. And did you authorize Mr. Alexander to attempt
8 to bifurcate the first mortgage lien of 4254 Rolling
9 Stone Drive, Las Vegas, Nevada?

04:20:34 10 A. Yes. That's what it seems like. At the time,
11 the law was unclear. SFR had not come out. And there
12 was lots of litigation to go forward to certify the
13 extinguishment issue.

14 Q. But in November of 2012 you thought this
04:20:55 15 property was subject to a mortgage?

16 A. No. That is not correct.

17 Q. Then can you explain why you authorized the
18 filing of this motion?

19 A. If we go back to one of those documents that
04:21:04 20 we -- first of all, NRS was adopted by Nevada
21 legislature in '91. So the extinguishment to the tune
22 of nine months directly proceeding the institution of
23 an action has been law since 1991, not since 2012.

24 However, there was some cases going up to the
04:21:26 25 Nevada Supreme Court, and the Nevada Supreme Court was

04:21:30 1 going to clarify the issue. So at the time the issue
2 was not clarified.

3 Anyhow that's where we're at at the time. But
4 if you take a look at USB325 I believe it was, you can
04:21:48 5 see where I'm talking about where the loan was
6 disputed. The lien was disputed.

7 Q. But it sounds like to me, Mr. Haddad -- and
8 you are the trustee of both the 4254 Rolling Stone
9 Drive Trust as well as the managing member of the
04:22:11 10 Resources Group, the trustee for the Bourne Valley
11 Court Trust; correct?

12 A. Yes.

13 Q. Sounds to me that you had a pretty firm
14 knowledge that US Bank was going to be lurking around
04:22:20 15 at the time you were filing these documents and,
16 indeed, has a serious and legitimate concern about it?

17 A. I don't know if that's -- if that was going to
18 be the case or not. Nobody can predict the future.

19 Q. But you at least seemed to be concerned enough
04:22:37 20 to authorize the filing of this bankruptcy listing US
21 Bank as a creditor; correct?

22 A. As a disputed creditor, yes.

23 Q. Okay.

24 A. I'm sorry. That was page USB324 actually is
04:22:52 25 where that shows up, 4254 Rolling Stone Drive as a

04:22:56 1 disputed claim.

2 Q. Okay. Appreciate your honesty, sir.

3 A. Yes.

4 Q. Let's go back to USB466, Exhibit 12.

04:23:22 5 A. Exhibit 12?

6 Q. Yes, sir.

7 A. Okay.

8 Q. And this is the trustee's deed upon sale from
9 the sale that you attended, correct?

04:23:49 10 A. Yes.

11 Q. Okay. And that's the signature of your
12 attorney we went over before, Mr. Kerbow, correct?

13 A. No. That's not correct. He was not my
14 attorney at the time of this purchase. He was not my
04:24:06 15 attorney at the time of this purchase. He was the
16 attorney for the trustee.

17 Q. So let's go through. You don't quite recall,
18 but because you go -- I mean, how many sales you go to
19 a year, sir?

04:24:22 20 A. Five days a week, 52 weeks a year.

21 Q. That's a lot of sales.

22 A. Yes.

23 Q. Don't even take two weeks off. You're a hard
24 working man, right?

04:24:32 25 So do you recall where this sale took place

04:24:35 1 at?

2 A. I don't.

3 Q. If I --

4 A. If you allow me some time to look through the
04:24:40 5 document, it will probably talk about where the sale
6 took place.

7 Q. That's fine.

8 A. Maybe not. However, if you allow me to take a
9 look at the notice of trustee sale --

04:25:01 10 Q. Well, let's walk through that a little bit
11 first then.

12 A. Sure.

13 Q. So, like, you don't remember the specific
14 sale. But do you have, like, a standard process you
04:25:09 15 follow when you're getting ready to attend these sales?

16 A. Standard, sure.

17 Q. What is that? What do you do?

18 A. Show up 10, 15 minutes early. Make sure the
19 traffic doesn't, you know, cause me to show up late.

04:25:24 20 Q. How do you know where to go?

21 A. On the notice of trustee sale.

22 Q. Where do you generally get the notice of
23 trustee sale before you head down there?

24 A. Clark County recorder's website.

04:25:34 25 Q. You go to the actual Clark County Recorder's

04:25:37 1 website?

2 A. And the Nevada Legal News.

3 Q. Okay. I'm going to see if I can help you out

4 and see if I can help you find notice of sale, sir.

04:26:14 5 A. Would that be USB462?

6 Q. Fastest document locator in the west, sir.

7 Thank you.

8 A. It's right there.

9 Q. So this -- so you've identified -- so you've

04:26:36 10 seen this document before, sir?

11 A. Yes.

12 Q. Okay.

13 A. Most likely it's been a while. But I can't

14 recall, but most likely.

04:26:44 15 Q. But this is the type of document you review?

16 A. Yes.

17 Q. Okay. Why don't you take a minute and take a

18 look at this and see if you can't remember where the

19 sale took place?

04:26:54 20 A. 4:00 p.m. at 930 South Fourth Street,

21 Las Vegas, Nevada, 89101.

22 Q. Where is that at?

23 A. Downtown.

24 Q. Downtown. Any specific business location?

04:27:03 25 Middle of street?

04:27:05 1 A. Fourth Street would be right around
2 Charleston. Probably 930 South Fourth is the Nevada
3 Legal News.

4 Q. Okay. Do you attend sales at Nevada Legal
04:27:15 5 News often?

6 A. Yes.

7 Q. It sounds like you attend sales frequently
8 because you say you go to sales seven days a week, 52
9 weeks a year.

04:27:23 10 A. Five days a week, 52 weeks a year.

11 Q. So you do take two days off.

12 A. Yes.

13 Q. Good man. Saturday and Sunday sacred.

14 So you probably -- I mean, like, can we agree
04:27:38 15 that you've been to a bunch of sales at the Nevada
16 Legal News?

17 A. Yes.

18 Q. Okay. Do you only purchase at HOA foreclosure
19 sales? Or do you purchase at other types of sales?

04:27:48 20 A. I purchase NRS 116 sales, NRS 107 sales, and
21 Clark County Treasurer's Office sales.

22 Q. Okay. So you're pretty, like, you know,
23 knowledgeable about the entire spectrum of foreclosure
24 auctions?

04:28:00 25 A. I have experience, yes.

04:28:01 1 Q. Okay. I think do you drive down there? Take
2 Uber? Do you walk down there? Take a bus? How do you
3 get down to Nevada Legal News?

4 A. Typically drive.

04:28:13 5 Q. Drive. And then park your car?

6 A. Yes.

7 Q. Walk in there? At 4:00 p.m. in front of

8 Nevada Legal News, like, on a typical day, what would
9 you see?

04:28:24 10 A. I don't recall. This was a long time ago.

11 Q. Would there be a lot of people there?

12 A. I don't recall.

13 Q. How about the bidding at this sale. I'm
14 assuming there's bidding, correct?

04:28:43 15 A. Yes.

16 Q. Okay. Do you recall how much money you paid
17 on this property?

18 A. According to the trustee's deed, the winning
19 bid was \$5,000 -- \$5,331.

04:29:02 20 Q. Okay. And you don't dispute that that's the
21 amount of money?

22 A. I don't dispute that.

23 Q. Okay. How much money would you typically
24 bring down with you to an HOA foreclosure sale?

04:29:12 25 A. For security purposes I don't think that's a

04:29:14 1 good question for me to answer. But plenty to pay for
2 the property.

3 Q. Would you bring more than \$10,000?

4 A. Is that -- I think that's a trade secret. You
04:29:27 5 know, I'm not going to talk about.

6 MR. VILKIN: You can answer it.

7 THE WITNESS: Frequently, yes.

8 BY MR. BECKOM:

9 Q. More than \$10,000? Would you bring more than
04:29:35 10 \$20,000?

11 MR. VILKIN: Your Honor, I let him ask the
12 questions, but I don't see the relevance to this.

13 THE COURT: I'll sustain.

14 THE WITNESS: Thank you.

04:29:45 15 BY MR. BECKOM:

16 Q. When you go to the bidding at an HOA
17 foreclosure sale, would you consider that -- to that to
18 be a, I guess, a lively process? Like, would there be
19 a lot of bidders there in January of 2012?

04:30:06 20 A. If you're talking about NRS 116 sales?

21 Q. Um-hum.

22 A. It would be a lot less bidding going on than,
23 let's say, October 20 of 2014, the day after the SFR
24 decision came out.

04:30:24 25 Q. Okay. Would you describe the bidding as

04:30:26 1 depressed when --

2 A. No.

3 Q. -- compared to, let's say, a 107 sale?

4 A. No. I wouldn't call it depressed. I would
04:30:33 5 call it, you know, uncertainty about how much time and
6 how much money it would cost to litigate to get clear
7 title.

8 Q. But it wasn't the same type of bidding that
9 you would see at a 107 foreclosure sale?

04:30:51 10 A. Well, let's put it this way. NRS 107 sales,
11 you still have risks commensurate with property
12 condition, evictions, can't get into the property, you
13 don't know what you're buying. Under NRS 116 you have
14 the very same, what you call, risks. Add to it the
04:31:31 15 heavy, heavy which I call litigation. The heavy, heavy
16 can be \$4,000 a month. And now we've been fighting
17 over five years on this. So, you know, purchase at a
18 NRS 116 sale is just a start of spending lots and lots
19 of money to get clear title.

04:31:55 20 Q. And you were of this opinion in, let's say,
21 January 24, 2012, the day before the sale?

22 A. I would have been anticipating some
23 litigation, yes.

24 Q. Okay.

04:32:19 25 MR. BECKOM: The Court's indulgence one

04:32:20 1 moment.

2 BY MR. BECKOM:

3 Q. Do you have any specific recollection about
4 how many people actually bid on this property at the
04:32:44 5 sale, do you?

6 A. According to this trustee's deed, the opening
7 bid equals the bid by the winning bidder. So I would
8 say no other bidder.

9 Q. So you were the only bidder at this sale?

04:32:59 10 A. I would say I'm not sure if I was the only
11 person present. I'm not sure about that. I don't
12 recall. But according to the numbers here, I would
13 have been the highest bid.

14 Q. So nobody else bid on the sale except for you
04:33:10 15 based on your review of the trustee's deed?

16 A. Yes, correct.

17 Q. Okay. Is that a frequent occurrence?

18 A. Is it frequent?

19 Q. Yes.

04:33:18 20 A. Not anymore.

21 Q. Was it a frequent occurrence in 2012?

22 A. I think the Nevada Supreme Court really taught
23 everybody what's at stake.

24 Q. Was this a frequent occurrence in 2005?

04:33:29 25 A. Yes, I would say. Yes, I would say, right?

04:33:32 1 Q. So the big sale with you being the only bidder
2 there, the bidding was depressed?

3 A. No, not depressed. No. This was truly the
4 market value because it cannot be disputed that a well
04:33:48 5 publicized, well advertised, well recorded sale, and,
6 you know, it's public, it's open to the public, anybody
7 can come and bid, that truly is the definition of the
8 highest value of a property.

9 Q. And so when that happened, nobody else showed
04:34:09 10 up at least for this property?

11 A. Well, yes. That's correct.

12 MR. BECKOM: I have no further questions at
13 this time.

14 THE COURT: Okay. Is it better? How much
04:34:19 15 longer do you have, sir? Can we be done in 15 or ...?

16 MR. VILKIN: I'm hoping.

17 THE COURT: Okay.

18 MR. VILKIN: Yeah, it's possible.

19 THE COURT: All right.

04:34:26 20

21 CROSS-EXAMINATION

22 BY MR. VILKIN:

23 Q. Mr. Haddad, as I recall your testimony on the
24 issue of when you first hired Mr. Kerbow, you indicated
04:34:36 25 some uncertainty as to when that occurred. And then

04:34:40 1 later in your testimony you seemed to indicate that he
2 was not your attorney as of the date of the sale on
3 January 25, 2012, is that correct?

4 A. That is correct.

04:34:51 5 MR. VILKIN: Your Honor, may I show the
6 witness some documents to try to refresh his
7 recollection on when he first hired Mr. Kerbow.

8 THE COURT: Yes, you may, sir. You may
9 approach.

04:35:06 10 BY MR. VILKIN:

11 Q. Mr. Haddad, if you would just review those to
12 yourself and tell me when you've had a chance to review
13 those.

14 A. I reviewed these with you.

04:35:18 15 Q. Well, I -- just review them and tell me when
16 you're done --

17 A. Okay.

18 Q. -- reviewing them.

19 A. Yes. I am done.

04:35:30 20 Q. Okay. And were you involved in a lawsuit that
21 was captioned Paradise Canyon Resort Owners Association
22 versus Resources Group?

23 A. Yes, I was.

24 Q. Okay. And was that lawsuit filed on
04:35:47 25 January 18, 2012?

04:35:50 1 A. Yes, it was.

2 Q. And who was representing Resources Group as
3 the defendant in that lawsuit?

4 A. Preston Rosay. (Phonetic)

04:36:01 5 Q. No. I'm asking about the Paradise Canyon
6 Resort case.

7 A. Yes. Who was defending? I'm sorry who?

8 Q. The Paradise -- look at the captions?

9 A. Uh-huh.

04:36:14 10 Q. The Paradise Canyon Resort versus Resources
11 Group case.

12 A. Correct.

13 Q. Who was representing Resources Group?

14 A. The plaintiff Resources Group.

04:36:25 15 Q. No. I think you're looking at -- take a look.
16 Look at the caption at the top.

17 A. Um-hum.

18 Q. Paradise Canyon Resort Owners Association
19 versus Resources Group.

04:36:43 20 A. True. Defendant Fidelity National Title
21 defendant Paradise Owners Association.

22 Q. Okay.

23 A. I'm on page 1.

24 Q. You're on the wrong page.

04:36:56 25 A. Sorry.

04:36:58 1 Q. Look at the caption Paradise Canyon versus
2 Resources Group.

3 A. Oh, yes. So that's page 3. Okay.

4 Q. Okay.

04:37:04 5 A. Sorry about that.

6 Q. Okay. And what date was that case filed?

7 A. January 18, 2012.

not following 8 Q. Okay. And was Resources Group the defendant
9 in that case?

04:37:14 10 A. Yes, it was.

11 Q. And who was representing Resources Group?

12 A. Michael Bohn.

13 Q. Okay. Who was the plaintiff in that case?

14 A. Paradise Canyon Resort Owners Association.

04:37:23 15 Q. And who was representing Paradise Canyon
16 Resort Owners Association?

17 A. Robert Koenig AKA, Ryan Kerbow.

18 Q. Well, is Robert Koenig the Koenig of Alessi &
19 Koenig?

04:37:34 20 A. Yes, that is correct.

21 Q. And take a -- were you involved in a case
22 captioned Houston Family Trust versus El Parque
23 Homeowners Association?

24 A. What page? Yes, I was.

04:37:51 25 Q. Okay. And were you a defendant in that case?

04:38:03 1 A. Yes.

2 Q. And what date was that case filed on?

3 A. April 9 of 2012.

4 Q. And who represented you in that case?

04:38:14 5 A. Ryan Kerbow.

6 Q. Okay. Do you believe that April 9, 2012, is

7 the first time Mr. Kerbow represented you in any quiet

8 title action?

9 A. That is correct. We were against each other

04:38:50 10 prior to that in Paradise.

11 Q. Okay. And what is your position with

12 Resources Group?

13 A. I'm the manager of Resources Group.

14 Q. And Resources Group is an LLC, correct?

04:39:03 15 A. Yes, that is correct.

16 Q. And you testified earlier, I believe, that you

17 were the trustee of 4254 Rolling Stone Drive Trust?

18 A. Yes.

19 Q. Is that true?

04:39:11 20 A. So I'm the manager of Resources Group LLC, and

21 Resources Group LLC is the trustee for the trust.

22 Q. Okay. So you were incorrect when you said

23 that you personally were the trustee. It was actually

24 Resources Group was the trustee. You're the manager of

04:39:26 25 Resources Group, correct?

04:39:27 1 A. I apologize for that. My attorney Michael
2 Bohn, who is not here, would have set that up a long
3 time.

4 Q. We'll sanction him for that.

04:39:40 5 Now, when you went to the sale of this
6 particular property on January 25, 2012, what
7 information did you have about the property prior to
8 the sale?

9 A. I would have reviewed the Nevada Legal News.
04:39:57 10 I would have reviewed the Clark County Recorder's
11 website. All kind of title information I would have
12 had. Physically, you know, seeing the outside of the
13 property.

14 Q. When you say all kind of title information,
04:40:12 15 what are you talking about?

16 A. Anything of Clark County Recorder's website,
17 the entire record would have come up for me.

18 Q. So all the recorded documents on the property?

19 A. All the recorded documents.

04:40:23 20 Q. Okay. Did you ever see any other documents
21 concerning the property?

22 A. No. Nothing else. Only recorded documents.

23 Q. Okay. Did you get any information about this
24 property from either the HOA or Alessi & Koenig, the
04:40:33 25 sales trustee prior to the sale?

04:40:35 1

A. No.

2

Q. Did you have any information about any dispute between the holder of the first deed of trust and the HOA about the property?

04:40:46 5

A. No.

6

Q. Did you have any information about whether notices were sent or not sent to the first trust deed holder prior to the sale?

9

A. No.

04:40:56 10

Q. Did you talk to anyone at the sale prior to the sale about the property?

12

A. No.

13

Q. Now, when you -- before you purchased the sale, were you able to inspect the inside of the property?

04:41:09 15

16

A. Absolutely not. That's very, very rare.

17

Q. Okay. And so was that a risk that you considered yourself taking in terms of buying the property?

04:41:22 20

A. Absolutely.

21

Q. Okay. And when the appraisal was done by the independent contractor from your office several months later, did she get a chance to inspect the inside of the property?

24

04:41:33 25

A. No.

04:41:34 1 Q. She did not?

2 A. You'll have to ask her. I don't know if she
3 did or not.

4 Q. Take a look at Exhibit 11.

04:41:45 5 A. She would have had her own instructions from
6 the attorney.

7 Q. Well, take a look at Exhibit 11, USB359 and
8 360. And now -- I'm sorry. Let me withdraw that
9 question.

04:42:15 10 So you don't know whether she went inside the
11 property or not.

12 A. I don't know. That would have been Cheryl and
13 the attorney.

14 MR. VILKIN: One second, your Honor. Nothing
04:43:36 15 further. Thank you, your Honor.

16 THE COURT: All right. Anything else?

17 MR. BECKOM: One brief follow up.

18 BY MR. BECKOM:

19 Q. On this document this register of actions that

04:43:44 20 Mr. Vilkin showed you.

21 A. Yes.

22 Q. You go there. I think he was referring to a
23 Houston Family Trust. It's the third to the last page.
24 Let me know when you get there, sir.

04:43:58 25 A. Third to the last from the packet. Yes, I'm

04:44:02 1 there.

2 Q. Okay. So right there third from the bottom it
3 says defendant Resources Group LLC, correct?

4 A. Yes.

04:44:11 5 Q. And then on the right-hand side it says Ryan
6 M. Kerbow?

7 A. Yes. Correct.

8 Q. And so that's who you are here on behalf of
9 today, Resources Group LLC, in regards to 4254 Rolling
04:44:26 10 Stone Drive?

11 A. Yes.

12 Q. And so Mr. Kerbow was actually not even just,
13 you know, your personal attorney for multiple purposes,
14 but he was also actually the attorney for the Resources
04:44:36 15 Group, the entity that purchased this property?

16 A. (No audible response.)

17 Q. Do you dispute that based on this document?

18 A. So I don't think that Ryan Kerbow was the
19 attorney for 4254 Rolling Stone Drive Trust. I don't
04:44:58 20 believe that's the case.

21 Q. That's not what I asked, though. What I did
22 ask was is -- was he the attorney for Resources Group
23 LLC in this action that Mr. Vilkin just presented to
24 you?

04:45:11 25 A. Not per se -- not for Resources Group, but

04:45:15 1 Resources Group as a trustee of a trust.

2 Q. Okay. And then he was also -- if you will go
3 back and take a look at your, I think it was your
4 trustee's deed that we spoke of, where you obtained

04:45:28 5 title to this property, Exhibit 12, USB466, he was
6 also --

7 A. I'm sorry.

8 Q. -- the authorized agent for Glenview West
9 Townhomes Association and the individual that signed
04:45:42 10 the deed on behalf of Glenview West?

11 A. What document again?

12 Q. I apologize. USB466 at Exhibit 12.

13 A. Ryan Kerbow is a professional attorney. And
14 if he had any issue with conflicts of interest, he
04:46:02 15 would have certainly, you know, let me know or he would
16 have refused the work.

17 Q. But he was your attorney in that court case we
18 just discussed, that A-12-659764-C. And he represented
19 Resources Group, it looks like, beginning in April of
04:46:22 20 2012 sometime?

21 A. As a trustee for a different trust.

22 Q. I understand. And then also if we go back to
23 USB462. This is the notice of sale that you testified
24 as reviewing in order to figure out where to go and
04:46:37 25 where to go buy this property. That document is also

04:46:44 1 signed by Mr. Kerbow, is it not?

2 A. Yes.

3 Q. Okay. And so we can both agree that he was
4 both the attorney for the Resources Group as well as
04:46:53 5 the attorney that signed the notice of sale on behalf
6 of Glenview West?

7 MR. VILKIN: Misstates the evidence.

8 BY MR. BECKOM:

9 Q. I disagree. I think that actually that
04:47:04 10 100 percent is --

11 THE COURT: You can ask him the question. Go
12 ahead.

13 MR. BECKOM: Do what?

14 THE COURT: Overruled. Rephrase it.

04:47:10 15 MR. BECKOM: Okay.

16 BY MR. BECKOM:

17 Q. So we can agree that Mr. Kerbow represented
18 the Resources Group LLC, correct, based on this
19 document your attorney just presented to you to refresh
04:47:21 20 your recollection?

21 A. As a trustee for a particular trust. Right.

22 Q. But is that a yes or a no?

23 A. According to this document, yes.

24 Q. And then USB462, can we both agree that
04:47:34 25 Mr. Kerbow also signed this notice of sale?

04:47:37 1

A. Yes.

2

Q. Okay.

3

MR. BECKOM: I have no further questions at
4 this time, your Honor.

04:47:41 5

6

RECROSS-EXAMINATION

7

BY MR. VILKIN:

8

Q. Mr. Haddad, on what date did Mr. Kerbow
9 represent you in the Houston Family Trust case?

04:47:52 10

A. According to this document, April 9, 2012.

11

MR. VILKIN: Nothing further. Thank you.

12

THE COURT: Okay.

13

You're released, sir.

14

THE WITNESS: Thank you.

04:48:05 15

THE COURT: Okay. Gentlemen, 10:30 a.m.?

16

MR. VILKIN: Yes.

17

MR. BECKOM: 10:30 tomorrow.

18

THE COURT: Okay.

19

MR. VILKIN: Thank you, your Honor.

04:48:11 20

THE COURT: Enjoy your evening.

21

MR. HADDAD: Thank you, your Honor.

22

23

(Proceedings were concluded.)

24

25

* * * * *

1 REPORTER'S CERTIFICATE

2 STATE OF NEVADA)

3 :SS

4 COUNTY OF CLARK)

5 I, PEGGY ISOM, CERTIFIED SHORTHAND REPORTER DO
6 HEREBY CERTIFY THAT I TOOK DOWN IN STENOGRAPH ALL OF THE
7 PROCEEDINGS HAD IN THE BEFORE-ENTITLED MATTER AT THE
8 TIME AND PLACE INDICATED, AND THAT THEREAFTER SAID

9 STENOGRAPH NOTES WERE TRANSCRIBED INTO TYPEWRITING AT
10 AND UNDER MY DIRECTION AND SUPERVISION AND THE
11 FOREGOING TRANSCRIPT CONSTITUTES A FULL, TRUE AND
12 ACCURATE RECORD TO THE BEST OF MY ABILITY OF THE
13 PROCEEDINGS HAD.

14 IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
15 MY NAME IN MY OFFICE IN THE COUNTY OF CLARK, STATE OF
16 NEVADA.

17

18

19

20

21

22

23

24

25

/s/ Peggy Isom
PEGGY ISOM, RMR, CCR 541

BY MR. BECKOM: [26] 17/12 18/17 21/15 28/23 34/12 36/20 56/24 61/13 67/13 83/21 87/19 91/1 101/15 138/5 141/3 152/11 154/11 155/13 155/17 166/6 189/7 189/14 191/1 199/17 202/7 202/15 BY MR. VILKIN: [15] 45/4 46/11 47/2 49/17 50/17 53/22 55/1 55/23 59/11 60/23 77/23 142/2 192/21 193/9 203/6 BY MS. BAKER: [4] 68/13 71/12 73/8 78/21 MR. BECKOM: [83] 6/15 7/4 8/13 8/17 8/24 16/23 18/16 21/8 21/11 28/22 30/4 30/12 30/20 31/3 31/7 32/9 32/25 33/4 33/14 33/16 33/18 33/25 34/3 34/10 36/15 44/23 46/6 46/20 50/13 53/19 54/18 55/20 56/21 59/5 60/11 61/9 62/3 62/10 62/13 63/6 63/15 63/18 64/1 64/4 64/17 64/22 65/11 66/8 66/15 66/19 71/11 82/5 82/15 82/18 82/25 83/18 87/12 87/16 90/10 90/18 90/23 137/21 137/24 138/4 141/2 151/16 151/22 154/9 154/25 155/6 155/16 165/17 165/21 165/23 166/1 166/5 190/24 192/11 199/16 202/12 202/14 203/2 203/16 MR. GEISENDORF: [4] 6/11 16/21 64/5 65/18 MR. HADDAD: [4]	6/21 34/9 83/6 203/20 MR. VILKIN: [84] 6/6 6/9 6/19 6/24 7/1 7/9 7/24 8/10 8/22 9/1 9/10 9/25 12/25 21/10 28/21 30/6 31/5 31/24 36/17 45/1 49/10 49/13 50/11 56/18 59/8 60/14 60/18 61/8 62/4 62/8 62/20 62/23 63/11 63/21 63/25 64/7 64/10 64/12 64/16 65/14 65/17 65/19 66/7 66/16 68/3 68/8 71/4 71/8 78/16 80/9 80/19 80/25 81/4 81/6 81/8 81/13 81/16 81/24 82/3 82/10 82/14 82/20 83/4 90/14 101/12 141/10 141/16 141/23 151/15 154/8 154/10 155/3 155/8 165/24 189/5 189/10 192/15 192/17 193/4 199/13 202/6 203/10 203/15 203/18 MS. BAKER: [21] 9/13 9/16 10/2 10/5 66/20 66/22 67/1 68/12 71/2 71/7 77/20 78/18 79/19 79/25 80/10 80/12 80/15 80/18 87/17 165/20 165/22 THE COURT CLERK: [13] 17/5 18/15 33/20 33/23 34/2 34/5 67/6 83/13 87/15 152/4 155/4 155/7 155/10 THE COURT: [130] 6/3 6/7 6/13 6/22 6/25 7/2 7/8 7/23 7/25 8/12 8/16 9/2 9/11 9/14 9/17 9/21 10/4 12/24 16/19 16/22 21/12 30/18 30/22 31/4 31/6 31/23 31/25 32/23 33/1 33/12 33/15 33/17 33/19 33/22	33/24 34/7 36/18 44/25 46/10 46/22 49/7 49/12 50/15 53/20 54/19 55/22 56/20 59/7 60/17 62/6 62/9 62/12 62/16 62/22 63/5 63/8 63/12 63/17 63/23 64/3 64/8 64/11 64/13 64/20 65/5 65/13 65/15 65/22 66/3 66/10 66/13 66/17 66/21 66/25 67/25 68/7 68/10 71/5 71/10 73/7 78/17 79/23 80/1 80/11 80/13 80/16 80/20 80/23 81/2 81/5 81/7 81/10 81/15 81/17 82/2 82/4 82/8 82/13 82/16 82/23 83/3 83/5 83/7 83/17 90/13 90/16 90/22 90/25 101/14 141/14 141/18 141/22 151/17 151/21 151/24 155/11 155/15 166/3 189/12 192/13 192/16 192/18 193/7 199/15 202/10 202/13 203/11 203/14 203/17 203/19 THE MARSHAL: [18] 9/20 9/22 10/1 62/18 65/25 66/5 66/12 67/22 68/1 68/4 80/22 83/8 137/19 137/22 137/25 141/17 141/19 151/19 THE WITNESS: [18] 17/8 46/23 49/14 53/21 54/20 60/13 60/19 62/17 67/9 80/21 83/16 87/18 151/18 151/20 152/7 189/6 189/13 203/13 \$ \$10,000 [2] 189/3 189/9 \$1170 [1] 16/13 \$130 [2] 11/2 70/22	\$2,995.60 [1] 149/20 \$20,000 [1] 189/10 \$201.09 [1] 10/16 \$264 [1] 148/12 \$33,000 [1] 180/10 \$35,000 [4] 11/5 12/18 169/24 170/12 \$4,000 [2] 35/12 190/16 \$4,662 [1] 35/12 \$414 [2] 16/14 148/12 \$414.40 [3] 147/15 148/5 149/17 \$48,000 [1] 11/5 \$5,000 [1] 188/19 \$5,331 [4] 11/4 13/8 123/8 188/19 \$5,370 [1] 123/15 \$50 [3] 148/20 148/21 148/21 \$50,000 [4] 10/13 22/5 22/6 178/8 \$62,943 [2] 89/1 89/6 \$700 [2] 11/11 147/25 \$84,557 [2] 89/20 89/23 91 [1] 182/21 -ooo [6] 64/19 64/20 82/12 82/13 141/21 141/22 / /s [2] 168/1 204/17 0 000003 [1] 87/24 0026 [1] 86/20 0033 [1] 108/2 0034 [1] 87/19 0046 [4] 99/3 99/14 99/15 99/20 0047 [6] 98/7 98/25 99/3 99/7 99/9 99/13 0075 [2] 112/5 124/1 0084 [1] 115/10	0089 [1] 122/16 0154 [1] 69/20 0175 [1] 86/20 03 [1] 29/9 0308 [2] 28/23 29/3 0329 [1] 2/10 054 [1] 69/22 1 10 [1] 185/18 10 percent [1] 14/17 10-day [1] 107/22 100 [1] 119/25 100 percent [5] 130/24 131/2 131/10 180/18 202/10 106 [1] 11/20 107 [4] 187/20 190/3 190/9 190/10 10:00 a.m [1] 9/1 10:30 [1] 203/17 10:30 a.m [1] 203/15 11 [14] 71/25 72/3 72/18 74/1 74/4 136/4 165/17 165/22 165/25 166/3 166/5 167/7 199/4 199/7 11 percent [1] 11/6 11-7-2012 [1] 179/20 116 [11] 14/25 133/4 160/12 161/5 162/18 163/14 174/18 187/20 189/20 190/13 190/18 12 [9] 154/5 155/3 155/5 155/10 155/13 184/4 184/5 201/5 201/12 126 [1] 147/10 1286 [1] 2/19 12C [1] 65/2 13 [1] 172/24 1300 [2] 67/24 68/6 13th [2] 172/4 173/18 14 [2] 11/2 73/25 15 [4] 64/10 66/17 185/18 192/15 16 [8] 57/5 59/14 60/5 61/4 61/15
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(1) BY MR. BECKOM: - 16

1 16... [3] 146/6 146/19 146/22 16387 [1] 180/3 17 [9] 28/17 28/19 28/20 30/6 34/1 48/1 49/4 50/13 50/17 17A [2] 34/3 34/7 17th [3] 38/3 39/22 57/25 18 [4] 76/5 167/21 193/25 195/7 1991 [1] 182/23 1:00 [6] 7/17 64/3 64/7 65/2 66/12 68/1 1:00 p.m [1] 63/2 1:30 [1] 81/20 1st [3] 67/20 78/16 147/13	144/15 145/7 145/12 145/17 146/6 146/19 146/22 147/17 147/18 149/14 2012 [49] 11/4 11/13 12/16 15/1 51/12 58/25 75/9 78/12 91/13 95/23 96/16 97/12 97/14 122/10 122/20 123/6 130/13 130/17 145/21 146/23 147/14 149/14 150/7 153/4 153/5 156/6 156/10 162/20 172/4 172/8 172/24 173/18 174/25 177/6 179/20 182/5 182/14 182/23 189/19 190/21 191/21 193/3 193/25 195/7 196/3 196/6 197/6 201/20 203/10 2013 [2] 16/9 128/19 2014 [2] 128/19 189/23 2015 [3] 87/2 91/13 138/23 2016 [1] 85/7 2017 [5] 1/21 6/1 67/20 78/16 145/6 207 [2] 78/3 78/5 20th [1] 143/8 212 [1] 78/6 23 [1] 65/21 24 [2] 8/21 190/21 24/7 [1] 142/11 24230 [1] 111/25 2470 [1] 3/5 25 [12] 102/8 123/6 141/12 146/23 147/14 150/7 156/6 156/10 162/20 172/8 193/3 197/6 25th [4] 11/4 11/13 51/12 145/19 26 [6] 48/18 144/15 145/9 145/12 145/17 149/14 26th [1] 148/6 28 [2] 58/15 147/18	29 [1] 110/17 2925 [3] 39/14 109/7 109/13 2:00 [3] 7/20 80/25 81/3 2:00 p.m [1] 63/1 2:30 [1] 65/14 3 3.99 [3] 22/22 22/23 22/24 3.99 percent [1] 22/20 30 [3] 74/10 75/19 84/4 30-year [1] 74/10 300 [1] 39/2 309 [1] 3/6 31 [1] 122/20 313 [2] 169/13 175/19 32 [2] 142/5 144/14 3211 [1] 2/21 3212 [1] 2/22 33 [2] 142/5 142/5 347 [1] 181/17 356 [1] 179/15 360 [1] 199/8 3:00 [1] 64/7 3rd [1] 37/7 4 4-12-2011 [1] 108/4 4-5-2011 [2] 107/22 108/4 4.75 percent [1] 22/16 41 [1] 147/1 4254 [38] 10/7 13/14 23/6 26/11 35/18 37/10 37/12 42/8 69/9 77/10 78/8 85/9 99/23 152/22 154/20 154/22 155/20 156/3 156/9 156/25 156/25 166/12 169/16 171/24 173/3 173/17 175/8 175/12 176/13 177/14 178/16 181/1 182/8 183/8 183/25 196/17 200/9 200/19 43 [1] 147/1 4325 [3] 38/3 39/22 57/25	44 [1] 106/10 45 [3] 69/22 141/13 147/1 466 [2] 154/10 155/3 467 [1] 155/3 47 [1] 143/24 476-3211 [1] 2/21 476-3212 [1] 2/22 48 [1] 106/11 486 [1] 154/9 49 [3] 150/3 150/4 150/16 4:00 [1] 64/7 4:00 p.m [3] 124/2 186/20 188/7 5 50 [3] 74/14 76/10 148/23 50/50 [1] 148/23 500th [1] 136/3 52 [4] 156/11 184/20 187/8 187/10 53 [1] 150/16 537 [1] 39/1 54 [3] 69/23 150/20 150/21 541 [2] 1/24 204/17 55117 [1] 39/15 5691 [1] 2/11 58103 [3] 38/4 39/23 58/1 5868 [1] 3/8 6 60 [3] 35/12 75/14 160/18 685-0329 [1] 2/10 7 702 [5] 2/10 2/11 2/21 2/22 3/8 73 [2] 150/20 150/21 75 [1] 74/11 75 percent [3] 74/6 76/13 76/14 8 83 [1] 144/23 866-339-5691 [1] 2/11 873-5868 [1] 3/8 89012 [1] 2/20 89074 [1] 3/7 89101 [2] 124/3	186/21 89103 [6] 10/8 23/6 85/10 169/17 171/25 181/2 89117 [1] 2/9 9 90 [3] 145/18 145/24 160/18 90 percent [1] 74/8 930 [3] 124/2 186/20 187/2 9510 [1] 2/7 9:55 [1] 6/2 : :SS [1] 204/2 A A-12-659764-C [1] 201/18 A-12-667690-C [1] 1/1 A-L-E-S-S-I [1] 83/17 a.m [3] 6/2 9/1 203/15 ability [3] 31/17 82/1 204/11 able [8] 27/1 35/7 37/18 76/14 106/18 123/5 158/12 198/14 about [120] 8/1 8/8 8/17 9/8 10/19 11/6 11/11 13/19 13/21 13/24 15/20 16/13 24/6 25/11 26/23 38/5 38/14 39/6 40/14 41/14 50/7 50/20 51/8 51/8 55/8 57/15 59/14 60/5 61/7 61/19 64/25 68/3 68/6 77/18 81/19 81/23 86/11 88/16 88/18 88/20 90/23 93/17 93/20 101/11 106/21 108/20 110/3 113/1 114/3 117/7 117/20 119/23 121/13 123/16 124/4 125/20 126/19 126/22 127/2 127/6 127/8 127/17 127/23 127/25 128/2 128/9 128/21
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(2) 16... - about

(3) about... - Alessi

A	199/16 204/5 allegations [1] 13/19 alleged [4] 13/20 13/25 14/14 14/17 allow [2] 185/4 185/8 allowed [1] 148/25 allowing [1] 55/19 along [1] 43/21 already [9] 21/10 87/14 87/15 87/17 116/24 155/2 158/10 161/11 170/6 also [46] 6/17 6/20 7/18 10/19 10/22 12/1 12/5 12/11 14/19 18/1 19/14 22/19 26/6 26/17 29/20 33/10 34/15 40/5 58/7 60/5 60/21 81/9 84/13 88/12 89/19 96/1 102/12 102/14 103/2 105/11 106/4 106/25 112/10 119/23 134/12 134/14 136/23 145/11 158/23 176/6 200/14 201/2 201/6 201/22 201/25 202/25 always [4] 98/16 103/22 148/23 162/25 am [9] 17/18 39/10 69/10 78/4 80/15 106/9 134/21 160/23 193/19 amend [11] 74/3 74/23 74/24 75/1 75/2 75/3 75/24 76/3 76/4 76/9 76/14 amended [1] 75/22 amendment [5] 74/2 74/5 74/7 75/21 76/7 American [3] 100/19 101/1 108/21 among [1] 128/22 amongst [1] 122/2 amount [14] 22/3 29/21 35/8 35/13 43/19 51/17 77/2	77/2 77/5 90/2 123/7 123/12 123/20 188/21 amounts [3] 29/18 41/6 139/18 analysis [9] 91/16 105/3 178/22 178/23 178/24 179/6 179/10 179/12 179/16 analyst [2] 17/18 17/24 analyze [1] 45/24 and/or [1] 148/17 annual [2] 22/19 22/20 anomaly [1] 97/9 another [4] 7/16 63/5 135/5 169/20 answer [12] 47/14 56/3 89/21 104/24 113/10 118/16 123/24 137/12 173/23 175/14 189/1 189/6 answered [1] 140/5 anticipate [4] 7/4 49/8 63/14 81/21 anticipated [1] 63/14 anticipating [1] 190/22 any [147] 13/19 13/23 13/24 14/11 14/21 15/6 15/23 17/25 23/13 23/16 24/17 25/7 25/8 25/9 25/10 25/21 35/4 38/22 38/25 39/11 39/25 41/9 41/11 41/19 41/23 42/5 42/6 42/7 43/17 43/25 44/18 44/24 45/17 45/24 45/24 47/12 47/13 47/21 47/24 48/7 50/4 50/9 51/10 52/2 57/9 57/13 59/20 59/20 59/21 59/23 59/23 59/25 62/7 72/8 73/18 73/19 73/20 75/24 76/21 77/20 81/9 82/5 85/19 88/12 89/11 92/15 94/18 95/8 95/9 95/11 95/16 95/19 95/24	96/12 96/14 96/18 96/19 97/13 97/14 97/16 97/19 100/9 103/10 108/14 109/20 109/24 112/16 113/5 113/6 113/17 114/4 114/15 119/1 119/8 123/23 125/15 125/20 125/22 125/23 126/7 126/13 126/15 126/23 126/24 127/10 129/18 134/21 135/6 135/7 136/9 137/4 137/5 137/5 137/9 137/16 138/12 139/3 140/13 140/14 144/4 145/21 147/12 151/8 153/16 156/24 157/3 158/9 159/18 159/19 160/8 160/13 161/12 161/13 164/16 165/3 168/24 175/10 179/23 186/24 191/3 196/7 197/20 197/23 198/2 198/2 198/6 201/14 anybody [10] 70/14 77/8 92/2 92/20 92/21 125/17 129/19 138/7 146/21 192/6 Anyhow [1] 183/3 anymore [1] 191/20 anyone [12] 60/1 95/13 96/3 100/1 104/19 106/16 118/15 121/13 121/18 121/23 137/16 198/10 anything [33] 9/9 14/11 16/21 31/24 33/14 47/9 49/2 49/5 50/2 50/8 51/8 56/21 59/6 59/8 62/14 65/21 68/3 78/18 80/17 88/14 113/4 120/6 125/20 135/18 138/4 139/23 151/7 151/11 161/17 165/10 175/8	197/16 199/16 anyway [4] 6/23 27/18 31/20 33/9 anywhere [2] 11/5 11/21 apologize [5] 23/24 131/13 154/6 197/1 201/12 appeal [1] 130/8 appear [2] 18/1 108/5 appearance [1] 6/15 appearances [4] 2/1 3/1 6/9 82/18 appeared [1] 13/7 appears [4] 37/6 86/8 123/19 164/13 appointed [1] 132/17 appointment [1] 63/2 appraisal [3] 180/9 181/22 198/21 Appreciate [1] 184/2 approach [1] 193/9 approached [3] 159/1 160/14 160/16 appropriate [5] 57/12 60/6 60/9 101/6 104/5 approximate [1] 158/19 approximately [2] 14/17 145/17 April [6] 16/9 144/1 196/3 196/6 201/19 203/10 April 5 [1] 144/1 April 9 [2] 196/3 196/6 are [90] 6/24 9/13 21/22 27/21 27/22 29/1 29/1 35/7 36/6 37/19 37/20 37/24 38/22 39/8 41/6 42/10 44/19 48/22 51/3 53/17 54/1 55/15 61/25 62/8 63/10 65/23 65/25 66/21 67/18 68/22 69/5 69/8 70/9 70/11 70/16 70/21 72/14 72/24 74/13
----------	--	---	--	---

(4) Alessi... - are

A are... [51] 78/3 80/7 80/8 82/24 85/8 85/12 85/16 88/12 89/3 90/8 98/15 98/16 101/4 105/23 105/23 107/24 111/8 112/4 113/20 114/3 116/22 118/9 123/4 124/22 128/1 129/7 133/3 134/6 134/7 134/8 136/22 137/2 142/7 142/8 144/23 152/22 153/2 154/2 154/7 155/22 159/13 167/21 171/14 173/15 174/13 175/5 177/25 180/21 183/8 197/15 200/8 area [2] 90/1 142/16 areas [2] 98/14 98/14 aren't [1] 45/23 arena [2] 135/4 135/7 argue [1] 31/22 argument [1] 14/1 argumentative [2] 53/20 54/19 around [13] 13/10 47/16 51/2 89/4 125/14 126/18 127/13 143/7 145/10 153/15 158/21 183/14 187/1 article [7] 71/15 71/16 71/17 71/19 71/22 72/1 74/1 as [173] 6/11 6/18 6/18 11/9 12/7 12/7 12/14 12/15 13/3 14/3 16/1 16/24 17/5 17/16 18/2 19/7 20/10 22/2 23/6 26/18 29/21 29/21 30/2 30/7 30/9 30/14 30/15 30/18 32/2 32/12 32/13 32/13 32/21 33/2 33/11 33/11 35/8 35/8 35/10 35/10 36/3 36/4 41/11 42/20 44/4 44/21 45/19 45/22 46/3 48/10 48/10 56/12 61/22 62/13 62/13 62/19 63/22 66/10 66/10 67/6 72/23 73/20 75/16 78/23 79/16 79/22 79/24 80/6 81/25 82/1 83/13 84/4 85/9 85/23 86/5 86/6 86/9 86/18 87/13 88/11 88/11 90/3 90/12 90/19 90/21 91/5 91/5 92/2 92/4 92/18 93/4 94/9 95/9 95/10 99/7 100/7 103/6 104/6 106/14 106/22 107/3 108/12 109/5 109/14 109/23 110/2 110/22 111/19 113/12 113/14 113/14 113/18 114/18 117/23 119/1 124/20 125/10 125/15 128/10 130/21 133/6 133/16 133/16 133/17 135/11 137/1 137/4 139/11 139/19 142/24 143/23 143/23 145/9 148/4 149/12 150/6 152/4 155/24 157/4 157/18 158/8 158/8 158/14 159/18 166/19 166/19 167/19 169/19 173/9 173/18 173/19 173/25 174/20 174/23 175/23 176/1 176/8 183/9 183/9 183/21 183/22 183/25 189/25 192/23 192/25 193/2 194/2 201/1 201/21 201/24 202/4 202/4 202/21 ascertain [1] 101/2 ask [25] 8/18 10/2 16/18 42/10 48/3 50/20 55/3 77/3 90/23 94/7 124/19 139/8 140/2 141/6 153/7 160/20 161/12 163/15 170/22 181/13 182/3 189/11 199/2 200/22 202/11 asked [7] 55/4 55/12 148/24 150/11 170/25 179/11 200/21 asking [17] 31/11 46/7 46/22 48/19 48/22 51/8 51/9 54/3 56/15 60/16 72/19 72/20 100/5 110/8 122/7 180/1 194/5 aspect [1] 15/4 assessed [2] 159/17 159/17 assessment [14] 15/7 84/13 98/8 98/10 98/18 98/20 99/1 99/12 100/4 100/9 102/16 117/18 132/20 136/24 assessments [15] 10/23 11/2 16/3 16/8 16/11 41/2 71/23 72/7 73/12 73/20 136/7 136/17 147/8 149/6 149/10 assessor [1] 89/24 assessor's [2] 103/23 104/2 assets [1] 156/24 assign [1] 41/10 assignee [1] 181/9 assignment [4] 103/12 104/10 104/21 108/25 assignments [2] 103/11 103/24 assist [1] 101/5 assistant [2] 89/12 115/18 associated [2] 42/7 54/15 association [62] 1/9 15/2 16/11 17/19 17/21 17/24 18/7 18/12 36/9 37/25 42/7 42/15 42/16 43/18 44/7 46/5 46/20 47/6 47/23 48/9 48/15 48/20 48/24 49/7 52/24 54/22 57/24 66/24 67/19 69/6 70/12 71/17 93/16 94/6 94/10 95/18 96/5 103/4 103/15 104/20 106/22 107/18 108/9 112/12 112/13 112/19 113/7 114/12 131/19 132/19 132/20 138/8 148/5 148/17 159/24 193/21 194/18 194/21 195/14 195/16 195/23 201/9 associations [4] 10/25 95/5 148/24 148/25 assumably [1] 56/4 assume [2] 23/10 56/16 assuming [2] 53/13 188/14 assumption [4] 23/9 116/2 140/2 140/25 at [283] attached [2] 162/14 181/23 attachments [1] 150/18 attempt [2] 75/24 182/7 attempted [1] 11/10 attend [10] 124/11 124/12 124/14 125/8 135/8 156/11 156/16 185/15 187/4 187/7 attended [2] 125/12 184/9 attending [2] 140/22 146/21 attention [1] 57/2 attest [2] 54/9 56/13 attorney [43] 54/22 55/1 84/5 93/24 94/11 94/12 95/7 96/4 96/24 97/17 115/24 116/6 136/22 157/7 157/9 158/9 158/15 164/19 164/23 164/25 168/15 170/22 173/8 176/1 178/3 178/6 184/12 184/14 184/15 184/16 193/2 197/1 199/6 199/13 200/13 200/14 200/19 200/22 201/13 201/17 202/4 202/5 202/19 attorney's [1] 24/24 attorney-client [1] 97/17 attorneys [9] 94/15 94/15 94/19 121/10 121/25 122/3 158/23 165/3 169/6 auction [12] 13/9 123/3 139/21 140/18 156/6 163/11 173/20 173/24 173/24 173/25 177/8 177/9 auctions [2] 175/18 187/24 audible [3] 34/19 172/12 200/16 August [2] 67/20 78/16 authenticity [1] 99/17 authoritative [1] 20/13 authorization [1] 170/8 authorize [3] 181/12 182/7 183/20 authorized [7] 93/15 113/20 170/16 172/18 178/13 182/17 201/8 authorizing [1] 178/6 automatically [1] 110/25 availability [4] 8/4 8/10 65/9 74/25 available [8] 8/23 43/6 43/12 43/15 43/16 43/20 81/23 103/22 AVENUE [5] 2/7 2/19 38/3 39/22 57/25 avoid [1] 142/25 aware [17] 27/19				
--	--	--	--	--

(5) are... - aware

A aware... [16] 80/10 89/3 89/9 92/12 129/16 133/8 133/21 139/25 140/23 146/22 162/8 163/8 173/16 177/5 177/7 178/12 awareness [1] 126/12 away [2] 10/19 128/24 Awesome [1] 167/17	27/14 27/19 31/2 31/19 35/5 35/8 35/15 35/21 36/9 36/12 37/19 37/25 38/7 38/9 38/12 38/23 39/3 39/12 39/16 39/18 40/2 40/5 40/9 40/11 40/21 40/21 41/23 42/1 42/14 42/17 42/22 44/3 44/6 45/20 46/3 46/14 46/18 47/5 47/18 47/22 48/8 48/20 49/6 49/8 50/8 51/10 52/3 52/6 52/11 52/19 52/22 52/23 52/25 53/18 54/15 55/16 56/1 57/24 58/5 58/11 58/18 58/20 58/23 59/1 61/25 63/20 82/20 83/1 100/5 100/14 102/24 103/3 104/19 104/20 106/22 107/18 108/9 108/13 110/7 110/22 112/11 112/12 112/13 112/14 112/18 112/19 113/6 114/12 114/25 139/3 144/6 145/1 145/22 151/9 151/12 181/10 183/14 183/21 bank's [21] 7/14 26/10 26/12 26/20 27/12 27/18 29/24 30/14 34/17 37/9 38/15 39/21 40/2 41/18 42/3 42/6 42/11 43/2 44/12 50/22 61/25 bankruptcy [12] 12/16 165/10 165/20 167/7 168/3 170/11 170/16 170/19 172/3 172/23 179/25 183/20 banks [1] 85/5 bargain [1] 13/5 bars [1] 23/12 based [23] 12/20 20/25 21/5 21/6 29/16 31/17 60/10	72/13 74/24 90/4 103/8 104/16 114/23 123/6 139/8 140/6 140/20 140/21 148/14 149/11 191/15 200/17 202/18 basically [6] 69/1 90/8 119/12 140/12 164/4 164/20 basing [1] 21/22 basis [4] 30/5 31/16 36/16 149/3 Bates [9] 28/20 28/22 34/1 87/24 106/2 106/5 106/9 106/10 154/6 be [213] bear [2] 107/4 145/11 beast [1] 9/25 beauties [1] 8/3 beauty [1] 82/9 became [6] 10/9 10/17 10/23 41/17 67/20 73/21 because [33] 8/21 9/13 12/12 14/13 14/16 28/10 32/6 32/20 56/16 81/4 81/19 85/4 105/1 108/15 127/1 127/2 129/21 130/21 131/4 134/24 135/3 140/5 158/9 160/17 163/16 163/17 164/5 164/18 175/6 178/15 184/18 187/8 192/4 BECKOM [3] 2/5 6/16 82/19 become [3] 8/3 78/14 147/6 becomes [1] 160/13 becoming [1] 73/12 been [58] 12/9 17/3 30/8 31/14 43/20 47/1 47/10 48/17 49/9 50/4 55/16 55/17 67/4 67/22 75/22 75/24 76/5 83/3 83/11 89/9 90/1 95/25 96/1 96/2 97/1 97/22 99/13 110/11 114/24 114/25	115/25 129/17 138/14 138/20 138/23 140/15 141/11 145/11 146/22 146/23 152/2 153/15 157/12 160/19 162/25 165/11 168/23 176/2 178/2 179/9 180/11 182/23 186/13 187/15 190/16 190/22 191/13 199/12 before [42] 1/18 11/8 18/24 19/9 28/8 28/10 28/25 29/10 64/24 73/17 89/25 90/3 93/9 93/12 93/13 97/10 100/21 100/24 104/24 120/7 124/23 128/12 128/17 145/18 154/15 158/6 163/20 164/24 166/24 168/7 169/15 176/3 177/9 177/23 178/19 181/13 184/12 185/23 186/10 190/21 198/13 204/6 BEFORE-ENTITLED [1] 204/6 beforehand [1] 7/21 began [2] 10/24 16/6 beginning [7] 122/11 128/18 130/13 130/17 130/22 162/20 201/19 begins [2] 101/18 101/19 behalf [27] 6/16 6/18 13/2 17/20 18/11 18/13 37/25 52/6 52/11 82/20 85/20 92/6 94/6 94/13 113/20 115/11 123/1 131/18 138/21 138/22 147/4 168/4 179/17 180/8 200/8 201/10 202/5 behind [2] 18/16	22/8 being [25] 11/3 30/18 54/22 56/5 64/7 79/22 83/24 85/17 95/14 98/21 105/4 106/22 112/8 120/16 127/10 127/11 128/16 140/7 148/6 152/14 155/5 165/7 175/23 180/23 192/1 belief [1] 167/23 believe [52] 14/9 14/21 18/3 19/4 19/20 22/9 28/3 28/11 35/17 43/7 43/19 44/24 51/25 52/2 54/4 56/14 61/5 61/16 62/14 71/9 71/12 77/2 87/8 87/14 87/24 95/5 96/21 97/21 100/14 108/15 109/10 111/3 116/11 125/4 125/6 125/12 133/13 146/18 150/11 150/16 151/6 153/4 156/15 167/2 168/24 174/15 176/1 180/16 183/4 196/6 196/16 200/20 below [7] 22/22 22/23 38/3 166/12 167/25 181/5 181/9 bench [4] 1/16 8/3 67/25 82/9 beneficiary [7] 12/24 103/3 113/22 114/3 114/3 114/9 114/19 benefit [1] 52/21 beside [2] 156/24 156/25 best [5] 9/15 35/3 65/3 167/22 204/11 better [5] 55/16 109/3 129/6 139/20 192/14 between [15] 11/5 26/13 27/14 31/18 36/9 36/12 40/21 59/16 70/1 88/22 91/13 147/13 161/23 164/5 198/3 beware [2] 119/13 119/16
--	--	--	---	--

(6) aware... - beware

B	34/14 42/21 45/15 58/18	153/10	163/10 164/17 164/21 168/12	35/24 42/16 44/11 45/17 46/11 48/3
beyond [1] 145/25	both [16] 14/13	brokerage [2] 153/12 153/17	168/22 169/6	54/8 56/15 57/2
BFP [2] 31/2 33/3	32/12 66/10 101/11	brokering [1] 153/25	170/10 170/23	57/5 62/11 62/15
bid [10] 139/3	102/23 103/2	Bronco [1] 115/20	172/15 172/18	62/23 64/2 64/6
140/12 140/15	113/13 131/7	brought [1] 158/4	173/15 175/4 175/8	64/14 64/21 65/8
188/19 191/4 191/7	170/15 172/7	Bryan [4] 6/18	175/9 175/21 176/6	65/9 65/10 66/2
191/7 191/13	172/10 182/4 183/8	16/25 17/2 17/9	180/6 182/14 183/3	66/14 66/18 67/1
191/14 192/7	202/3 202/4 202/24	building [1] 140/1	183/7 183/19	67/15 69/19 71/2
bidder [7] 13/12	bottom [19] 19/4	bunch [1] 187/15	184/18 185/14	71/16 75/15 75/16
123/3 135/22 191/7	20/18 20/19 24/12	bus [1] 188/2	186/13 186/14	75/17 75/17 75/18
191/8 191/9 192/1	34/20 37/22 69/19	business [4] 30/17	186/15 189/1	75/19 76/22 76/25
bidders [4] 12/6	88/25 93/14 99/15	76/5 153/23 186/24	189/12 190/8	77/8 81/19 81/23
135/8 135/20	99/19 106/1 157/15	busy [3] 64/4 64/5	191/12 200/14	82/3 84/6 86/2
189/19	166/16 171/6	64/8	200/25 201/17	90/21 90/22 93/6
bidding [14]	171/22 173/2	but [145] 7/2 9/4	202/22	99/11 99/22 100/13
138/13 139/12	177/13 200/2	10/19 13/6 15/9	buy [1] 201/25	101/17 102/17
139/17 139/21	Bourne [15] 12/15	15/19 15/22 16/14	buyer [5] 91/9	102/23 103/2
140/8 161/18	12/18 13/3 13/17	17/4 25/24 27/9	119/13 119/16	103/24 104/7 106/4
173/21 188/13	32/13 164/13 166/9	27/18 28/16 30/23	123/7 150/1	107/3 107/17
188/14 189/16	166/20 168/4	31/9 32/1 33/6 33/9	buyers [1] 70/14	107/21 109/3
189/22 189/25	170/11 170/16	51/14 51/25 53/9	buying [6] 23/10	109/15 109/23
190/8 192/2	174/9 178/16	53/11 62/13 63/4	137/11 138/9	111/19 112/7
bifurcate [2]	179/25 183/10	65/4 65/8 65/22	153/24 190/13	114/11 114/11
181/23 182/8	box [1] 171/14	66/2 67/5 67/24	198/18	114/11 115/13
big [5] 9/25 18/21	brand [1] 162/21	68/6 71/14 72/16		120/9 120/23 121/3
127/2 132/14 192/1	brand-new [1]	72/24 72/25 73/2		123/21 125/25
bills [1] 22/9	162/21	73/25 75/3 75/14	C	127/20 127/21
binder [5] 18/15	breach [14] 23/18	76/10 76/13 77/8	calculated [1]	128/15 128/23
18/20 18/21 18/22	25/14 26/13 26/17	77/15 77/16 79/13	16/12	131/8 131/25
86/3	27/13 28/1 31/17	83/12 87/4 87/15	calculus [1] 91/17	133/16 139/19
birth [1] 152/9	31/18 31/23 32/19	88/19 88/24 89/21	calendar [5] 66/3	141/15 141/23
bit [6] 29/5 88/19	33/6 33/10 33/20	92/8 94/1 94/11	67/23 134/15	142/25 144/1 144/7
142/13 162/3	34/8	94/21 95/19 97/3	135/17 149/9	145/11 145/21
178/18 185/10	breaches [2] 34/9	97/6 97/7 97/9	California [6] 84/5	147/1 148/4 149/12
blurry [1] 88/19	34/11	97/11 97/21 100/8	84/17 84/18 93/23	150/9 155/7 155/9
board [7] 7/19	break [3] 63/11	100/23 102/18	96/23 136/22	158/6 159/3 165/25
74/13 74/16 74/17	81/20 141/14	104/1 104/13 105/3	call [19] 16/24	168/18 172/7
74/19 76/25 142/11	breeze [1] 125/16	107/6 108/12	34/3 62/8 64/2	172/10 172/13
body [1] 101/25	Brian [2] 68/3	109/15 109/15	66/20 66/23 70/7	173/2 176/24
Bohn [5] 157/12	179/13	109/23 112/20	81/12 81/14 81/23	179/18 182/4
158/8 165/2 195/12	Bridge [7] 153/12	113/3 113/7 113/11	82/1 82/3 83/2	182/17 183/4
197/2	153/17 153/20	114/11 115/2	143/23 151/23	183/18 186/3 186/4
boilerplate [4]	177/16 179/2 179/5	118/25 121/21	190/4 190/5 190/14	187/14 189/6
117/23 118/23	180/8	124/14 127/25	190/15	190/16 192/7
120/17 120/24	brief [3] 78/2	128/9 128/9 128/19	called [5] 15/4	192/15 202/3
bold [4] 37/23	96/22 199/17	129/1 129/24	64/7 79/16 84/12	202/11 202/17
98/14 116/21	briefed [1] 85/25	130/10 130/15	142/15	202/24
131/25	briefly [1] 64/24	131/9 133/5 133/21	calling [2] 7/4	can't [16] 54/9
bolded [1] 98/14	bring [6] 14/7	138/20 139/5 141/7	62/13	56/12 75/13 97/6
boldface [1]	64/14 66/14 188/24	142/19 143/4 146/7	calls [3] 47/11	97/11 99/7 100/16
132/14	189/3 189/9	152/3 152/16	55/21 60/12	123/24 131/9
bona [4] 12/12	brings [7] 86/22	156/12 156/15	came [9] 105/13	137/12 168/6
14/3 14/8 14/10	87/23 89/5 107/20	159/10 159/23	109/11 126/20	173/13 177/24
book [2] 69/17	132/4 152/17	160/13 160/15	127/8 128/12	186/13 186/18
111/10	172/20	160/25 161/21	128/14 148/21	190/12
borrower [10]	broadly [1] 165/9	161/21 162/2	149/23 189/24	cancel [1] 28/9
10/19 10/21 10/22	broker [2] 52/15		can [126] 7/22	canceled [1] 83/3
24/25 26/7 26/16			7/22 9/7 9/10 9/19	
			17/23 20/3 33/6	

(7) beyond - canceled

C cannot [9] 23/10 32/22 93/24 110/4 113/9 131/2 137/3 176/20 192/4 Canyon [7] 193/21 194/5 194/10 194/18 195/1 195/14 195/15 capacity [1] 157/18 capitalized [1] 131/25 capitals [1] 116/22 caption [2] 194/16 195/1 captioned [2] 193/21 195/22 captions [1] 194/8 car [1] 188/5 care [1] 69/3 careful [1] 119/10 case [39] 1/1 7/6 8/5 10/6 13/20 14/5 15/7 15/17 16/1 16/5 44/17 50/21 63/15 63/23 115/25 116/8 123/1 127/4 144/7 145/19 149/3 149/3 167/7 167/19 179/19 180/2 183/18 194/6 194/11 195/6 195/9 195/13 195/21 195/25 196/2 196/4 200/20 201/17 203/9 case-by-case [1] 149/3 caseload [1] 96/24 cases [5] 21/3 21/3 45/23 171/1 182/24 cash [1] 13/13 cause [2] 26/4 185/19 caution [7] 58/8 118/11 118/14 118/15 119/2 120/20 121/6 cautioned [1] 119/23 cautioning [2] 118/7 120/10 CC [32] 12/7 70/7 70/9 70/10 70/25 71/3 72/13 72/14 72/20 72/20 73/1 73/25 74/3 74/5	74/23 74/24 75/2 75/4 75/21 75/22 75/25 76/4 76/7 76/9 76/14 132/22 133/1 133/2 133/3 133/4 133/7 133/10 CCR [2] 1/24 204/17 cell [1] 62/15 certain [3] 45/14 45/15 90/2 certainly [8] 93/12 94/16 100/23 128/21 135/10 135/13 162/2 201/15 certainty [4] 77/8 130/24 131/2 131/10 CERTIFICATE [1] 204/1 certified [7] 79/21 99/19 105/9 143/1 143/14 144/12 204/4 certify [2] 182/12 204/5 challenge [1] 77/1 chamber [1] 127/9 chance [5] 8/8 9/9 69/14 193/12 198/23 changes [2] 62/15 72/15 Chapter [1] 85/6 Chapter 7 [1] 85/6 charges [2] 41/4 149/7 CHARLES [3] 3/4 6/12 82/21 Charleston [1] 187/2 check [4] 30/10 64/6 66/2 148/21 checked [1] 65/20 Cheryl [4] 179/7 180/7 180/12 199/12 Cincinnati [1] 39/2 circled [1] 36/25 circulation [1] 134/13 civil [5] 67/25 95/14 95/17 95/19 95/23 claim [11] 31/18 102/12 160/9 171/10 171/11	173/6 173/15 173/16 173/25 176/3 184/1 claimant [2] 6/11 13/2 claiming [1] 173/15 claims [8] 40/24 41/9 41/11 176/2 176/6 176/8 181/24 181/25 clarification [2] 61/10 176/22 clarified [1] 183/2 clarify [5] 33/21 118/18 133/13 134/22 183/1 clarity [1] 170/15 CLARK [10] 1/7 103/21 104/1 185/24 185/25 187/21 197/10 197/16 204/3 204/14 class [2] 57/11 59/22 clause [5] 37/18 133/5 133/22 133/22 134/23 clauses [3] 133/9 134/24 137/7 clear [24] 32/7 36/2 44/1 77/6 91/9 91/14 91/20 92/25 93/3 126/4 127/25 129/8 129/22 158/4 159/1 159/11 159/21 160/4 160/5 160/13 160/22 161/1 190/6 190/19 clearly [3] 30/16 133/16 176/8 Clerk [1] 137/23 client [12] 13/4 14/10 82/23 92/6 95/11 97/17 135/22 135/24 138/19 148/15 148/17 148/18 clients [3] 95/9 95/12 142/10 close [3] 159/5 159/7 159/9 closing [2] 52/15 53/11 code [1] 131/25 collateral [4] 24/18 25/23 25/23	178/1 colleague [1] 61/16 collect [1] 24/17 collection [20] 24/14 24/23 42/18 45/9 45/22 46/14 68/25 75/6 75/11 75/12 76/17 84/13 85/19 86/21 87/22 98/10 99/4 101/1 107/13 136/24 collections [1] 75/20 column [11] 23/21 24/13 25/3 88/24 89/19 169/21 171/10 171/19 173/10 173/10 174/20 côme [10] 25/19 27/2 82/2 91/3 127/15 149/22 156/4 182/11 192/7 197/17 comfortable [2] 104/23 146/1 coming [5] 30/15 42/3 122/14 129/7 141/8 commensurate [1] 190/11 comment [2] 176/20 176/21 commercial [2] 31/3 33/3 commercially [2] 14/16 14/18 commission [1] 26/2 commit [1] 105/4 common [1] 91/25 commonly [1] 23/5 communications [1] 50/9 community [3] 67/20 68/21 68/23 companies [2] 55/15 158/2 company [33] 20/13 51/16 52/1 52/14 52/17 53/11 53/14 54/25 55/9 55/12 55/13 56/17 68/16 78/12 102/24 112/12 112/14 112/19 139/10	140/7 142/10 147/3 148/18 151/8 159/4 163/24 164/10 164/12 173/9 177/19 179/5 179/16 179/17 company's [1] 44/8 comparative [7] 178/22 178/23 178/24 179/6 179/9 179/12 179/15 compare [1] 123/10 compared [1] 190/3 competent [1] 30/14 complete [5] 50/22 54/4 107/8 159/2 163/16 comply [1] 109/25 comport [1] 121/9 comps [1] 178/25 computer [1] 111/4 concern [2] 119/22 183/16 concerned [3] 8/1 8/4 183/19 concerning [6] 13/20 47/18 54/6 54/17 55/18 197/21 concluded [1] 203/23 conclusion [5] 46/8 55/22 105/24 106/6 119/6 conclusions [2] 46/10 46/22 condition [2] 174/22 190/12 conditions [2] 70/4 132/22 conduct [3] 87/5 87/9 129/14 conducted [2] 63/20 137/6 conducting [1] 138/25 conference [2] 124/13 128/20 conferences [1] 18/2 conflict [2] 159/18 159/19 conflicting [1] 133/4
---	---	---	---	---

(8) cannot - conflicting

C	contractor [3] 179/7 179/17 198/22	70/6 70/8 70/20 71/12 71/18 71/19 71/23 72/2 72/4 72/5 72/8 72/22 72/23 72/24 73/1 73/13 73/14 74/11 74/12 74/14 74/15 76/11 76/12 76/15 76/16 81/5 84/7 84/25 86/15 86/21 87/11 92/10 92/11 93/21 94/24 97/8 99/24 100/12 101/8 101/24 102/17 102/20 102/25 103/4 104/3 104/13 104/21 107/16 108/18 109/18 109/19 111/5 112/8 112/12 112/13 112/15 115/15 116/15 117/12 117/13 131/11 131/21 132/1 132/5 133/14 134/7 136/22 136/23 139/6 139/7 143/4 145/2 146/8 146/9 148/9 149/18 149/20 150/13 150/25 154/20 156/6 156/17 160/22 162/24 163/1 164/7 164/10 164/14 165/19 166/21 167/22 169/18 170/5 170/13 170/17 170/18 172/4 172/8 175/6 177/17 182/5 182/16 183/11 183/21 184/9 184/12 184/13 188/14 191/16 192/11 193/3 193/4 194/12 195/20 196/9 196/14 196/15 196/25 200/3 200/7 202/18	27/6 38/12 48/6 48/8 49/3 54/13 56/3 56/14 65/7 65/14 65/18 65/21 68/2 77/4 78/2 78/5 81/9 90/10 107/7 107/7 113/16 113/17 134/16 136/14 142/11 147/9 148/11 150/3 150/5 150/23 157/12 159/1 161/5 couldn't [2] 68/5 171/1 counsel [14] 7/21 13/8 15/10 46/1 46/1 46/1 62/22 84/14 90/14 95/4 95/17 137/20 150/5 150/12 counter [2] 6/11 13/2 counter-claimant [2] 6/11 13/2 countermotion [1] 124/20 Country [3] 39/14 109/8 109/13 county [15] 1/7 78/7 103/21 104/1 134/11 134/13 161/2 161/16 185/24 185/25 187/21 197/10 197/16 204/3 204/14 couple [14] 36/22 37/16 59/9 127/22 128/16 138/23 153/7 158/16 158/17 160/24 160/24 167/12 170/1 175/17 course [2] 29/23 72/14 court [58] 1/6 1/19 7/12 13/3 13/17 14/6 14/15 14/22 15/5 15/12 16/1 16/18 32/20 34/5 37/21 42/16 50/21 63/4 84/1 87/13 106/5 113/19 115/1 115/8 119/14 126/18 128/3 128/15 129/8 129/13 129/16 130/7 131/1 136/19	137/1 148/11 158/11 158/11 164/14 166/10 166/20 168/4 170/11 170/17 171/17 172/24 173/5 173/13 173/14 174/9 178/16 179/25 181/21 182/25 182/25 183/11 191/22 201/17 Court's [3] 81/1 141/3 190/25 courtroom [2] 65/2 127/9 courts [4] 126/23 127/5 127/16 137/1 covenant [3] 71/23 117/15 118/4 covenants [2] 70/4 132/22 cover [6] 98/24 99/8 99/10 99/13 99/19 143/23 crazy [2] 137/19 138/9 create [1] 54/8 created [2] 15/21 144/11 creates [1] 116/23 creating [1] 55/20 credit [12] 10/12 10/13 22/5 22/10 29/19 43/8 43/11 43/12 43/16 43/16 43/20 43/24 credited [1] 149/17 creditor [8] 173/14 173/20 173/24 176/25 177/8 181/24 183/21 183/22 creditors [1] 176/5 CRIMSON [1] 2/19 cross [6] 45/1 45/4 77/23 142/2 169/6 192/21 Cross-examination [5] 45/1 45/4 77/23 142/2 192/21 cruise [1] 181/15 crying [2] 138/21 138/22 cure [1] 25/8 current [5] 12/23 13/4 13/16 26/23
----------	---	--	---	--

(9) conflicts - current

C	dealt [1] 132/4	113/15 113/18	defendant [14]	depositions [4]
current... [1]	death [1] 26/7	113/20 113/25	1/13 6/10 13/2 13/4	17/25 84/3 84/7
169/22	debt [3] 24/17	114/2 114/4 114/9	16/19 32/7 82/22	85/23
currently [8] 35/8	40/17 123/20	114/10 114/17	124/20 194/3	depressed [10]
75/8 75/11 75/12	debtor [2] 167/19	114/18 114/19	194/20 194/21	138/14 139/12
76/23 84/3 85/2	181/21	114/20 120/6 122/9	195/8 195/25 200/3	139/14 139/16
93/25	debtor's [1]	122/18 122/25	defendants [1]	139/24 140/9 190/1
custodian [5]	169/22	122/25 123/4	11/1	190/4 192/2 192/3
86/10 86/18 86/19	deceased [5]	123/19 138/15	defending [1]	DEPT [1] 1/3
107/12 140/7	26/25 27/1 34/14	138/17 138/18	194/7	depth [2] 125/20
customers [1]	79/14 79/23	150/25 151/3	defense [1] 16/21	125/22
45/14	December [8]	154/18 154/19	defenses [1] 41/11	describe [2] 144/1
cut [1] 88/22	34/23 35/1 35/4	156/5 157/13	deficiency [1] 24/4	189/25
D	85/6 143/8 143/11	157/14 158/5 161/9	define [1] 165/9	described [1]
Dakota [9] 38/4	147/17 147/18	161/19 161/24	definition [1]	139/11
39/23 44/3 58/1	December 20 [1]	161/24 162/5 162/5	192/7	describing [1]
58/6 58/12 59/3	143/11	162/14 162/16	degree [2] 69/16	143/6
145/2 145/23	December 2011	162/23 163/13	84/15	description [3] 5/2
data [4] 30/1 98/16	[1] 147/17	163/14 166/19	delayed [1] 11/12	88/13 171/12
111/20 116/22	December 20th [1]	166/20 177/8 184/8	delineate [1]	designate [1] 80/6
date [24] 21/17	143/8	188/18 191/6	40/11	designated [2]
21/25 29/21 34/18	December 28 [1]	191/15 198/3 198/7	delineated [2]	57/14 80/5
34/22 34/23 51/11	147/18	201/4 201/10	44/4 57/24	despondently [1]
51/16 89/14 98/15	decision [8] 32/2	deeded [1] 12/15	delinquency [4]	92/9
108/3 145/4 145/18	32/25 121/12	deeds [7] 52/13	10/24 29/21 30/2	destroy [2] 14/3
146/3 146/10	126/19 126/20	94/9 102/7 160/8	34/22	14/8
147/13 147/16	128/12 128/14	161/4 161/8 162/1	delinquent [18]	destroyed [1] 21/4
150/6 171/10	189/24	deemed [2] 61/1	10/23 16/6 75/15	destructive [1]
171/11 193/2 195/6	decisions [1]	61/18	76/19 98/8 98/10	26/2
196/2 203/8	128/16	deeper [1] 162/3	98/18 98/20 99/1	determination [7]
dated [4] 1/21	declaration [2]	default [53] 10/17	99/11 100/3 100/4	27/2 32/2 80/6
102/8 122/19	70/3 132/21	11/14 11/16 11/23	100/6 100/9 102/15	110/6 110/21
132/18	declare [1] 167/19	12/1 24/18 24/22	143/18 144/4 147/6	111/13 134/2
dates [2] 29/18	decrease [2] 22/22	25/3 25/6 30/16	delivering [2]	determine [4]
113/3	22/23	31/15 32/23 35/8	57/10 59/21	30/10 101/23
dating [2] 16/9	deed [117] 5/5	42/25 43/3 44/7	DELQ [2] 34/18	129/16 136/20
58/21	10/14 10/18 11/18	44/13 44/18 45/21	34/23	determining [1]
David [9] 66/8	12/4 12/9 12/12	46/4 46/19 47/12	demonstrate [1]	91/17
68/4 68/5 68/5 83/2	12/17 12/24 13/5	47/13 103/15	29/20	did [125] 11/25
83/10 83/17 86/9	14/2 14/6 15/11	103/18 104/15	demonstrating [1]	15/8 18/10 18/12
86/14	15/15 15/19 31/14	105/20 105/21	126/12	21/17 22/3 28/5
day [11] 13/13	32/4 35/23 36/8	106/7 107/2 107/19	denoted [1] 101/7	35/4 40/6 40/9
28/10 30/24 33/6	36/11 37/17 37/20	107/22 108/8	department [8]	41/23 42/2 42/5
107/22 146/8	38/15 39/19 40/1	108/17 109/6 110/6	42/19 45/9 45/17	44/11 47/21 48/20
163/17 177/8 188/8	40/7 41/18 43/21	110/17 112/20	46/15 65/21 66/10	50/2 50/8 51/10
189/23 190/21	44/2 48/17 49/16	112/24 113/2 113/8	105/2 115/22	51/13 55/3 78/14
days [11] 75/14	49/22 49/25 50/1	113/14 113/25	departments [1]	79/1 79/2 84/19
75/19 125/14 144/2	50/7 50/10 51/23	114/13 114/16	45/14	85/19 85/21 85/22
145/18 145/24	52/21 53/24 54/2	131/17 132/3 134/6	depending [3]	86/24 87/5 87/9
160/18 184/20	54/6 54/17 55/18	134/8 144/3 144/4	31/13 43/19 148/16	92/8 92/17 92/24
187/8 187/10	57/19 57/21 58/4	144/11 151/5	depends [2]	93/1 93/4 95/8 95/8
187/11	58/12 58/14 58/17	defaulted [2] 25/7	103/10 103/10	95/11 95/13 95/21
de [1] 175/5	58/22 61/21 63/19	25/20	deposed [1] 89/25	95/22 95/23 96/12
deal [2] 64/15	94/9 94/22 94/25	defect [3] 14/11	deposing [1] 92/4	96/14 96/17 97/12
64/15	100/9 102/8 103/12	140/23 175/6	deposition [9]	97/16 97/16 100/1
dealing [2] 20/8	104/9 109/2 109/11	defects [3] 13/20	79/17 79/21 80/4	100/3 100/5 104/9
52/13	109/14 111/11	13/25 33/12	80/8 80/14 161/12	104/11 106/15
	111/11 113/13	defend [1] 41/8	161/14 167/2 167/3	108/3 114/13

(10) current... - did

D did... [68] 114/19 120/2 121/13 121/16 121/18 124/14 125/16 125/22 127/3 127/8 127/19 129/18 133/12 133/17 134/1 134/5 134/21 135/4 135/6 135/7 135/14 135/18 137/5 137/9 137/16 137/17 138/7 139/5 146/3 146/12 147/5 148/2 149/8 149/22 150/17 150/21 153/5 154/9 156/16 157/5 159/10 159/23 160/8 164/16 164/24 165/3 168/3 172/23 174/22 175/25 176/16 179/5 180/7 180/7 181/12 182/3 182/7 197/7 197/20 197/23 198/2 198/6 198/10 198/23 199/1 199/3 200/21 203/8 didn't [28] 15/10 50/5 54/8 90/23 91/23 92/6 92/22 93/1 96/15 119/2 119/9 119/10 119/21 121/4 121/22 124/11 124/11 125/7 125/7 128/23 129/15 133/15 137/13 146/7 157/25 163/11 170/4 175/9 died [1] 26/16 difference [1] 161/22 different [18] 11/18 11/24 25/19 55/20 88/22 90/10 91/3 91/19 104/22 105/1 109/22 113/16 142/14 148/15 156/4 158/15 162/4 201/21 differs [1] 90/4 difficult [1] 76/8 dig [1] 162/3 diminish [1] 175/11	direct [16] 17/12 18/20 18/21 20/16 23/20 29/13 35/24 57/2 57/18 58/5 67/13 83/21 93/14 107/7 109/24 152/11 directed [1] 168/11 directing [1] 57/18 direction [2] 53/4 204/9 directly [6] 30/15 48/23 49/2 49/16 49/21 182/22 directors [1] 142/11 disagree [1] 202/9 discharge [3] 41/17 43/16 43/17 disclose [3] 173/6 176/5 176/7 discuss [2] 121/18 126/3 discussed [10] 37/12 44/2 99/18 106/21 107/14 109/17 121/23 122/1 128/16 201/18 discusses [1] 26/6 discussing [4] 26/7 61/17 126/16 137/6 discussions [3] 122/2 122/8 128/21 dismissed [3] 170/20 170/24 171/1 dispute [16] 156/7 158/1 160/14 160/15 161/22 170/3 170/10 172/6 172/20 175/9 177/5 180/4 188/20 188/22 198/2 200/17 disputed [15] 169/19 173/9 173/9 173/11 176/2 176/3 176/7 176/8 176/25 177/7 183/6 183/6 183/22 184/1 192/4 disputing [2] 160/9 173/15 distributing [1] 148/16 distribution [1] 148/2 148/2 district [4] 1/6 1/19 127/5 128/15 districts [1] 126/23 division [1] 18/8 do [207] doc [1] 105/18 docket [3] 1/2 167/6 167/6 document [121] 5/4 5/6 5/8 15/13 15/14 15/20 18/24 19/6 19/7 19/9 19/12 20/6 20/16 23/9 23/12 28/25 29/10 29/15 30/15 35/7 35/11 35/14 36/4 36/6 37/4 37/7 40/10 44/20 44/21 48/7 49/9 49/15 49/20 49/23 50/14 52/5 52/6 52/9 52/10 52/25 53/4 53/15 54/5 54/8 54/9 54/16 55/10 55/17 55/25 56/13 60/11 60/15 60/20 61/22 62/1 69/21 69/25 70/13 87/21 88/3 88/5 88/15 89/4 89/14 92/13 93/9 93/12 94/5 98/13 98/14 98/16 98/17 100/21 100/23 100/24 101/2 101/22 101/23 103/14 105/7 105/10 105/13 105/19 107/9 107/17 109/7 111/13 111/18 112/2 116/21 116/24 117/4 122/22 123/6 123/8 131/15 132/1 142/18 142/22 143/18 144/21 149/11 154/15 163/20 166/24 170/4 172/16 177/22 178/19 179/24 185/5 186/6 186/10 186/15 199/19 200/17 201/11 201/25 202/19 202/23 203/10	documents [35] 5/7 13/23 13/24 20/10 44/19 44/22 47/18 49/4 51/7 54/6 54/17 70/11 86/20 86/24 93/13 99/16 102/1 102/22 103/8 123/10 134/6 142/14 142/14 150/21 154/7 168/4 168/9 168/17 182/19 183/15 193/6 197/18 197/19 197/20 197/22 does [34] 17/24 18/6 29/15 29/20 29/22 32/5 33/21 34/24 35/21 39/18 43/22 53/24 54/13 54/13 55/25 58/4 58/11 70/13 78/11 86/6 90/17 95/19 95/21 108/7 108/10 109/25 111/1 136/12 141/7 142/21 143/15 145/8 149/4 156/24 doesn't [8] 53/7 54/5 55/11 56/9 91/24 110/24 129/12 185/19 dog [1] 119/21 doing [7] 84/11 85/2 92/22 125/19 163/11 168/15 168/18 dollar [1] 10/16 don't [132] 8/5 9/4 9/12 14/21 17/16 18/19 30/8 32/7 33/6 44/24 47/14 47/15 48/2 49/1 50/3 52/2 52/18 59/6 62/9 62/14 65/8 70/24 75/13 75/19 77/2 84/1 85/21 87/2 89/7 89/8 89/9 89/12 90/15 90/17 92/20 92/21 93/11 94/14 94/18 95/16 95/24 96/9 96/11 97/3 99/6 105/3 105/17 105/18 107/4 107/11 108/14 109/24 110/9 110/23 112/14	112/21 112/22 113/10 119/16 120/11 120/14 120/22 121/11 122/7 125/1 125/3 125/19 126/10 126/14 126/23 127/9 127/11 127/20 127/21 128/23 129/10 129/24 129/24 130/9 130/9 130/14 130/16 131/4 133/4 134/9 137/2 138/12 138/16 139/1 140/5 150/19 156/7 157/7 157/10 159/9 160/14 161/22 164/17 164/20 165/13 165/13 165/16 166/15 169/6 170/3 170/5 170/10 175/21 176/18 178/2 180/4 180/5 180/5 183/17 184/17 184/23 185/2 185/13 186/17 188/10 188/12 188/20 188/22 188/25 189/12 190/13 191/11 199/2 199/10 199/12 200/18 200/19 done [28] 7/22 7/22 8/5 8/6 8/6 8/7 42/17 63/4 65/10 66/19 67/24 77/5 83/7 97/11 141/7 157/21 157/23 158/7 158/9 158/20 160/17 176/6 179/9 179/16 192/15 193/16 193/19 198/21 door [6] 65/1 65/19 65/22 65/23 65/24 65/25 dot [1] 169/7 doubt [2] 96/13 96/15 down [32] 8/22 22/18 23/8 23/8 27/18 39/5 40/24 57/5 62/20 64/9 88/24 93/14 117/3 123/11 124/9 126/20 128/13
--	--	---	---

(11) did... - down

D down... [15] 132/12 138/20 138/23 142/24 143/3 166/12 171/22 174/20 180/22 185/23 188/1 188/2 188/3 188/24 204/5 Downtown [2] 186/23 186/24 dozen [3] 127/15 128/20 128/20 drafted [2] 116/18 116/25 draw [1] 106/6 drawing [1] 105/23 drive [44] 10/7 13/14 23/6 26/11 35/19 37/11 37/12 39/14 42/8 69/9 77/10 78/8 85/9 99/24 109/8 109/13 152/23 154/20 154/23 155/20 156/3 156/10 156/25 157/1 164/7 166/13 169/17 171/24 173/4 173/17 175/8 175/13 176/14 177/14 181/2 182/9 183/9 183/25 188/1 188/4 188/5 196/17 200/10 200/19 drop [2] 142/24 143/3 drop-down [2] 142/24 143/3 due [13] 27/25 29/20 35/11 40/17 41/4 41/6 70/19 73/13 73/21 123/20 133/3 149/5 149/10 dues [2] 68/25 70/21 duly [4] 17/3 67/4 83/11 152/2 during [5] 10/18 99/3 128/18 149/16 158/22 duties [3] 68/22 70/15 95/3 dwelling [1] 25/25 Dying [1] 136/2	E E-d-d-i-e [1] 152/8 each [7] 14/14 58/10 140/13 148/22 171/14 176/3 196/9 earlier [20] 16/12 28/6 34/21 35/17 37/12 50/21 56/12 62/25 66/3 99/18 108/15 108/20 109/17 116/15 139/19 143/22 150/11 150/24 173/19 196/16 early [2] 122/10 185/18 easier [1] 34/5 easily [1] 158/7 East [1] 39/1 easy [5] 74/24 75/2 76/3 76/3 158/8 Eddie [11] 6/21 13/6 82/22 96/19 97/18 124/22 125/19 151/24 152/1 152/8 168/1 Edward [1] 105/10 EDWARDS [35] 1/12 10/11 10/17 18/11 18/13 19/17 19/22 20/14 21/18 22/4 22/7 23/13 24/21 25/13 26/14 26/24 26/25 27/1 27/10 27/14 27/25 28/3 28/5 28/11 31/19 32/14 36/10 36/13 40/21 41/17 41/23 43/10 61/23 99/23 147/5 Edwards' [2] 34/25 37/4 effect [2] 126/25 137/17 efficient [1] 81/20 effort [1] 133/12 efforts [1] 76/19 either [4] 23/17 32/6 51/13 197/24 El [1] 195/22 election [1] 131/18 electronic [7] 19/25 20/24 21/1 21/6 98/12 142/16 170/7 electronically [1]	168/23 Ellis [1] 180/8 else [15] 7/19 14/11 16/21 33/14 56/21 59/8 78/18 80/17 88/14 100/2 175/8 191/14 192/9 197/22 199/16 Elsis [2] 179/7 180/8 EMAIL [1] 2/12 emanate [1] 127/5 employ [1] 153/20 employed [1] 18/4 employee [2] 94/18 110/19 employees [2] 142/22 143/4 employer [1] 36/12 enclosed [1] 99/13 enclosing [1] 50/9 enclosure [3] 99/8 99/9 143/24 encumbering [1] 178/14 encumbrance [1] 120/12 encumbrances [4] 41/3 117/17 118/6 120/4 end [4] 16/18 30/24 89/21 142/15 ended [1] 11/3 ending [4] 91/16 92/9 92/12 92/18 ends [5] 19/6 36/3 69/25 101/18 101/19 enforce [3] 12/23 16/4 21/4 enforceable [3] 133/19 134/1 136/13 engage [10] 92/6 92/22 93/4 95/8 105/2 119/10 120/2 121/16 128/23 133/17 Enjoy [1] 203/20 enough [9] 14/3 58/24 90/24 129/1 136/25 137/14 138/5 141/2 183/19 ensure [1] 119/19 enter [3] 21/17 142/16 143/5 entered [8] 10/11	19/17 30/18 87/15 111/8 111/20 142/23 172/3 entire [4] 7/6 98/11 187/23 197/17 entirety [3] 43/17 155/6 155/7 entities [16] 37/16 38/15 103/8 104/19 105/11 105/18 105/19 105/20 108/18 109/10 111/22 113/17 113/18 125/25 126/2 164/5 entitled [6] 12/22 12/23 14/25 15/3 57/5 204/6 entity [13] 13/14 23/14 23/17 39/8 106/14 109/6 109/16 109/21 109/22 111/14 113/21 148/22 200/15 entries [1] 142/8 entry [8] 107/22 108/4 143/9 143/11 143/25 145/9 148/5 167/6 equal [1] 148/22 equals [1] 191/7 equiline [9] 5/3 19/14 19/18 20/13 20/23 25/14 27/14 28/1 35/5 equity [5] 10/12 18/25 24/5 43/7 120/8 error [1] 58/8 escrow [3] 90/6 91/8 91/20 especially [1] 91/13 ESQ [4] 2/5 2/6 2/18 3/4 Esquire [1] 86/14 establish [5] 31/15 31/16 33/6 33/10 33/11 establishing [1] 31/23 estate [9] 11/9 27/5 28/4 28/13 32/15 153/10 153/24 153/25 153/25	estimate [1] 141/12 estimated [2] 11/5 123/14 evaluate [1] 181/22 even [9] 15/9 51/3 163/10 163/12 168/6 177/9 180/6 184/23 200/12 evening [1] 203/20 event [3] 24/4 24/18 24/22 eventually [1] 160/12 ever [24] 44/12 48/20 51/1 96/3 96/17 100/14 119/4 119/24 121/13 121/18 121/23 125/16 126/3 126/11 126/15 133/12 134/5 137/5 137/9 137/16 138/7 138/14 157/21 197/20 every [12] 44/21 57/18 68/25 104/22 105/1 116/18 124/16 127/14 168/12 168/12 168/13 170/9 everybody [5] 6/14 12/13 124/17 127/24 191/23 everyone [6] 57/19 59/1 70/13 84/1 101/7 136/17 everything [3] 105/4 131/5 148/24 evictions [1] 190/12 evidence [16] 11/15 12/5 12/11 12/21 14/9 14/15 14/19 14/21 16/9 16/16 30/6 71/4 79/22 79/24 101/14 202/7 evidencing [1] 41/7 exact [1] 89/21 exactly [11] 8/6 9/4 97/3 97/24 99/12 110/12 122/24 142/19 143/20 172/15 178/11
---	--	--	---	--

(12) down... - exactly

E examination [14] 17/12 45/1 45/4 56/24 59/11 61/13 67/13 77/23 78/21 83/21 142/2 152/11 192/21 203/6 examined [4] 17/4 67/5 83/12 152/3 examining [1] 49/12 example [1] 139/20 excellent [1] 141/7 except [2] 99/6 191/14 Excuse [1] 9/24 executed [3] 37/6 53/1 132/18 execution [1] 32/16 executor [3] 27/5 28/4 28/13 exhibit [64] 5/2 18/14 18/19 18/21 20/10 21/10 21/15 22/12 23/1 24/1 24/10 28/17 28/20 30/6 33/22 33/25 34/1 34/7 35/24 36/2 36/17 36/20 48/1 49/4 50/13 50/17 51/19 51/21 57/3 59/13 60/10 69/17 69/18 71/6 71/8 71/10 78/3 86/2 86/5 86/9 87/16 142/4 144/8 144/14 146/25 147/10 148/8 149/4 150/3 154/5 155/3 155/10 155/13 165/17 165/22 165/25 166/3 166/5 184/4 184/5 199/4 199/7 201/5 201/12 Exhibit 11 [6] 165/17 165/22 165/25 166/3 199/4 199/7 Exhibit 12 [6] 154/5 155/3 155/10 184/4 201/5 201/12 Exhibit 17 [6] 28/17 28/20 30/6 34/1 48/1 50/13 Exhibit 3 [7] 18/21 20/10 21/10 22/12	23/1 24/1 24/10 Exhibit 4 [8] 35/24 36/2 36/17 51/19 51/21 57/3 59/13 60/10 Exhibit 7 [13] 71/8 71/10 86/2 86/5 86/9 87/16 142/4 144/8 144/14 146/25 148/8 149/4 150/3 Exhibit 8 [1] 78/3 exhibits [2] 5/1 165/19 exists [1] 116/24 expect [5] 65/5 92/17 92/24 93/2 162/15 expected [2] 92/20 92/24 expecting [2] 162/12 163/13 expects [1] 63/20 expense [3] 162/7 162/9 162/16 expenses [1] 123/14 experience [2] 20/8 187/25 expert [4] 90/12 90/15 90/18 170/23 expertise [1] 97/5 experts [2] 7/8 81/4 explain [5] 42/16 84/6 148/11 173/2 182/17 explanation [2] 170/7 178/3 express [2] 118/5 121/13 expressed [1] 117/16 extensive [1] 63/21 extensively [1] 96/25 extent [5] 21/10 87/14 133/2 155/1 159/10 extinguish [2] 73/20 163/13 extinguished [3] 158/6 161/20 163/14 extinguishment [3] 32/4 182/13 182/21	F face [2] 54/1 138/2 fact [14] 7/7 14/1 14/2 14/6 15/8 16/15 16/17 46/8 130/17 132/9 140/11 163/8 170/23 172/21 factors [2] 31/21 33/11 facts [1] 46/9 factual [1] 180/21 fail [2] 25/10 26/3 failed [1] 25/13 failure [3] 25/24 26/1 26/3 fair [11] 11/6 58/24 90/24 125/16 129/1 130/5 138/5 140/19 141/2 170/25 180/22 fairly [1] 65/10 familiar [16] 39/8 42/10 52/17 69/8 69/10 69/12 85/8 85/12 85/16 152/22 153/2 154/16 173/19 173/23 173/25 177/25 Family [3] 195/22 199/23 203/9 Fantastic [1] 155/17 far [8] 35/8 35/10 62/13 88/21 91/5 119/1 120/18 166/19 Fargo [9] 38/4 39/23 44/3 57/25 58/5 58/12 59/2 145/2 145/23 fast [1] 131/13 Fastest [1] 186/6 favor [1] 132/20 Fax [2] 2/11 2/22 February [4] 10/24 147/7 147/13 149/14 February 2010 [1] 10/24 Federal [1] 172/23 fee [2] 159/2 160/16 feel [3] 91/25 104/23 134/1 fees [4] 24/24 148/7 148/25 149/7 fella [2] 115/20	115/21 felt [3] 121/10 139/22 140/13 few [2] 162/1 172/16 fide [4] 12/12 14/4 14/8 14/10 Fidelity [1] 194/20 field [1] 47/11 fields [3] 111/21 116/22 117/12 Fifteen [2] 141/18 141/19 Fifty [1] 69/7 fight [1] 119/21 fighting [1] 190/16 figure [3] 32/8 65/3 201/24 file [36] 40/10 42/6 50/22 85/6 85/22 86/21 87/22 98/10 101/1 104/22 104/24 105/1 105/25 106/17 107/13 110/4 111/10 111/12 112/21 113/9 115/4 115/23 115/24 116/7 122/6 123/25 151/7 151/11 158/10 158/10 160/3 161/5 168/9 168/12 178/6 178/13 filed [14] 26/4 26/9 27/24 58/14 131/21 168/7 168/23 179/20 179/24 182/4 182/4 193/24 195/6 196/2 files [1] 122/6 filing [6] 98/12 98/13 170/16 182/18 183/15 183/20 fill [1] 45/13 finally [2] 15/25 85/5 financial [10] 38/17 38/19 39/1 52/8 53/12 68/24 171/7 171/23 178/7 181/6 find [10] 44/12 51/16 65/21 66/4 66/11 68/8 103/24 107/17 109/16 186/4	fine [7] 10/3 73/7 81/13 81/25 84/21 180/20 185/7 finish [2] 63/5 65/15 finished [2] 62/8 84/23 firm [15] 84/12 84/13 84/24 89/13 93/24 93/25 94/15 94/17 94/18 94/19 95/6 97/2 136/24 144/10 183/13 first [64] 7/14 10/9 12/9 14/2 14/6 14/24 16/24 17/3 21/24 29/21 32/4 34/18 34/22 37/15 40/1 41/19 44/2 54/1 57/11 57/21 59/22 67/4 67/10 68/10 72/8 72/13 74/10 74/10 80/2 83/11 89/19 100/19 101/1 108/21 124/25 136/9 136/18 147/6 152/2 160/8 165/8 165/11 168/5 171/24 172/19 172/25 173/3 173/16 175/23 176/25 177/5 177/7 178/14 181/5 181/9 181/23 182/8 182/20 185/11 192/24 193/7 196/7 198/3 198/7 fit [2] 119/17 120/12 five [10] 19/6 74/17 75/16 156/11 156/12 172/11 172/15 184/20 187/10 190/17 flag [1] 85/6 flip [3] 29/5 165/17 179/14 floor [1] 83/18 focus [3] 13/25 30/25 92/4 focused [1] 92/22 follow [5] 104/17 138/2 161/7 185/15 199/17 followed [1] 46/25 following [4] 25/7 25/21 47/10 102/6
---	--	--	--	---

(13) examination - following

F	four [10] 7/7 54/4 54/18 55/19 56/1 56/10 60/10 61/1 75/16 177/12 fourth [5] 124/2 166/16 186/20 187/1 187/2 frame [1] 158/19 fraud [1] 14/19 free [16] 32/7 92/25 93/3 126/4 129/8 129/22 139/20 158/4 159/1 159/11 159/21 160/4 160/5 160/13 160/22 160/25 frequent [4] 191/17 191/18 191/21 191/24 frequently [2] 187/7 189/7 front [4] 69/17 76/25 86/8 188/7 full [5] 44/9 75/17 76/20 135/22 204/10 fully [1] 129/16 fun [1] 84/9 function [1] 140/16 funds [2] 56/6 58/19 funnest [1] 122/15 further [23] 31/25 44/25 56/19 59/7 61/9 61/10 61/13 62/4 62/5 73/10 77/21 78/17 80/19 112/22 113/9 115/4 151/16 151/17 178/18 192/12 199/15 203/3 203/11 future [3] 10/14 37/17 183/18	126/16 168/11 168/20 185/22 genesis [1] 120/23 gentlemen [2] 9/24 203/15 GEORGE [9] 1/12 10/10 18/11 36/9 61/23 78/25 99/23 105/10 115/21 get [63] 7/7 7/22 7/22 8/5 8/5 8/6 8/6 8/8 9/19 11/21 15/6 15/8 15/10 15/13 25/4 28/16 28/18 32/11 39/19 62/15 63/4 65/7 65/9 65/12 66/18 66/25 67/1 75/17 76/7 76/8 88/14 91/20 93/6 98/15 110/15 111/1 111/7 119/5 119/16 119/16 120/11 120/11 129/15 135/24 142/21 154/13 158/6 158/11 158/13 159/3 163/16 163/18 163/18 167/15 175/2 185/22 188/3 190/6 190/12 190/19 197/23 198/23 199/24 gets [1] 80/5 getting [7] 29/1 65/3 115/17 126/4 137/11 140/11 185/15 give [11] 47/5 48/20 56/4 97/6 113/10 123/24 127/22 137/4 145/8 161/5 168/17 given [11] 45/21 46/4 46/18 54/17 57/10 59/20 59/21 59/21 132/17 148/12 152/9 gives [3] 8/19 74/25 102/7 giving [5] 29/17 48/13 89/21 110/11 129/5 glass [1] 163/19 Glenview [22] 10/25 47/22 47/22 48/9 48/14 49/6 66/24 67/19 68/19	78/14 78/24 79/13 93/16 94/6 94/13 95/18 102/16 115/12 132/19 201/8 201/10 202/6 Glenwest [1] 78/12 go [88] 6/8 8/20 18/14 18/19 22/11 22/25 27/18 35/9 36/22 37/15 38/14 39/5 40/24 55/18 57/5 61/21 64/21 68/10 69/20 71/22 73/10 73/24 81/16 82/17 83/5 84/19 87/12 88/24 91/3 91/4 91/4 93/6 98/6 98/6 98/23 99/22 100/18 101/9 102/2 105/5 109/16 110/8 111/15 111/15 115/9 117/3 119/1 122/13 129/19 131/12 134/17 135/25 145/11 154/5 162/21 163/22 165/17 166/8 167/12 169/5 169/10 170/14 174/5 174/20 175/19 176/9 177/10 177/21 178/4 178/17 178/18 179/14 182/12 182/19 184/4 184/17 184/18 184/18 185/20 185/25 187/8 189/16 199/22 201/2 201/22 201/24 201/25 202/11 goes [5] 58/7 60/21 69/21 99/23 101/11 going [68] 9/4 11/8 13/25 14/9 14/22 16/10 16/11 16/16 16/18 23/20 30/7 32/2 36/22 48/3 53/1 57/23 61/15 63/7 63/10 63/23 66/11 66/15 67/2 68/17 69/18 70/7 70/25 71/3 75/21 76/17 80/7 80/8 82/24 104/23	106/9 113/1 119/5 120/17 121/5 123/9 123/18 124/1 124/9 126/9 128/7 128/12 130/15 130/16 132/13 133/16 137/2 139/12 140/1 141/11 144/14 160/15 163/3 163/22 169/13 175/16 180/13 182/24 183/1 183/14 183/17 186/3 189/5 189/22 gone [1] 116/3 good [29] 6/6 6/7 6/22 6/23 10/4 10/5 13/1 17/14 17/15 45/6 45/7 64/18 67/15 77/25 77/25 78/1 80/24 82/14 83/23 83/25 90/6 138/3 138/16 141/14 152/13 152/15 166/21 187/13 189/1 got [21] 7/12 33/20 34/14 34/14 34/15 60/16 62/25 64/2 76/14 81/16 104/5 119/20 127/2 129/7 129/15 129/21 151/3 163/16 163/18 171/1 174/2 gotten [3] 145/23 164/18 180/24 governing [1] 70/11 grab [1] 18/19 grant [1] 13/5 granted [1] 24/3 grantee [1] 123/7 grantor [10] 40/16 41/2 41/5 41/8 41/10 41/12 60/21 61/17 61/22 62/1 grantor's [1] 41/7 grantors [1] 61/18 great [9] 9/11 103/22 153/12 153/17 153/20 177/16 179/2 179/5 180/8 green [1] 116/4 ground [1] 41/3 group [36] 2/15 6/11 6/13 6/21
follows [4] 17/5 67/6 83/13 152/4 force [2] 20/25 124/7 foreclose [3] 31/17 31/23 33/8 foreclosed [1] 16/17 foreclosing [1] 101/4 foreclosure [57] 12/21 12/22 27/19 28/15 30/21 31/11 32/11 32/12 32/18 42/6 42/16 45/16 73/19 86/1 87/5 87/9 89/13 89/17 90/7 91/12 94/13 94/20 96/6 101/23 107/19 110/2 115/14 116/3 117/11 119/19 119/25 126/17 128/4 130/22 132/10 133/24 136/24 137/10 137/18 138/9 138/15 138/18 138/25 139/4 139/6 139/9 151/9 154/3 156/9 159/14 174/14 175/18 187/18 187/23 188/24 189/17 190/9 foreclosures [4] 104/11 116/4 157/19 159/25 FOREGOING [1] 204/10 foremost [1] 80/2 forgoing [1] 167/20 forgot [1] 171/4 form [7] 19/25 20/4 100/9 100/24 104/20 116/17 126/13 formed [1] 95/25 former [2] 104/8 110/19 forms [1] 104/14 forward [2] 116/5 182/12 foundation [3] 30/8 30/12 104/14 founder [1] 136/23	four [10] 7/7 54/4 54/18 55/19 56/1 56/10 60/10 61/1 75/16 177/12 fourth [5] 124/2 166/16 186/20 187/1 187/2 frame [1] 158/19 fraud [1] 14/19 free [16] 32/7 92/25 93/3 126/4 129/8 129/22 139/20 158/4 159/1 159/11 159/21 160/4 160/5 160/13 160/22 160/25 frequent [4] 191/17 191/18 191/21 191/24 frequently [2] 187/7 189/7 front [4] 69/17 76/25 86/8 188/7 full [5] 44/9 75/17 76/20 135/22 204/10 fully [1] 129/16 fun [1] 84/9 function [1] 140/16 funds [2] 56/6 58/19 funnest [1] 122/15 further [23] 31/25 44/25 56/19 59/7 61/9 61/10 61/13 62/4 62/5 73/10 77/21 78/17 80/19 112/22 113/9 115/4 151/16 151/17 178/18 192/12 199/15 203/3 203/11 future [3] 10/14 37/17 183/18	G gave [3] 47/22 151/12 178/3 geared [1] 120/15 GEISENDORF [4] 3/3 3/4 6/12 82/22 general [10] 74/1 84/14 95/4 95/17 124/14 126/12 126/21 127/18 129/3 134/13 generally [8] 77/5 97/7 97/9 97/25		

(14) follows - group

CERTIFICATE OF SERVICE

In accordance with NRAP 25(b) and (c), I certify that I am an employee of the law office of McCarthy & Holthus, LLP, and that on April 21, 2023, a copy of the forgoing **RESPONDENT'S SUPPLEMENT TO JOINT APPENDIX VOLUME 9** was served electronically, through the Court's e-filing system, to the following person(s):

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Attorneys for Appellant, Resource Group, LLC

Dated: April 21, 2023

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