Docket #0001 Date Filed: 2/8/2013

BEFORE THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re RESCAP,
Debtor

Case No. 12-12020

WENDY ALISON NORA,
Plaintiff

v.

Adversary No.

COMPLAINT
JURY TRIAL DEMANDED

RESIDENTIAL FUNDING COMPANY, LLC, a Delaware limited liability company and wholly owned subsidiary of GMAC-RFC HOLDING COMPANY, LLC, a Delaware limited liability company

RESIDENTIAL ASSET SECURITIES CORPORATION, a Delaware corporation,

RFC TRUST 03 Loan Pool Number RASC2002KSSCONF is a pool of investment securities created by RESIDENTIAL ASSET SECURITIES CORPORATION,

GMAC-RFC HOLDING COMPANY, LLC, a Delaware limited liability company and wholly owned subsidiary of RESIDENTIAL CAPITAL, LLC, a Delaware limited liability company,

RESIDENTIAL CAPITAL, LLC, a Delaware limited liability company, owned by GMAC MORTGAGE GROUP, LLC, a Delaware limited liability company which holds 99% interest and RESCAP INVESTMENTS, LLC, a Delaware limited liability company holds 1% interest,

GMAC MORTGAGE, LLC, is a Delaware limited liability company and is a wholly owned subsidiary of ALLY FINANCIAL, INC., Delaware corporation,

HOMECOMINGS FINANCIAL, LLC is a Delaware limited liability company and is a wholly owned subsidiary of GMAC MORTGAGE GROUP, LLC, a Delaware corporation, the loan servicing duties of which were absorbed by GMAC MORTGAGE, LLC in 2009,

GMAC MORTGAGE GROUP, LLC (hereinafter "GMAC GROUP") is a Delaware corporation and is wholly owned subsidiary of ALLY FINANCIAL, INC., a Delaware corporation,

GMAC FINANCIAL SERVICES (hereinafter "GMAC-FS") is an international private equities group in partnership with CEREBUS CAPITAL MANAGMENT, LP, a private equities group, whose operations in the United States of America were granted Troubled Asset Relief Program (TARP) funds to become a bank holding company,

AEGIS MORTGAGE CORPORATION, a Delaware Corporation, in Chapter 11 Reorganization Proceedings in the United States Bankruptcy Court for the District of Delaware Case No. 07-11119-BLS by Notice of Claim only

ALLY FINANCIAL, INC., a Delaware corporation,

CERBERUS CAPITAL MANAGEMENT, LP, is a Delaware limited partnership,

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation,

MERSCORP HOLDINGS, INC., a Delaware Corporation and the parent company of Mortgage

Electronic Registration Systems, Inc.,
LENDER PROCESSING SERVICES, INC., a Delaware corporation,
MICHAEL A. CARPENTER, CEO of Ally Financial Inc., in his individual capacity,
STEPHEN A. FEINBERG, CEO of CERBERUS CAPITAL MANAGEMENT, LP, in his individual capacity,
GRAY & ASSOCIATES, LLP, a Wisconsin professional limited liability association,
DUNCAN C. DELHEY, a member of GRAY & ASSOCIATES, LLP,
JAY J. PITNER, a member of GRAY & ASSOCIATES, LLP, in his corporate individual capacity,
MICHAEL M. RILEY, a member or associate of GRAY & ASSOCIATES, LLP, in his corporate and individual capacity,
WILLIAM N. FOSHAG, an associate with GRAY & ASSOCIATES, LLP,
BASS & MOGLOWSKY, S.C., a Wisconsin professional corporation,
ARTHUR M. MOGLOWSKY, a shareholder of BASS & MOGLOWKSY, S.C., in his corporate and individual capacity,
DAVID M. POTTEIGER, an associate with BASS & MOGLOWSKY, S.C., in his corporate and individual capacity,
PENNY G. GENTGES, a shareholder of BASS & MOGLOWKY, S.C., in his corporate and individual capacity,
JEFFREY STEPHAN, an employee of GMAC MORTGAGE, LLC, in his individual capacity,
KENNETH URGWUADU, a former employee of GMAC MORTGAGE, LLC, in his individual capacity,
MANISH VERMA, an employee of GMAC MORTAGE, LLC, in his individual capacity,
JUDY FABER, an employee or former employee of RESIDENTIAL FUNDING COMPANY, LLC, in her individual capacity,
AMY NELSON, a former employee of RESIDENTIAL FUNDING COMPANY, LLC, in her individual capacity,
and
YET UNNAMED CO-CONSPIRATORS,
Defendants

COMPLAINT FOR VIOLATIONS OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT AND VIOLATIONS [18 U.S.C. sec. 1964], THE FAIR DEBT COLLECTION PRACTICES ACT [15 U.S.C. sec. 1692e], AND COMPLAINT TO DETERMINE THESE CLAIMS NONDISCHARGEABLE FOR FRAUD AND THEFT [11 U.S.C. sec. 523(a)(2)] AND MALICIOUS INJURY [11 U.S.C. sec. 523(a)(6)], FOR TURNOVER OF PLAINTIFF'S HOME AND THE PERSONAL PROPERTY SEIZED FROM THE PREMISES WHICH ARE NOT ASSETS OF THE ESTATE HAVING BEEN TAKEN BY FORGED DOCUMENTS AND EX PARTE PROCESS PURSUANT TO 11 U.S.C. sec. 548 AND FOR DECLARATORY RELIEF
(JURY TRIAL DEMANDED)

NOW COMES the Plaintiff, and for her Complaint against the Defendants above-named and yet to be named, and shows the Court:

1. This Court has jurisdiction under 28 U.S.C. secs. 1331, 1334 and 1349 because the Plaintiff's claims arise under the laws of the United States of America.

a. Federal question jurisdiction under 28 U.S.C. sec. 1331 is based on the allegations herein that the Defendants have violated the Racketeer Influenced Corrupt Organizations Act (RICO) by engaging in conduct prohibited by 18 U.S.C. sec. 1961, et seq. and have violated the Fair Debt Collection Practices Act (FDCPA) by engaging in conduct prohibited by15 U.S.C. sec. 1692e.

b. This case pertains to bankruptcy proceedings under 28 U.S.C. sec. 1334 which have been filed by the following Debtors, whose cases have been administratively consolidated under Case No. 12-12020: RESIDENTIAL FUNDING COMPANY, LLC, GMAC-RFC HOLDING COMPANY, LLC, RESIDENTIAL ASSET SECURITIES CORPORATION, RESIDENTIAL CAPITAL, LLC, GMAC MORTGAGE, LLC, HOMECOMINGS FINANCIAL, LLC, and GMAC MORTGAGE, LLC (hereinafter the "RESCAP Debtors" when all are referenced together.)

c. Federal jurisdiction arises under 28 U.S.C. sec. 1349 because the equity interest represented by stock in Ally Financial, Inc., parent company of the above-named RESCAP Debtors, is more than 50% owned by the United States of America.

3. Plaintiff is one of thousands of victims of violations of the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. secs. 1961-1968) and the Fair Debt Collections Practices Act (15 U.S.C. sec. 1692, et seq.) by the Defendants name above, who have conspired to and engaged in direct action to, without limitation, deceive, defraud, intimidate, harass and deprive homeowners of their homes in foreclosure proceedings initiated without evidence that the foreclosing entity has the promissory note and lawfully assigned mortgages, rendering the debts upon which foreclosure is commenced unsecured.

4. The foreclosing entities are continuing to proceed with the confiscation of homes which they were without standing to seize in thousands of cases before and after when they entered into the National Mortgage Settlement in the United States District Court for the District of Columbia, entitled United States of America, et al. v. Bank of America Corporation, et al. in Case No. 12-cv-361 and are openly pursuing the sale of illegally confiscated homes during the pendency of the bankruptcy proceedings.

5. RESIDENTIAL FUNDING COMPANY, LLC (hereinafter "RFC") is a Delaware limited liability company and is a Debtor in the RESCAP Debtors' consolidated bankruptcy proceedings which breached a Home Affordable Loan Modification Program (HAMP) Agreement through the conduct of its named attorneys herein, ordered criminal trespass and

damage to her home, seized her personal property on an ex parte order and persists in attempting to sell her home taken upon forged documents in these proceedings. It used a post office box located in Bloomington, Minnesota for its interstate fraud operation. It is Debtor in the RESCAP Debtors' consolidated bankruptcy proceedings.

6. RESIDENTIAL ASSET SECURITIES CORPORATION (hereinafter "RASC") is a Delaware corporation and is a Debtor in the RESCAP Debtors' consolidated bankruptcy proceedings.

7. RFC TRUST 03 Loan Pool Number RASC2002KSSCONF (hereinafter "THE TRUST") purported to be a pool of mortgage loans upon which securities were purportedly issued in violation of the sec. 10(b) of the Securities Exchange Act of 1934.

8. GMAC-RFC HOLDING COMPANY, LLC, (hereinafter "GMAC-RFC") is a Delaware limited liability company and is a Debtor in the RESCAP Debtors' consolidated bankruptcy proceedings.

9. RESIDENTIAL CAPITAL, LLC (hereinafter "RESCAP") is a Delaware limited liability company, owned by GMAC MORTGAGE, LLC, a Delaware limited liability company which holds 99% interest both of which are Debtors in these consolidated bankruptcy proceedings.

10. RESCAP's primary business location is at One Meridian Crossing, Suite 100, Minneapolis, Minnesota and it uses a post office box located in Bloomington, Minnesota for its interstate fraud operation.

11. GMAC MORTGAGE, LLC, (hereinafter "GMAC") is Delaware limited liability company and is a wholly owned subsidiary of GMAC MORTGAGE GROUP and is a Debtor in the RESCAP Debtors' consolidated bankruptcy proceedings.

12. HOMECOMINGS FINANCIAL, LLC is a Delaware limited liability company and is, upon information and belief, a wholly owned subsidiary of GMAC MORTGAGE GROUP, LLC, a Delaware corporation, which was absorbed by GMAC MORTGAGE, LLC in 2008 received Plaintiff's payments on her loan and charged her excessive fees and costs, refused her payments, forced her into a first foreclosure fraudulently commenced in the name of Mortgage Electronic Registration Systems, Inc., by refusing her payments, entered into a bad faith settlement agreement with her, ordered criminal trespass and damage to her home. It used a post office box located in Bloomington, Minnesota for its interstate fraud operation. It is Debtor in the RESCAP Debtors' consolidated bankruptcy proceedings.

13. GMAC MORTGAGE GROUP, LLC (hereinafter "GMAC GROUP") is a Delaware limited liablity company and is wholly owned subsidiary of ALLY FINANCIAL, INC., a Delaware corporation, and is a Debtor in the RESCAP Debtors' consolidated bankruptcy

proceedings.

14. ALLY FINANCIAL, INC. is a Delaware corporation, which used a post office box located in Bloomington, Minnesota for its interstate fraud operations, more than 50% of the stock of which is owned by the United States of America and which placed its subsidiaries into the RESCAP Debtors' bankruptcy proceedings for the primary purpose of attempting to absolve itself of its own liability for its control and direction of the racketeering Enterprise which used mail fraud and wire fraud to confiscate homes based on forged documents, perjured affidavits and false claims in bankruptcy courts, which it admitted by entering into the Consent Judgment in the National Mortgage Settlement.

15. GMAC FINANCIAL SERVICES (hereinafter "GMAC-FS") was an international private equities group in partnership with CEREBUS CAPITAL MANAGMENT, LP, a private equities group before it received Troubled Asset Relief Program (TARP) funds by being converted into a U.S. Bank holding company of the Utah state-chartered bank, now known as Ally Bank. It has business locations in the U.S., Europe, Asia and the Middle East. Its primary business location for U.S. operations is in New York, New York.

16. GMAC-FS and its partner, CERBERUS CAPITAL MANAGEMENT, LP (hereinafter "CERBERUS") defrauded the United States of America purportedly to prevent General Motors from failing, when, in fact, it took over 12 Billion Dollars of TARP funds based upon its false claim of losses on mortgage-backed securities, which had been sold to private investors and the Federal National Mortgage Association (Fannie Mae) and the Federal National Mortgage Corporation (Freddie Mac) which are government sponsored entities (GSEs) now under the conservatorship of the Federal Housing Finance Authority (FHFA.)

17. GMAC-FS adopted the name of ALLY FINANCIAL, INC. (AFI) in 2010 when it took Troubled Asset Relief Funds (TARP) in order to capitalize a bank holding company with taxpayer funds as part of the U.S. Treasury-supported General Motors (GM) bankruptcy reorganization on the basis of losses on mortgages which were not owned by its subsidiaries and had already been sold to private pension funds and individuals and GSEs.

18. AFI and its partner CERBERUS (now a shareholder in AFI) have engineered the bankruptcy proceedings of the RESCAP Debtors to conceal the facts that they have taken TARP funds based upon losses in value on the mortgage backed securities (MBS) which were not owned by GMAC-FS and CERBERUS.

19. The TARP funds have been used to offset losses which were not incurred by AFI and CERBERUS and AFI directed the fraudulent foreclosure of hundreds of thousands of U.S. homes through its subsidiaries for the false claim of debt not owed to them and for which mortgage notes and assignments of mortgages were directed to be prepared by the employees of their wholly owned subsidiaries, the RESCAP Debtors, fraudulently prosecuted by private attorneys hired by the RESCAP Debtors in the 23 judicial foreclosure states of this nation and by forged

documents purporting to authorize the sales of homes in the nonjudicial foreclosure states.

20. In the underlying bankruptcy case, the RESCAP Debtors now seek to sell real estate which has been confiscated on forged documents and false claims of standing in order to repay the investors in the MBS securities frauds on them for which GMAC-FS and CERBERUS obtained TARP funds in order to create AFI, in which CERBERUS continues as a shareholder.

21. The RESCAP Debtors have been directed by AFI to sell the illegally confiscated real estate consisting of thousands of homes by AFI and its partner CERBERUS in an attempt to absolve AFI and CERBERUS of liability for damages to the defrauded investors in the MBS securities frauds and for damages claims by homeowners for the unlawful confiscation of their homes, so that the obligations of AFI for the securities fraud may be paid by the value of illegally confiscated homes and not by the TARP funds which were respresented to the US Treasury as being necessary to compensate the investors for their losses from the AFI/RESCAP frauds.

22. Instead of using the TARP funds to pay the defrauded MBS investors, AFI took and has retained the TARP funds for its own capitalization as a bank holding company. It is attempting to "ring-fence" the investors' losses from the MBS fraud it engineered, as GMAC-FS in partnership with CERBERUS, by transferring the liability for MBS fraud to its wholly-owned subsidiaries, the RESCAP Debtors, and denying the MBS investors the TARP compensation which AFI has fraudulently retained.

23. AFI and CERBERUS are the top of the food chain of the GMAC RACKETEERING ENTERPRISE as it has operated through many subsidiaries in the mortgage market since at least 2002.

24. MICHAEL A. CARPENTER, is the CEO of AFI, who was specifically put on notice of the so-called "robo-signing" frauds (more accurately characterized as forgeries) being committed at GMAC, by Florida Assistant Attorney General Bill McCollum, by letter directed to him on October 12, 2010.

24. MICHAEL A. CARPENTER (hereinafter "CARPENTER") is joined herein for intentionally allowing the forged documents created by GMAC to continue to be used to confiscate homes throughout the nation after being formally put on notice of the crimes by the McCollum letter.

25. CERBERUS CAPITAL MANAGMENT, LP (hereinafter "CERBERUS"), a Delaware limited partnership of which Stephen A. Feinberg is the CEO. CERBERUS is a private equities group, in partnership with GMAC-FS is a private equities group which defrauded the U.S. Treasury with its partner GMAC-FS by claiming own an interest in General Motors but was actually when GMAC-FS was far more substantially invested in mortgage-backed securities than in automobile financing. CERBERUS has investments in the U.S., Europe, Asia and the Middle East. Its primary business location for U.S. operations is in New York, New York. Its

CEO is Stephen A. Feinberg, who will be served with the Summons and Complaint by personal or substituted service on Stephen A. Feinberg at CEREBUS offices located at 299 Park Ave., New York, New York 10171.

26. STEPHEN A. FEINBERG (hereinafter "FEINBERG") is joined herein for intentionally putting AEGIS in bankruptcy proceedings in order to conceal CERBERUS' use of its subsidiary loan originator to obtain loans for the purpose of securitization in order to defraud homeowners, who thought they were obtaining loans from AEGIS, and to defraud MBS investors, who thought they were purchasing mortgage-backed securities in trusts such as RFC TRUST 03 Loan Pool Number RASC2002KSSCONF, when, in fact, he knew that the loan documents were never delivered to the trustees of the trusts.

27. CERBERUS and FEINBERG conspired with AFI and CARPENTER to obtain and retain TARP through the device of recreating the on-shore business of GMAC-FS into a bank holding company to receive the TARP funds, falsely allocating the losses they engineered and directed to the RESCAP Debtors to "ring-fence" the losses engineered by them in order to retain the TARP funds in AFI rather than pay those funds to the defrauded MBS investors who purchased certificates backed by nothing, and directing the liquidation of homes confiscated by forged documents to repay the MBS investors by attempting to discharge their fraud liabilities to the homeowners in these proceedings.

28. CERBERUS owns AEGIS MORTGAGE CORPORATION (AEGIS) which is in Chapter 11 Bankruptcy Proceedings in the United States Bankruptcy Court for the District of Delaware in Case No. 07-11119-BLS filed on August 13, 2007.

29. CERBERUS and FEINBERG fraudulently arranged the AEGIS bankruptcy proceedings in the United States Bankruptcy Court for the District of Delaware and arrogated to CERBERUS the status of a AEGIS' largest creditor through another subsidiary, without disclosing CERBERUS' ownership interest in AEGIS, in order to gain control over the mortgage loan assets which had never been delivered to the securitization trusts.

30. The parties Defendant identified herein have all participated in what will be referred to collectively, from time to time, as the GMAC RACKETEERING ENTERPRISE, or the RACKETEERING ENTERPRISE, conspired to produced forged documents in order to confiscate Plaintiff's home and those of thousands of other homeowners, to continue litigation against thousands of other homeowners upon forged documents, with the attendant damages to each homeowner whose home have been and are subjected to foreclosure claims based on forged documents by sale to purported holders in due course, without notice of the homeowners' claims now sought to be extinguished by this bankruptcy proceeding.

31. The underlying bankruptcy case is the greatest bankruptcy fraud ever committed in the history of United States bankruptcy law and will become a template for future bankruptcy cases in which damages owed to homeowners who are victims of the Bank of America-

Countrywide, JPMorgan Chase-Washington Mutual, Wells Fargo-Wachovia, One West Bank-Indymac/MERS/LPS, for fraudulent foreclosures upon forged documents may be sought to be extinguished, if this RACKETEERING ENTERPRISE is not fully exposed and held accountable.

32. AEGIS MORTGAGE CORPORATION (hereinafter "AEGIS") is a Delaware Corporation which has been in Chapter 11 Reorganization Proceedings in the United States Bankruptcy Court for the District of Delaware Case No. 07-11119-BLS since August 13, 2007. (Exhibit A.)

33. AEGIS is merely an alter-ego for CERBERUS which pretended to be the lender of mortgage funds but only used funds obtained from securities fraud on MBS investors.

34. CERBERUS is not protected by the automatic stay in AEGIS' bankruptcy proceedings.

35. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (hereinafter "MERS") is a Delaware Corporation which was created for the purpose of defrauding homeowners as to the identity of the holders of promissory notes and mortgages, courts (as to the real parties in interest in mortgage foreclosures, and local municipalities in avoiding recording fees on mortgage assignments in the sum of billions of dollars nationwide.

36. MERSCORP HOLDINGS, INC. (MERSCORP) is a Delaware corporation and the parent company of MERS, which controls and enables the forged mortgage assignment element of the RACKETEERING ENTERPRISE.

37. The GMAC RACKETEERING ENTERPRISE used the MERS data base to defraud Plaintiff, the Wisconsin Courts and the Dane County Register of Deeds and homeowners, courts, and deed registries throughout the nation.

38. LENDER PROCESSING SERVICES, INC. (LPS) is a Delaware corporation which provided the RESCAP Debtors with imaged copies of the mortgage notes for reproduction as forgeries at the GMAC headquarters in Fort Washington, Pennsylvania and the RFC headquarters in Bloomington, Minnesota.

39. The GMAC RACKETEERING ENTERPRISE used the LPS platform to access images of loan documents, which were never delivered to the securitization trusts, to create false evidence of ownership of the mortgage notes by creating forged copies of the notes, in order to confiscate homes for debt not owed to it.

40. MERS is a wholly owned subsidiary of MERSCORP HOLDINGS, INC. and receives income entirely from its illegal operation by which anyone paying $25.00 to MERS could become an "officer" of MERS and commit forgery to defraud homeowners and courts as to the identity of the real party in interest in receiving payments for mortgage loans.

41. Under the cover of MERS, the MBS fraud on the investors and the illegal confiscation of millions of homes throughout the nation were concealed by MERS members, whose employees falsely represented that they were officers of MERS, when they were documents processors with exaggerated titles in the employ of loan servicers.

42. GRAY & ASSOCIATES, LLP, (hereinafter "FORECLOSURE MILL #1) is a Wisconsin professional limited liability association located in the metropolitan area of Milwaukee, Wisconsin and engages in a type of practice of law which has become known in commercial parlance as a foreclosure mill. GRAY & ASSOCIATES, LLP will, from time to time herein, be referred to as FORECLOSURE MILL #1 and is part of the GMAC RACKETEERING ENTERPRISE because it directly engaged in the racketeering activities. It will be served with process upon its registered agent, Duncan C. Delhey at 16345 W. Glendale Drive, New Berlin, Wisconsin 53151.

43. GRAY & ASSOCIATES, LLP is being compensated to continue to foreclose on Wisconsin homeowners by court order in the underlying bankruptcy case.

44. DUNCAN C. DELHEY, is a member of GRAY & ASSOCIATES, LLP and contributed to the MERS Foreclosure manual directing Wisconsin foreclosure proceedings to be commenced in the name of MERS.

45. JAY J. PITNER, (hereinafter "PITNER") a member of GRAY & ASSOCIATES, LLP and is an adult resident of the State of Wisconsin. He will be served with process at 16345 W. Glendale Drive, New Berlin, Wisconsin 53151.

46. MICHAEL M. RILEY, (hereinafter "RILEY") is a member or associate of Foreclosure Mill #1 and is an adult resident of the State of Wisconsin. He will be served with process at 16345 W. Glendale Drive, New Berlin, Wisconsin 53151.

47. RILEY and FORECLOSURE MILL #1 commenced a fraudulent foreclosure action against Plaintiff in the name of MERS in 2003, which was fraudulently settled in the name of MERS.

51. WILLIAM N. FOSHAG (hereinafter "FOSHAG") is an associate with GRAY & ASSOCIATES, LLP and is an adult resident of the State of Wisconsin. He will be served with process at 16345 W. Glendale Drive, New Berlin, Wisconsin 53151.

52. FOSHAG refused to accept Plaintiff's payments into FORECLOSURE MILL #1's Attorney Trust Account pending resolution of the dispute over the settlement agreement, thereby creating the appearance of Plaintiff defaulting on the settlement agreement, whereas the settlement agreement was a fraud ab initio.

53. FOSHAG appeared in Wisconsin state court on behalf of FORECLOSURE MILL #1

representing MERS to oppose the rescission of the fraudulently procured settlement agreement of the 2003 foreclosure case in furtherance of the GMAC RACKETEERING ENTERPRISE.

54. PITNER, of FORECLOSURE MILL #1, created the fraudulent assignment of mortgage in order to commence a second foreclosure proceeding against the Plaintiff as is plainly evident by the fraudulent assignment (Exhibit B) itself. The mortgage assignment states: "Document Prepared by JAY PITNER/GRAY & ASSOCIATES, L.L.P., was filed with the Dane County, Wisconsin Register of Deeds on February 23, 2009 and was returned by mail to the Defendant FORECLOSURE MILL #1 upon being publicly recorded in February, 2009.

55. On or about March 2, 2009, PITNER commenced a foreclosure proceeding against the Plaintiff in the Dane County Circuit Court, in Madison, Wisconsin by mailing a copy of the forged mortgage assignment attached to the Complaint, as well as the copy of image of the mortgage note transmitted to his office by wire from the LPS platform and fraudulently claimed that RFC had standing to obtain the equitable remedy of foreclose on the Plaintiff's home based on forged documents.

56. BASS & MOGLOWSKY, S.C. is a Wisconsin professional corporation, located in the Milwaukee, Wisconsin and engages in a type of practice of law which has become known in commercial parlance as a foreclosure mill. BASS & MOGLOWSKY, S.C. will, from time to time herein, be referred to as FORECLOSURE MILL #2. The registered agent for service of process Steven W. Moglowsky at 501 West Northshore Drive, Suite 300, Milwaukee, Wisconsin 53217 and Steven W. Moglowsky will be served at that address.

56. ARTHUR M. MOGLOWSKY (hereinafter "MOGLOWSKY") is a shareholder of BASS & MOGLOWKSY, S.C. and is an adult resident of the State of Wisconsin. He will be served with process at 501 West Northshore Drive, Suite 300, Milwaukee, Wisconsin 53217.

57. MOGLOWSKY and FORECLOSURE MILL #2 became co-counsel with FORECLOSURE MILL #1 in furtherance of the GMAC RACKETEERING ENTERPRISE.

58. MOGLOWSKY knew that AEGIS had filed bankruptcy but proceeded to commit fraud on Plaintiff and the Wisconsin state court, arguing that the assignment of mortgage purportedly from MERS but actually from GMAC employees was a valid assignment in order to conceal the fact that MERS had no authority to authorize the execution of a mortgage assignment to a stranger to title executed by employees of the transferees' parent company (assignee to assignee void assignment) from the state foreclosure court and Plaintiff.

59. DAVID M. POTTEIGER, (hereinafter "POTTEIGER") is an associate with BASS & MOGLOWSKY, S.C. and is an adult resident of the State of Wisconsin. He will be served, personally or by substitution of service, at 501 West Northshore Drive Suite 300, Milwaukee, Wisconsin 53217.

60. PENNY M. GENTGES (hereinafter "GENTGES") is a shareholder of BASS & MOGLOWSKY, S.C. She will be served, personally or by substitution of service, at 501 West Northshore Drive Suite 300, Milwaukee, Wisconsin 53217.

61. MANISH VERMA (hereinafter "VERMA") is an employee of GMAC MORTGAGE, LLC who signed an Affidavit in Support of Summary Judgment prepared by POTTEIGER who filed it in the GMAC RACKETEERING ENTERPRISE's second foreclosure lawsuit against the Plaintiff in furtherance of the frauds.

62. VERMA is an adult resident of the State of Pennsylvania and will be served with process, personally or by substitution of service at GMAC Mortgage, 1100 Virginia Drive, Fort Washington, Pennsylvania. His home address is 42 Lenape Drive, Sellersville, Pennsylvania 18960.

63. Under the MERS scheme, employees of loan services assign MERS nominated mortgages from MERS to their employers, without the authority of the original lender for which MERS was nominated to be the mortgagee of record.

64. The assignments of mortgages on behalf of MERS are executed by employees of the loan servicers to their employers and, as such, are assignee-to-assignee assignments (a legal impossibility) enabled by MERS to conceal their identity as employees of the assignee by making it fraudulently appear that MERS assigned the mortgage for the original lender, would have been the assignor, but frequently no longer exist or no longer have a transferrable interest in the mortgage, having long since sold the beneficial interest in the loan obligation to securitization trusts or GSEs or have filed for bankruptcy, as in the case of AEGIS.

65. The original mortgage notes were scanned into computers and are never delivered to the securitization trusts and the GSEs, which failed delivery was transacted by electronic transmission of their computer image only and not by actual surrender of possession of the original mortgage notes to the purchaser of the loans.

66. The electronic images of the mortgage notes are generally available in a computer data base and accessible through servers owned by LENDER PROCESSING SERVICES, INC.

67. LPS provides the platform by which servicers are able to access the central data base of all documents which were scanned into the LPS system upon loan origination and LPS explains the platform it offers to loan servicers (in its own words: "the industry's leading loan-servicing platform") is used to "service approximately 50 percent of all U.S. mortgages by dollar volume" and admits:

> These integrated solutions support origination, servicing, portfolio retention and default servicing. LPS' servicing solutions include MSP, the industry's leading loan-servicing platform, which is used to service approximately 50 percent of all U.S. mortgages by

dollar volume. The company also provides proprietary data and analytics for the mortgage, real estate and capital markets industries.

Source: http://www.ibtimes.com/press-release/20120904/lender-processing-services-inc-present-barclays-global-financial-services

68. LPS is the mechanism whereby electronic copies of the mortgage notes are falsely created to be produced as real and used in court proceedings to confiscate homes based upon false claims of standing of loan servicers to proceed on what are merely computer images of original mortgage notes in order to foreclose on real property using forged mortgage assignments executed by their employees who falsely claim to be officers of MERS.

69. The MERS/LPS scheme is the core mechanism whereby the GMAC RACKETEERING ENTERPRISE illegally seized homes which the Debtors are now liquidating in order to pay the MBS investors with the proceeds of the liquidation rather than the TARP funds, credit default swaps, mortgage insurance and government guarantees provided by the GSEs so that AFI/CERBERUS can retain the TARP funds and other payments which were intended to indemnify the victims of their frauds.

70. AEGIS Mortgage Corporation, which had originated Plaintiff's mortgage loan, provided LPS with the original documents and those documents were scanned into the LPS data base.

71. When it was decided that RFC (a party with which the Plaintiff had no prior contact) would attempt to confiscate her home, a copy of her mortgage note was printed from the LPS data base and GMAC employees Defendants Stephan and Verma falsely executed an assignment of mortgage from MERS to RFC, its subsidiary, which had been prepared by Defendant PITNER of the Defendant law firm GRAY & ASSOCIATES, LP.

72. In reality, MERS is merely a computer data base, which loaned no money on any mortgage loan, holds no mortgage notes, services no loans and claims only to be the nominee for the "lender" to hold bare legal title on mortgage interests on behalf of the "lender" and had no lawful authority from the bankrupt AEGIS to assign Plaintiff's mortgage without an order of the Delaware bankruptcy court.

73. AEGIS participated in the GMAC RACKETEERING ENTERPRISE as an alter ego of CERBERUS and AEGIS purported to be the original lender to Plaintiff in order to procure Plaintiff's promissory note payable to AEGIS and created MERS as its nominee for Plaintiff's mortgage. MERS was formed for the purposes described at paragraph 35., above.

74. PITNER prepared and recorded a fraudulent assignment of mortgage to RFC, executed by the now-famous robo-signer, JEFFREY STEPHAN and his trainer, KENNETH URGWUADU, both of whom were GMAC.Mortgage, LLC employees and both of whom

fraudulently signed the mortgage assignment on behalf of MERS as mortgagee of record for AEGIS on January 6, 2010. (See Attached Exhibit B)

75. The purpose of the fraudulent assignment of mortgage, as is the practice of the GMAC RACKETEERING ENTERPRISE in thousands of foreclosure actions commenced throughout the U.S., is deceive and defraud the homeowner, homeowner's legal counsel, if any, the courts, the Registers of Deeds and the public by fabricating a secured interest in homes where the GMAC RACKETEERING ENTERPRISE knows that it does not have lawful assignments of mortgages.

76. PITNER created the assignment of mortgage purporting to be assigned from MERS on behalf of AEGIS to RFC specifically to commence foreclosure proceedings against the Plaintiff who knew that MERS did not have standing to foreclose against her home. In so doing he was a direct participant in the GMAC RACKETEERING ENTERPRISE.

77. PITNER knew or should have known that AEGIS was then and there in bankruptcy and could not have lawfully transferred any interest to RFC without approval of the Delaware Bankruptcy Court.

78. PITNER should have known that MERS did not have the rights to assign any greater interest than it had as a mere nominee of AEGIS, which was in bankruptcy proceedings and could not assign any interests it held in assets, but made it to appear that AEGIS authorized MERS to assign the Plaintiff's mortgage to RFC, LLC by creating a fraudulent assignment of the mortgage from MERS (a mere nominee) to RFC, LLC, through the signatures of JEFFREY STEPHAN and KENNETH URGWAUDU, as "Vice President" and "Assistant Secretary" of MERS respectively .

79. PITNER knew that JEFFREY STEPHAN and KENNETH URGWAUDU were not in the employ of MERS and were not "Vice President" an "Assistant Secretary" of MERS respectively because they were employees of GMAC Mortgage, LLC and worked at the office of GMAC Mortgage, 1100 Virginia Drive, Fort Washington, Pennsylvania, whereas MERS is located in Reston, Virginia.

80. FOSHAG refused to accept Plaintiff's payments to FORECLOSURE MILL #1's Attorney Trust Account pending resolution of the dispute over the settlement agreement, thereby creating the appearance of Plaintiff defaulting on the settlement agreement, which was a fraud ab initio because it settled the 2003 case fraudulently commenced by MERS.

81. PITNER, of FORECLOSURE MILL #1, created the fraudulent assignment of mortgage in order to commence a second foreclosure proceeding against the Plaintiff as is plainly evident by the fraudulent assignment (Exhibit B) itself. It states Document Prepared by JAY PITNER/GRAY & ASSOCIATES, L.L.P.

82. It is clear from the face of Exhibit B that the fraudulent assignment of a bankrupt's party's interest was barred by the automatic stay.

83. It was eventually discovered by Plaintiff in late September, 2010 that the assignment (Exhibit B) was fraudulently executed by GMAC employees and was not an unlawful assignment of the bankrupt AEGIS' asset.

84. It is an essential element of of the GMAC RACKETEERING ENTERPRISE's pattern of conduct to deceive and defraud homeowners, courts and the courts and to conceal and obfuscate the identities of the owners of mortgage instruments.

85. The concealment and obfuscation includes a plan to defraud homeowners and courts using the concept of "holder in due course" to pretend that the successive imaginary mortgagees paid market value for the mortgage interest and take the interest without liability for claims against prior mortgagees.

86. As will be demonstrated below, the "holder in due course" fraud is created merely by using rubber stamps to create the impression that the note and mortgage have been transferred "without recourse" when in fact, in Plaintiff's case and thousands of other cases, the mortgage interests were placed into trusts consisting of mortgage backed securities and recreated as collateralized debt obligations and were not otherwise transferred to "holders in due course."

87. The fraudulent document passed off as the assignment of Plaintiff's mortgage was executed by a Pennsylvania notary. MERS is located in Reston, Virginia, but this fact was concealed from Plaintiff because the face of the assignment states that JEFFREY STEPHAN was "Vice President" of the assignor MERS signing on behalf of AEGIS and KENNETH URGWUADU held himself out as "Assistant Secretary" of MERS signing on behalf of AEGIS.

88. The Bradbury deposition (Exhibit C-1) refers to an earlier deposition taken in the Florida state court foreclosure action entitled GMAC v. Neu, et al. That deposition, taken on December 10, 2009 is an admission by an employee of the GMAC RACKETEERING ENTERPRISE that STEPHAN signed as Vice-President or Assistant Secretary of MERS even though he was not associated in any way with MERS. The attached portion of that deposition (Exhibit C-2) plainly states this aspect of the GMAC RACKETEERING ENTERPRISE and conclusively proves that Exhibit B, which was submitted to the Dane County Circuit Court, the Dane County Register of Deeds and the Plaintiff was and is a fraudulent document created for the the continuing GMAC RACKETEERING ENTERPRISE of committing fraud on Plaintiff, the courts, the Register of Deeds and the public.

89. The Bradbury and Neu depositions conclusively demonstrate that the GMAC RACKETEERING ENTERPRISE committed thousands of identical frauds throughout the nation for the purpose of taking homes in foreclosure using fraudulently documents.

90. The Bradbury robo-signing deposition became national news in September, 2010.

91. Plaintiff herself had been denied discovery by deposition in the second foreclosure case by an incomprehensible order of the state court judge which stayed **all** discovery because he was "too busy" to rule on the GMAC RACKETEERING ENTERPRISEs' Motion to Quash Subpoenas Duces Tecum.

92. Therefore, Plaintiff could not have discovered that the assignment was fraudulent until the deposition of STEPHAN taken by Attorney Thomas Cox was released to the media in late September, 2010.

93. Plaintiff immediately notified the lawyers at Foreclosure Mills #1 of the nationally-reported proof of the fraud being perpetrated against her and thousands of other homeowners. She notified them on September 27, 2010 and asked them to cease and desist from proceeding on the fraudulently procured Summary Judgment, in which the false and fraudulent assignment of mortgage was submitted with the Complaint.

94. Nevertheless, FORECLOSURE MILL #1 and #2, which are a part of the GMAC RACKETEERING ENTERPRISE, have taken no action to re-open and dismiss the fraudulently documented foreclosure proceedings against the Plaintiff and return her home to her and the Debtors in these proceedings have claimed to own Plaintiff's home as an asset of the RFC estate despite the fact that the foreclosure is on appeal to the Wisconsin Court of Appeals by upon denial of her motion to vacate the judgment procured based upon a forged copy of the mortgage note and the forged assignment of mortgage.

95. In September, 2011, FORECLOSURE MILL #2 obtained an ex parte Writ of Assistance to seize Plaintiff's home and personal property consisting of 5000 pounds of confidential client files stored therein, along with appliances, bank records and sundries, while she was awaiting the lawful process of a Petition for Writ of Assistance required by Wis. Stats. sec. 815.63 to which she could respond.

96. In the 2003 fraudulent foreclosure, RILEY settled the dispute by false promises on behalf of MERS, in September, 2004 knowing that MERS did not have the authority to settle the claim and he did so in furtherance of the racketeering conspiracy, using the US mail to transmit the fraudulently procured the stipulation for voluntary dismissal, signed by an agent of HOMECOMINGS pretending to sign for MERS which was based settlement agreement to the Dane County Circuit Court.

97. RILEY intentionally and in furtherance of the RACKETEERING ENTERPRISE deceived Plaintiff so that she would believe that he was also forwarding the settlement agreement to the Dane County Circuit Court or she would have handled the filing of the stipulation and agreement herself.

98. In 2006, Plaintiff discovered that the settlement agreement had been breached and proposed to make her mortgage payments into GRAY's Attorney Trust Account pending resolution of the dispute over the settlement agreement, which RILEY refused, thereby creating the appearance of Plaintiff defaulting on the settlement agreement in furtherance of the RACKETEERING ENTERPRISE.

99. Plaintiff sought relief from what she then believed was a breached settlement agreement in Dane County Circuit Court at the end of 2006, in which FOSHAG then appeared and argued against her motion for relief based upon the breach in furtherance of the RACKETEERING ENTERPRISE, which Plaintiff ultimately dismissed because RILEY told her that she had settled with the wrong party and she decided, upon the advice of counsel then appearing, to raise the breach of the settlement agreement defensively in the event of a second foreclosure action being commenced.

100. After creating the forged documents in January or February, 2009, PITNER commenced the second action and attached a copy of her mortgage note "endorsed in blank" by AEGIS and the assignment of mortgage forged by GMAC employees consistent with the MERS fraud scheme, she moved to dismiss the second foreclosure brought by FORECLOSURE MILL #1. (See Exhibit D, the first version of the copy of her mortgage note.)

101. New co-counsel for the RACKETEERING ENTERPRISE, MOGLOWSKY then argued to the Dane County Circuit Court that Plaintiff's mortgage note had been endorsed "in blank" in order to deceive the state court and Plaintiff when Plaintiff was questioning RFC's standing on what was ultimately discovered to be a forged mortgage assignment executed not by STEPHAN and URGWUADU, as officers of MERS, but as document forgery processors at GMAC.

102. MOGLOWSKY knew that the note was endorsed by AEGIS that the mortgage note was not the type of instrument which could be endorsed in blank and separated from the mortgage instrument because to do so would render the secured debt resulting from the issuance of the mortgage note and mortgage instrument to AEGIS to be unsecured debt in the hands of a third party.

103. MOGLOWSKY made the "endorsed in blank" argument in furtherance of the GMAC racketeering conspiracy to mislead the court in order to complete the second attempted foreclosure on Plaintiff's home in furtherance of the RACKETEERING ENTERPRISE.

104. On June 17, 2010, FORECLOSURE MILL #2 changed its legal position on contrary to the "endorsed in blank" argument of MOGLOWSKY, POTTEIGER used the U.S. mail to send Plaintiff a copy of the now-known-to-be forged, attached Exhibit E (the second version of a copy of her mortgage note now conveniently specifically endorsed) in order to deceive Plaintiff into believing that RFC was secured in the home, in furtherance of the RACKETEERING ENTERPRISE.

102. JUDY FABER was an employee of RFC in its Minnesota offices who was not an officer of the LLC but was a document preparation supervisor, who falsely executed documents as "Vice President" of the organization in order to defraud courts and homeowners and which conduct constitutes forgery under the criminal codes of both Minnesota and Wisconsin.

103. FABER directed and controlled an essential part of the RACKETEERING ENTERPRISE by claiming the false authority as "Vice President" of RFC and signing or allowing mortgage documents to be forged in RFC's Minnesota offices.

103. AMY NELSON was an employee of RFC in its Minnesota offices, who was never an officer of the organization, and who twice admitted to the Plaintiff in telephone interviews that she was never Assistant Vice President of RFC, Bank of New York Trust Company, N.A. or any other financial institution. The use of her signature, which appears to be a stamp, purporting to have official authority is a forgery under the criminal codes of both Minnesota and Wisconsin.

104. Despite an offer of immunity from suit by Plaintiff to AMY NELSON, Ms. Nelson refused to come forward to voluntarily testify to the circumstances under which the allonge was created and forged, how a stamp bearing her signature came to be created and used by the RACKETEERING ENTERPRISE in furtherance of its fraud.

105. NELSON directed and controlled the continuing cover-up of the fraud by which her signature was used in the forgery scheme even after she left her employment at RFC.

106. On the second version of the Plaintiff's mortgage note produced in the state court foreclosure proceedings (Exhibit E) there is an additional endorsement on the last page of the note executed by one Judy Faber as "Vice President" of Residential Funding Corporation, now RFC, and there is a copy of an allonge to the mortgage note purportedly specifically endorsed by one Amy Nelson as Assistant Vice President of "Bank of New York Trust Company as successor to JPMorgan Chase as Trustee [by] Residential Funding Company, LLC f/k/a Residential Funding Corporation, Attorney in Fact" both of which are forgeries.

107. Exhibit E is the second version of the mortgage note and is badly reconstructed copy of the LPS scanned version of her original mortgage note which was intended to defraud the Plaintiff and the Court that the mortgage note was specifically endorsed in favor of Residential Funding Corporation.

108. Exhibit E takes the FABER's fraudulently created, suddenly appearing endorsement to JP Morgan Chase Bank as Trustee (which is out of the chain of title) and then adds to a new level of fraud: a newly created allonge.

109. Attached to the second promissory note (Exhibit E) is an allonge purportedly signed by Amy Nelson, fraudulently holding herself out as "Assistant Vice President of Bank of New York Trust Company as successor to JP Morgan Chase Bank, N.A. as Trustee and Residential

Funding Company, LLC f/k/a Residential Funding Corporation, Attorney in Fact."

110. FABER, NELSON, STEPHAN, URGWUADU and VERMA were all employees of the GMAC RACKETEERING ENTERPRISE who controlled the execution of forged documents to further the its frauds described herein.

111. The Defendant FORECLOSURE MILLS #1 and #2 and the named lawyers herein controlled and directed the frauds on Wisconsin courts.

112. None of the endorsements on the Exhibit E (the forged promissory note) contain any dates or warranties of authority, nor is a power of attorney attached.

113. Exhibit F plainly shows that the GMAC RACKETEERING ENTERPRISE had taken the mortgage given to AEGIS and given to MERS as mere nominee was to have been delivered into the "RFC Trust 03" soon after the fraudulent transaction between Plaintiff and AEGIS closed, but the original note was never delivered to the Trust and the mortgage was never assigned to it, thereby failing to back its supposed mortgage backed securities with anything.

114. As further evidence of MERS complicity in the RACKETEERING ENTERPRISE and as evidence of scienter, Plaintiff's access to the computer registration on the MERS system was blocked shortly after she presented the MERS data (Exhibit F) to the Dane County Circuit Court in connection with a renewed Motion to Dismiss the fraudulent foreclosure filed by Plaintiff on the basis of the forged mortgage note provided to her by POTTEIGER.

115. Because FORECLOSURE MILL #1 had fraudulently joined Plaintiff's estranged husband, who had no legal interest in the her home–they each had their own homes and agreed to make no claim on the home of the other–in order to cause him to defend his lack of interest in the property, Plaintiff decided to protect him from the continuing litigation by filing Chapter 13 bankruptcy in order to call FORECLOSURE MILL #1's bluff by requiring them to lift the co-debtor stay if they wanted to continue to falsely contend that he was liable for the debt on her individual home.

116. FORECLOSURE MILL #1 then honored the automatic stay consistent with its fraudulent position that he was a co-debtor, which he never was, and ultimately dismissed the fraudulent action against Plaintiff's estranged husband after forcing him to defend and her to defend him and forcing her into bankruptcy to stop the frivolous litigation against him.

115. Once Plaintiff filed for bankruptcy relief, GENTGES acted in furtherance of the GMAC RACKETEERING ENTERPRISE by moving to lift the automatic stay in Plaintiff's bankruptcy, knowing that RFC did not have a lawfully endorsed mortgage note nor a lawful assignment of the AEGIS mortgage of which MERS was the mere nominee.

116. GENTGES caused a version of the forged note (Exhibit E) to be electronically filed

along with the forged mortgage assignment in RFC's Motion to Lift the Stay in Plaintiff's bankruptcy case in the Western District of Wisconsin in Case No. 01-09-16622 as false evidence of its standing to obtain relief from the stay as to Plaintiff individually (no effort was made to lift the co-debtor stay because the FORECLOSURE MILL lawyers had fraudulent joined her estranged husband in the proceedings for a claim of debt he did not owe.)

117. As further evidence of scienter, GENTGES refused to file a claim in the name of RFC in Plaintiff's bankruptcy proceedings, knowing that to do so would constitute federal crime of bankruptcy fraud, although she should have known that her submission of the forged documents by wire into the bankruptcy court record was a predicate act of racketeering by wire fraud.

118. JEFFREY STEPHAN (hereinafter "STEPHAN") is an employee of GMAC MORTGAGE, LLC controlled and directed the creation of thousands of forgeries at GMAC for the benefit of the RACKETEERING ENTERPRISE of which Plaintiff's mortgage assignment is but one example.

119. In Plaintiff's specific fact situation, as in thousands of other cases, STEPHAN signed the assignment of mortgage in Plaintiff's case, as an officer of MERS and claimed to be Vice President of MERS when he signed the mortgage assignment in Plaintiff's case, knowing that he was not an employee of MERS nor an officer thereof, and, in claiming to hold that position, committed fraud in furtherance of the GMAC RACKETEERING ENTERPRISE.

120. KENNETH URGWAUDU (hereinafter "URGWAUDU") is a former employee of GMAC MORTGAGE, LLC who controlled and directed the mortgage assignment forgery element of the RACKETEERING ENTERPRISE by training STEPHAN in the document forgery practice at GMAC.

121. In Plaintiff's specific fact situation, URGWAUDU falsely claimed to be Assistant Secretary of MERS, knowing that he was not an employee of MERS nor its Assistant Secretary and, in claiming to hold that position, committed fraud in furtherance of the GMAC RACKETEERING ENTERPRISE.

122. The VERMA Affidavit introduced by POTTEIGER in the second foreclosure case against Plaintiff is perjurious in many respects, including the concocted amount of the Plaintiff's alleged indebtedness of which he claimed personal knowledge when he had no such knowledge, and VERMA swore under oath that the forged second appearing mortgage note was a true and correct copy of the original mortgage note signed by the Plaintiff, when he knew it was a forgery.

123. POTTEIGER prepared the perjurious Affidavit for VERMA's signature after telling Plaintiff that all he had to do to take her home was to prepare an Affidavit stating that the second version of the mortgage note was a true and correct copy of the original note and that she could not disprove the facts asserted in the Affidavit that POTTEIGER and VERMA conspired

to prepare in furtherance of the GMAC RACKETEERING ENTERPRISE.

120. Plaintiff repeatedly sought the production of the original mortgage note, which was never produced and which she now knows was merely a computer image of the mortgage note which LPS had scanned into its platform and allowed to be accessed in order to be printed which is part of the service which LPS sold to the RACKETEERING ENTERPRISE in which it knowingly participated.

121. The Defendants acted at all times in furtherance of the GMAC RACKETEERING ENTERPRISE.

122. POTTEIGER, acting in conspiracy with VERMA, prevented GMAC Mortgage, LLC from providing Plaintiff with a loan modification under the HAMP Program in furtherance of the GMAC RACKETEERING ENTERPRISE.

123. POTTEIGER issued FORECLOSURE MILL #2's own trust account check to return Plaintiff's first payment under the HAMP modification offered to her by GMAC Mortgage, LLC in order to violate her rights to a litigation stay under HAMP.

124. GENTGES falsely represented to the Wisconsin bankruptcy court that HAMP was a voluntary program, whereas all TARP funded entities promised to use all reasonable efforts to keep homeowners in their homes, AFI had received TARP funds and its subsidiaries had a duty to their investors, including the United States of America, to mitigate their losses.

125. Plaintiff was at all times ready, willing and able to participate in the HAMP program, pending determination of whether or not the note and mortgage were lawfully endorsed and assigned, which they clearly were not, and also asked only that there be an accounting of the amount of indebtedness claimed by RFC, which was merely the servicer of the loan for the MBS investors.

126. POTTEIGER's action in returning the Plaintiff's first HAMP program and canceling her HAMP process was undertaken in furtherance of the GMAC RACKETEERING ENTERPRISE in order to confiscate her home based upon forged documents.

127. GRAY AND ASSOCIATES, LLP, PITNER, RILEY, FOSHAG, BASS & MOGLOWSKY, S.C., MOGLOWSKY, POTTEIGER and GENTGES are not entitled to qualified immunity from suit for their actions as the legal representatives of the GMAC RACKETEERING ENTERPRISE because there actions were fraudulent and lawyers enjoy no immunity from suit by the opposing party for fraudulent conduct in legal proceedings.

129. On September 27, 2010, as soon as Plaintiff discovered that STEPHAN and URGWUADU were not officers of MERS, she immediately notified the lawyers at FORECLOSURE MILLS #1 AND #2 of the nationally-reported proof of the fraud being

perpetrated against her and thousands of other homeowners.

130. Plaintiff notified them of the false identity of STEPHAN and URGWUADU, who were not officers of MERS but were GMAC employees and asked them to cease and desist from proceeding on the fraudulently procured Summary Judgment, in which the false and fraudulent assignment of mortgage was submitted with the Complaint.

131. The GMAC RACKETEERING ENTERPRISE continues to proceed to take Plaintiff's home and thousands of other homes on the basis of false, fraudulent and perjured documents, while making false and misleading statements to Plaintiff, the courts, the Congress, regulatory agencies and the United States Treasury.

132. From the date AEGIS took Plaintiff's promissory note and mortgage on June 5, 2002 and nominated MERS as the register of Plaintiff's mortgage, the GMAC RACKETEERING ENTERPRISE intentionally and fraudulently concealed their unlawful conduct and the existence of their enterprise from the Plaintiff and intended to keep their unlawful activities secret from the Plaintiff, all homeowners affected by similar frauds, the courts and the public records.

133. The GMAC RACKETEERING ENTERPRISE engaged in its fraudulent conduct which, by its nature, is inherently self-concealing and when Plaintiff would discover one layer of the fraudulent activity, the racketeering enterprise would create new fraudulent and perjured documents to continue the practice of fraudulent concealment of the enterprise in an effort to avoid detection.

134. By virtue of the fraudulent concealment by the GMAC RACKETEERING ENTERPRISE, the date from which the statute of limitations on any claim arising from any part of the scheme to defraud did not commence until the fraud was discovered in sufficient detail to allow the proper pleading of the racketeering frauds.

135. Additionally, each act of fraud has a statute of limitations of six (6) years from the date of discovery thereof.

136. Plaintiff has discovered more of racketeering fraud scheme when the Bradbury deposition was made public (and referred to the Neu deposition) at the end of September, 2010. (Exhibits C-1 and C-2.)

137. As evidence of scienter, the GMAC RACKETEERING ENTERPRISE sought a protective order from the Maine court in GMAC v. Bradbury, et al. to prevent the disclosure of the Bradbury deposition, which protective order was denied and sanctions awarded to Bradbury for the frauds.

138. The GMAC RACKETEERING ENTERPRISE chose multiple names and changed

names of its various fictitious entities in furtherance of the racketeering enterprise to conceal their operations and through AFI fka GMAC-FS created various alter egos to confuse their investors and the homeowners from which they were taking funds on behalf of their investors which are all subsidiaries of what is now AFI.

139. The RESCAP Debtors were directed and controlled by AFI and CERBERUS, through CARPENTER and FEINBERG to file these consolidated bankruptcy proceedings to attempt to avoid liability for their frauds on the investors and their crimes and frauds perpetrated against the homeowners.

140. Plaintiff was accidentally notified of the multiple racketeering fictitious entities which are involved in the GMAC RACKETEERING ENTERPRISE by a privacy rights notice mailed from the post office box in Bloomington, Minnesota and listing the Defendant fictitious entities and numerous other fictitious entities associated with the GMAC RACKETEERING ENTERPRISE on or about March 3, 2010.

141. The disclosure described at paragraph 140., above, was insufficient to determine the relationship between the tentacles of the racketeering enterprise and Plaintiff was ultimately informed of the relationship of the aspect of the GMAC RACKETEERING ENTERPRISE responsible for the frauds being committed against her by the filing of a corporate disclosure form filed in the Seventh Circuit Court of Appeals by RFC and GENTGES in October, 2010.

142. The disclosure form referred to in paragraph 141 is still incomplete, but did allow sufficient identification of the multiply concealed identities for Plaintiff to form this Complaint, along with information from her own records.

143. As part of the GMAC RACKETEERING ENTERPRISE, Plaintiff's efforts to make payments to the real party entitled thereto were repeated refused by RILEY, FOSHAG, POTTEIGER and GENTGES for which misconduct the FORECLOSURE MILLS and their client, RFC, are liable as respondeat superior and the law of agency.

144. As part of the GMAC RACKETEERING ENTERPRISE, false late fees, false and excessive property insurance payments, attorneys' fees for the racketeering enterprise, payment of real estate taxes in violation of the 2004 settlement agreement which Plaintiff sought to rescind for fraud, excessive interest, interest on the accumulating false charges were added to the Plaintiff's alleged indebtedness to the real party in interest which is still concealed by multiple frauds.

145. As an additional part of the GMAC RACKETEERING ENTERPRISE, the Plaintiff's payments to the racketeering enterprise were never credited to the loan obligation claimed on behalf of a yet unknown party in interest, believed to be RFC TRUST 03 Loan Pool Number RASC2002KSSCONF is a pool of investment securities which was managed by RESIDENTIAL FUNDING COMPANY, LLC.

146. As a further part of the GMAC RACKETEERING ENTERPRISE, RFC de-registered its securities to prevent the Securities Exchange Commission, the investors in the mortgage backed securities and the public from knowing the status of the fraudulently administered loans.

147. The de-registration of the RFC securities took place after Moody's discovered commingling of funds by RFC in conflict with the investors in the investment trusts and is further evidence of the fraud scheme of the GMAC RACKETEERING ENTERPRISE.

148. The GMAC RACKETEERING ENTERPRISE is a business plan using the MERS to conceal the identities of the real parties in interest and LPS to access images of loan documents in order to create the forgeries necessary to illegally confiscate homes and to liquidate them so that the AFI subsidiaries can pay the defrauded investors with the liquidation proceeds for their fraud losses and to enable AFI and its nongovernment shareholder, CERBERUS to retain TARP funds for its own capitalization.

149. Plaintiff's case is merely one of thousands of cases in which the GMAC RACKETEERING ENTERPRISE used forged documents to illegally foreclose and to illegally proceed in judicial and nonjudicial foreclosure states in order to confiscate homes where they have no lawful standing to foreclose.

FIRST CAUSE OF ACTION:
RACKETEERING AGAINST ALL DEFENDANTS

150. Plaintiff incorporates and re-alleges paragraphs 1. through 149. of the Complaint and specifically pleads that this court has jurisdiction over these proceedings under the Racketeer Influenced and Corrupt Organizations Act (RICO) at 18 U.S.C. secs. 1961-1968.

151. The facts set forth herein establish the GMAC RACKETEERING ENTERPRISE which creates false, fraudulent and perjured documents in order to defrauds homeowners, such as the Plaintiff, the Registers of Deed and the courts in order to fraudulently foreclosure on homes and to inflict injury and damages upon homeowners through a course of patten of conduct established for that purpose.

152. More than two acts of fraud committed by mail fraud in violation of 18 U.S.C. sec, 1341 and wire fraud in violation of 18 U.S.C. sec. 1342 as part of the GMAC RACKETEERING ENTERPRISE have been committed in Plaintiff's case alone.

153. Thousands of acts of fraud are established by the depositions attached hereto as Exhibit C-1 and C-2.

154. In the course of its RACKETEERING ENTERPRISE, the Defendants RESCAP Debtors and the controlling and directing parent company, AFI and its largest nonpublic

shareholder CERBERUS, have engaged in thousands of predicate acts of mail fraud and wire fraud over from at least 2002 through the present date by transmitting forged documents by mail and wire in order to seize homes in which their investors have no secured interest due to the misconduct of AFI and CERBERUS briefly described in this Complaint.

155. Plaintiff is entitled to treble damages pursuant to 18 U.S.C. sec. 1964(c) and all other relief available under 18 U.S.C. sec. 1961-1968.

156. Because of the extent of the fraud in her own case, Plaintiff was required to take time from other clients' cases to discover and disclose the frauds complained of herein and she should be allowed her actual attorney's fees for time spent on her own case as further damages.

157. Plaintiff has incurred court costs and litigation expenses over the ten (10) years that she has been subjected to the GMAC RACKETEERING ENTERPRISE.

158. Plaintiff is also entitled to actual attorney's fees under the RICO Act because she is an attorney and has commenced this case as a quasi-qui tam proceeding for the public benefit.

159. Plaintiff is entitled to costs and disbursements in this action.

SECOND CAUSE OF ACTION:
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT ("FDCPA")
AGAINST MERS, RFC, GMAC, FORECLOSURE MILLS #1 AND #2
AND THEIR NAMED ATTORNEYS

152. Plaintiff incorporates and re-alleges paragraphs 1. through 149. of the Complaint and specifically pleads that this court has jurisdiction over these proceedings under the FDCPA at 15 U.S.C. 1692, et seq.

153. Defendants MERS, RFC, GMAC and FORECLOSURE MILLS #1 and #2 and their named attorneys are debt collectors as defined by 15 U.S.C. sec. 1692a(6).

154. Defendants filed false, deceptive, misleading and perjured documents in connection with the collection of Plaintiff's alleged debt in violation of 15 U.S.C. sec. 1692e.

155. Plaintiff suffered actual damages from the violations of the FDCPA and is also entitled to statutory damages and reasonable attorney's fees in these quasi-qui tam proceedings for the public benefit.

THIRD CAUSE OF ACTION:
COMPLAINT TO DETERMINE THESE CLAIMS NONDISCHARGEABLE FOR FRAUD AND THEFT [11 U.S.C. sec. 523(a)(2)]

AS AGAINST THE RESCAP DEBTORS NAMED HEREIN

156. Plaintiff incorporates and re-alleges paragraphs 1. through 149. of the Complaint and specifically pleads that this court has jurisdiction over these proceedings under 11 U.S.C. sec. 523(a)(2).

157. Plaintiff's home was illegally taken by forged documents through the fraudulent conduct of the named RESCAP Debtors and her personal property was taken from her home without her authority and consent by its agents.

158. The conduct described herein throughout the Complaint violates RICO, which is a federal crime, actionable by a private civil right of action at 18 U.S.C. sec. 1964 and damages arising therefrom are not dischargeable in bankruptcy.

FOURTH CAUSE OF ACTION:
COMPLAINT TO DETERMINE THESE CLAIMS NONDISCHARGEABLE FOR MALICIOUS INJURY [11 U.S.C. sec. 523(a)(6)]
AS TO THE NAMED RESCAP DEBTORS

159. Plaintiff incorporates and re-alleges paragraphs 1. through 149. of the Complaint and specifically pleads that this court has jurisdiction over these proceedings under 11 U.S.C. sec. 523(a)(6).

160. Plaintiff's home was illegally taken by forged documents through the fraudulent conduct of the named RESCAP Debtors and her personal property was taken from her home without her authority and consent by its agents with the intent to maliciously injure the Plaintiff's business and personal life for attempting to investigate the frauds being perpetrated by them.

161. The conduct described herein throughout the Complaint violates RICO, which is a federal crime, actionable by a private civil right of action at 18 U.S.C. sec. 1964 and damages arising therefrom are not dischargeable in bankruptcy.

FIFTH CAUSE OF ACTION:
COMPLAINT FOR TURNOVER OF PLAINTIFF'S HOME AND THE PERSONAL PROPERTY SEIZED FROM THE PREMISES WHICH ARE NOT ASSETS OF THE ESTATE HAVING BEEN TAKEN BY FORGED DOCUMENTS AND EX PARTE PROCESS PURSUANT TO 11 U.S.C. sec. 548
AS TO DEFENDANT RFC

162. Plaintiff incorporates and re-alleges paragraphs 1. through 149. of the Complaint and specifically pleads that this court has jurisdiction over these proceedings under 11 U.S.C. sec. 548.

163. RFC obtained a Sheriff's deed to Plaintiff's home by forgery and fraud.

164. RFC had no standing to take Plaintiff's home because no legal rights can be founded upon forged documents.

165. Plaintiff's home is not an asset of the estate of RFC because it was taken upon forged documents and the state court foreclosure is void.

166. Plaintiff's home must be returned to her forthwith and the Sheriff's deed must be declared a nullity.

166. Plaintiff's personal property which was stored at her home was illegally seized upon an ex parte Writ of Assistance, which is unconstitutionally void, upon a void judgment of foreclosure and Sheriff's sale based upon the void judgment is a nullity.

167. Her personal property must be returned to her home as soon as she is again in possession of it.

SIXTH CAUSE OF ACTION:
DECLARATORY AND INJUNCTIVE RELIEF
UNDER 28 U.S.C. SECS. 2201 AND 2202 UPON WITHDRAWAL OF THE REFERENCE AND PURSUANT TO11 U.S.C. SEC. 105.

168. Plaintiff incorporates and re-alleges paragraphs 1. through 149. of the Complaint and specifically pleads that this court has jurisdiction to grant declaratory relief under 28 U.S.C. secs. 2201 and 2202 upon withdrawal of the reference and pursuant to11 U.S.C. sec. 105.

169. Plaintiff seeks a declaratory judgment that the forged mortgage note and mortgage assignment by which her home was taken is void, that the foreclosure proceeding in state court is void and the Sheriff's deed is a nullity.

170. Plaintiff seeks an injunction prohibiting the RESCAP Debtors and their agents from attempting to sell homes which they have taken by void foreclosure processes in these proceedings.

171. Plaintiff seeks an injunction against MERS continuing to act as nominee for original "lenders" to effectuate any transfer not authorized by the original lender.

172. Plaintiff seeks an injunction against LPS continuing to provide access to its platform when to do so results in the printing and manipulation of images of scanned notes to facilitate the creation of forged documents for the purpose of foreclosure.

173. Appointing a special master to administer the punitive damages distribution as set forth in paragraphs K.-O. of the Requests for Relief herein.

REQUESTS FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

A. Awarding Plaintiff title to her home free and clear of the fraudulent claim of the GMAC RACKETEERING ENTERPRISE;

B. Granting Plaintiff an injunction against the continuation of the GMAC RACKETEERING ENTERPRISE effort to take her home;

C. Awarding Plaintiff a declaratory judgment that RFC TRUST 03 Loan Pool Number RASC2002KSSCONF is a pool of investment securities managed by RESIDENTIAL FUNDING COMPANY, LLC is not entitled to any payment from Plaintiff because it did not lend her any money, but rather loaned money to RFC Trust 03 or, in the alternative, declaring that the loan pool is obviously unsecured.

D. Awarding Plaintiff her actual damages for losses compensable for violation of FDCPA;

E. Awarding Plaintiff treble damages for violations of RICO for all of her losses, including but not limited to, pain and suffering, loss of economic opportunity, loss of prospective economic opportunity, payment for attorney's fees for her own time as an attorney in defending against the GMAC RACKETEERING ENTERPRISES and extensive litigation costs incurred over a period of ten (10) years of the continuing defense against the GMAC RACKETEERING ENTERPRISE.

F. Awarding Plaintiff statutory damages under FDCPA pursuant to 15 U.S.C. sec. 1692k starting one year before the commencement of this action in the United States District Court for the Western District of Wisconsin on November 30, 2010, still pending on her Motion for Reconsideration, which case must be transferred to this district for litigation of her claims because of the bankruptcy filings of the RESCAP Debtors.

G. Awarding Plaintiff all costs of litigation against the GMAC RACKETEERING ENTERPRISE over the period of ten (10) years.

H. Awarding Plaintiff her attorneys' fees for any attorney whom she may hire to assist her in these proceedings under RICO and FDCPA and her own fees as an attorney for prosecuting this matter for a punitive damages award for the benefit of victims of the GMAC RACKETEERING ENTERPRISE.

I. Ordering joint and several liability against each and all of the members of the GMAC

RACKETEERING ENTERPRISE, excluding the bankrupct AEGIS, but limiting the liability of the Wisconsin Foreclosure Mills to Plaintiff's actual damages and her pro rata share of punitive damages.

J. Awarding punitive damages of $10,000,000,000.00 in order to fully deter the GMAC RACKETEERING ENTERPRISE from continuing its frauds throughout the nation and ordering that the punitive damages be paid from their cash reserves, exclusive of any federal bail out funding.

K. Ordering that the first amount of the punitive damages award up to the amount of an amount to be determined to be a fair allocation of the punitive damages award to Plaintiff and that the remaining balance of the up to $10,000,000,000.00 be paid to a Trust Fund to be administered for the benefit of all persons whose homes were taken by the GMAC RACKETEERING ENTERPRISE and to appoint a special master to administer the Trust Fund from which funds will be distributed pro rata to the fraud victims on the basis of the fair market value of their homes at the time their homes were unlawfully taken by the GMAC RACKETEERING ENTERPRISE.

L. Ordering that the balance of the punitive damages award, after Plaintiff's pro rata fair share, be paid to the Trust Fund be deposited in insured accounts in banks and credit unions in the State of Wisconsin, except that no Wisconsin bank which has received TARP funding and failed to comply with HAMP policies shall be entitled to receive any such deposit.

M. Ordering the Trustee to provide public notice in the Wall Street Journal of the availability of the Trust Fund for compensation to victims of the GMAC RACKETEERING ENTERPRISE and to provide such other notice of the funds available for compensation as the Court may deem sufficient to provide adequate notice of the victims' rights to distributions from the Trust Fund.

N. Ordering the appointed Trustee to make bi-annual reports to the Court until the funds are fully distributed.

O. Ordering the remainder, if any, of the balance of the Trust Funds be paid to the Community Investment Credit Corporation, a Wisconsin corporation, for the purpose of improving the business economy in the State of Wisconsin up to the amount of $20,000,000.00 and any further remaining balance to be paid to non-profit legal assistance programs throughout the State of Wisconsin by the State Bar of Wisconsin, in its sole discretion.

P. Finding Plaintiff's claims to be nondischargeable in the underlying bankruptcy proceeding for the reasons stated at Counts III and IV pursuant to 11 U.S.C. secs. 523(a)(2) and 523(a)(6).

Q. Ordering the turnover of her home and personal property for the reasons stated at

Count V pursuant to 11 U.S.C. sec. 548.

R. Entering the declaratory and injunctive relief requested at Count VI under 28 U.S.C. secs. 2201 and 2202 and 11 U.S.C. sec. 105.

S. For such other relief as may be just and appropriate in these premises.

Dated at Minneapolis, Minnesota this 8th day of February, 2013.

/s/ Wendy Alison Nora

_____

Wendy Alison Nora, pro hac vice,
for herself and all homeowner victims of foreclosure based on forged documents
ACCESS LEGAL SERVICES
210 Second Street NE
Minneapolis, Minnesota 55413
(612) 333-4144
FAX (612) 885-2444
Wisconsin Attorney ID #1017043
Minnesota Attorney ID #0165896

DECLARATION OF WENDY ALISON NORA

Wendy Alison Nora states, under penalty of perjury, that she has read the foregoing Complaint the facts contained therein are true and correct, according to her personal knowledge to the best of her knowledge, information and belief and the documents attached hereto are true and correct copies of what they purport to be.

Dated at Minneapolis, Minnesota this 8th day of February, 2013.

/s/Wendy Alison Nora
Wendy Alison Nora

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(a) of the Federal Rules of Civil Procedure, Plaintiff demands a jury trial to all issues triable to by a jury.

UNSWORN DECLARATION OF SERVICE

Wendy Alison Nora declares, under penalty of perjury, that the above-captioned document was filed with United States Bankruptcy Court for the Southern District of New York

by CM/ECF as an adversary proceeding in associated with the RESCAP bankruptcy proceedings in Case No. 12-12020 on February 8, 2013.

/s/Wendy Alison Nora
Wendy Alison Nora

United States Bankruptcy Court
District of Delaware

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 11 of the United States Bankruptcy Code, entered on 08/13/2007 at 3:22 PM and filed on 08/13/2007.

FILED
08/13/2007
3:22 PM

Aegis Mortgage Corporation, et al.
11381 Meadowglen Lane
Suite I
Houston, TX 77082
Tax ID / EIN: 77-0589883
aka
UC Lending
aka
New America Financial
aka
Caledon Capital

The case was filed by the debtor's attorney:

Laura Davis Jones
Pachulski Stang Ziehl & Jones LLP
919 N. Market Street
17th Floor
Wilmington, DE 19899-8705
302-652-4100

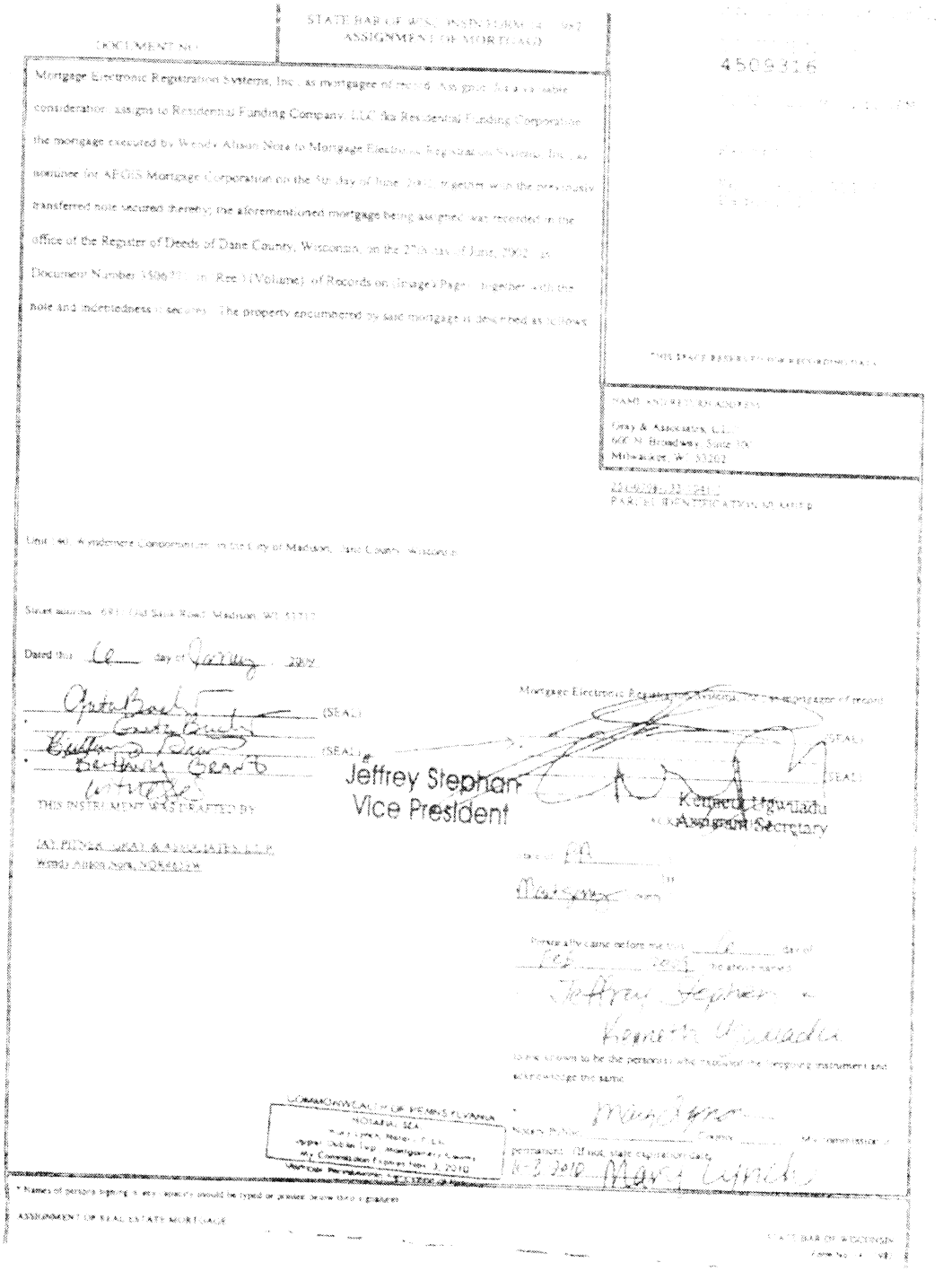
The case was assigned case number 07-11119-BLS to Judge Brendan Linehan Shannon.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page www.deb.uscourts.gov or at the Clerk's Office, 824 Market Street, 3rd Floor, Wilmington, DE 19801.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

David D. Bird



ASSIGNMENT OF REAL ESTATE MORTGAGE

Mortgage Electronic Registration Systems, Inc., as mortgagee of record, hereby grants for a valuable consideration, assigns to Residential Funding Company, LLC fka Residential Funding Corporation the mortgage executed by Wendy Alison Nora to Mortgage Electronic Registration Systems, Inc., as nominee for AEGIS Mortgage Corporation on the 1st day of June, 2001, together with the promissory note secured thereby, the aforementioned mortgage being assigned, was recorded in the office of the Register of Deeds of Dane County, Wisconsin, on the 27th day of June, 2002, as Document Number 3506231 on Reel (Volume) of Records on Image(s) Page, together with the note and indebtedness it secures. The property encumbered by said mortgage is described as follows:

4509316

Unit 140, Kindercare Condominium, in the City of Madison, Dane County, Wisconsin.

Dated this 6th day of January, 2009.

Mortgage Electronic Registration Systems, Inc., as mortgagee of record

Jeffrey Stephan
Vice President

Kenneth Ugwuadu
Assistant Secretary

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

Personally came before me this 6th day of February, 2009, the above named Jeffrey Stephan and Kenneth Ugwuadu, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

NOTARIAL SEAL
Notary Public, State of Wisconsin
My Commission Expires Nov. 3, 2010

My commission expires: 11-3-2010

Exhibit B

MAINE DISTRICT COURT, DISTRICT NINE
DIVISION OF NORTHERN CUMBERLAND

- - -

FEDERAL NATIONAL MORTGAGE ASSOCIATION Plaintiff	:	DOCKET NO. BRI-RE-09-65
V.	:	
NICOLE M. BRADBURY Defendant	:	
and GMAC MORTGAGE, LLC d/b/a DITECH, LLC.COM and BANK OF AMERICA, NA Parties in Interest	:	

- - -

June 7, 2010

- - -

Oral deposition of JEFFREY D. STEPHAN, taken pursuant to notice, was held at the law offices of LUNDY FLITTER BELDECOS & BERGER, P.C., 450 N. Narberth Avenue, Narberth, Pennsylvania 19072, commencing at 10:10 a.m., on the above date, before Susan B. Berkowitz, a Registered Professional Reporter and Notary Public in the Commonwealth of Pennsylvania.

- - -

Exhibit C-1

C-1-1

APPEARANCES:

BRIAN M. FLEISCHER, ESQUIRE
FLEISCHER, FLEISCHER & SUGLIA, P.C.
Plaza 1000 at Main Street
Suite 208
Voorhees, New Jersey 08043
(856) 489-8977
bfleischer@fleischerlaw.com
Counsel for GMAC

THOMAS A. COX, ESQUIRE
LAW OFFICES OF THOMAS A. COX
P.O. Box 1315
Portland, Maine 04104
(207) 749-6671
tac@gwi.net
Counsel for Defendant,
Nicole M. Bradbury

VIA TELEPHONE:
JULIA G. PITNEY, ESQUIRE
DRUMMOND & DRUMMOND
One Monument Way
Portland, Maine 04101
(207) 774-0317
JPitney@ddlaw.com
Counsel for GMAC and Fannie Mae

(Document marked Exhibit-1 for identification.)

- - -

(It is hereby stipulated and agreed by and between counsel that sealing, filing and certification are waived; and that all objections, except as to the form of questions, be reserved until the time of trial.)

- - -

JEFFREY D. STEPHAN, after having been duly sworn, was examined and testified as follows:

- - -

MS. PITNEY: I would like to put on the record that we requested a stipulation, and Attorney Cox has denied our request for that stipulation. And that would be a stipulation that this deposition transcript be used for this case, FNMA versus Bradbury, only.

STEPHAN

MR. COX: Mr. Fleischer, we understand that Julia Pitney represents the plaintiff in this case. Who do you represent today?

MR. FLEISCHER: I believe Ms. Pitney both represents Fannie Mae and GMAC, and I am here on GMAC's behalf.

MR. COX: GMAC is neither a plaintiff nor defendant in this case, so we may have some issues around that, but we'll cross that bridge when we get to it.

- - -

EXAMINATION

- - -

BY MR. COX:

Q. Mr. Stephan, for the record, would you state your full name, please?

A. Jeffrey Stephan.

Q. How old are you?

A. I am 41, in June.

Q. You live in Sellersville, Pennsylvania?

STEPHAN

A. That is correct.

Q. Have you had your deposition taken previously?

A. In other cases, yes.

Q. How many other cases?

A. This will be my third time.

Q. What other cases were you deposed in, to your recollection?

A. In what kind of cases?

Q. Well, can you remember the names of the cases?

A. No, I don't.

Q. When is the last time that you've had your deposition taken?

A. I would approximate two, three months ago.

Q. Was that in Florida?

A. No. That was in New Jersey.

Q. That would have been in 2010?

A. Yes.

Q. Then you were deposed in Florida in December of 2009?

A. That is correct.

C-1-2

STEPHAN

Q. When was the other deposition, the third deposition?

A. This one today is the third.

Q. Have you testified in court as a witness before?

A. No.

Q. Did you review any documents to prepare for this deposition?

A. Yes.

Q. What documents did you review?

A. I looked at the deposition that was sent to me. And I went over the Complaint with Brian.

THE WITNESS: When was that, Thursday, Wednesday?

MR. FLEISCHER: You're directed not to say anything with regard to what we spoke about, but, yes, you can answer to what you looked at.

THE WITNESS: Yes.

MS. PITNEY: I'm sorry to interrupt. I'm just having a

STEPHAN

little difficulty hearing you. Is there any way to push the phone a little closer to Mr. Stephan?

MR. FLEISCHER: Okay. And, Julia, let me know during the course if there's still a problem.

MS. PITNEY: You were doing fine, and then it got a little fuzzy.

THE WITNESS: I'll talk louder.

MS. PITNEY: Thank you.

BY MR. COX:

Q. What deposition did you look at?

A. The deposition for this case.

Q. The Deposition Notice?

A. Right, the Deposition Notice.

Q. It was not another deposition transcript --

A. No.

Q. -- that you were referring

STEPHAN

to?

A. No.

MR. FLEISCHER: Let him finish the question, and then respond, because it makes it cleaner for the transcript.

THE WITNESS: Thank you.

BY MR. COX:

Q. What is your educational background?

A. I have a four-year degree at Penn State University in liberal arts.

Q. When did you go to work for GMAC?

A. I began work at GMAC September 30th of '04.

Q. What was your work history, in a summary form, before you went to work for GMAC?

A. I have done collections and mortgage foreclosures for other companies.

Q. Who have you done mortgage foreclosure work for?

STEPHAN

A. ContiMortgage, Fairbanks Capital, GMAC.

Q. The first one, I'm not sure about. Is that Conti, C-O-N-T-E (sic)?

A. C-O-N-T-I.

Q. What period of time did you work for ContiMortgage?

A. I began there in '92. I believe I left there in '98.

Q. What years, approximately, did you work for Fairbanks Capital?

A. '98 to '04.

Q. You work in the GMAC Mortgage office in Fort Washington, Pennsylvania; is that correct?

A. That is correct.

Q. Approximately, how many people work in that office?

A. I can't estimate the number of people. I can say my department, approximately 50 to 60 people.

Q. What's the name of your department?

A. Foreclosures.

C-1-3

10

STEPHAN
Q. When you began working for GMAC Mortgage in 2004, what position did you begin working in?
A. I was a foreclosure specialist.
Q. What kinds of duties did that involve?
A. That involved the day-to-day handling and servicing of a portfolio of loans that fell into a foreclosure category.
Q. What kinds of duties did you carry out with respect to those matters?
MS. PITNEY: Object to form.
MR. COX: You have to answer.
MS. PITNEY: You can answer the question.
THE WITNESS: The everyday servicing of the file, from contacting the attorney, supplying an attorney who's handling a case within my portfolio with any information they may need, a copy

11

STEPHAN
of documents that may be needed through a fax form or e-mail form, the calculation of figures for judgments, reporting sale results at that time, and properly conveying properties to the proper departments for post sale action.
BY MR. COX:
Q. How long did you hold the position of foreclosure specialist?
A. With GMAC, three years.
Q. So you would have assumed a new position sometime in 2007?
A. Yes.
Q. What position did you assume in 2007?
A. I became a team lead within the foreclosure department.
Q. What duties did you assume as the team lead in the foreclosure department?
A. At that time, GMAC segregated our department into teams, and I was put into place as the supervisor or

12

STEPHAN
team lead for our bidding team, which would be a team of individuals who calculate the bids for sales.
Q. Calculate the bids for sales of mortgage --
A. Foreclosure sales.
MR. FLEISCHER: Again, let him finish the question.
BY MR. COX:
Q. Just so I can understand it, your role in that position was to help GMAC calculate what it was going to bid at any given foreclosure sale?
A. That would be correct.
Q. The foreclosure department -- is that what it's called?
A. Yes.
Q. That has units within it?
A. Yes.
Q. And when you were doing the bidding work, what unit were you a part of at that time?
A. The bid team.
Q. How long did you serve on

13

STEPHAN
the bid team?
A. I'm going to estimate six months to a year, at the most.
Q. Does it sound roughly correct that sometime in 2008, you assumed a new position?
A. Yes.
Q. What was the next position that you held after working on the bid team?
A. My present position, which is the team lead of the document execution team.
Q. Is there also a service transfer unit?
A. Yes, there is.
Q. Are you the team lead of that as well?
A. Yes, I am. That falls into the document execution team.
Q. So I talk your language, there's a foreclosure department?
A. Yes.
Q. And the subdivisions within

C 1-4

STEPHAN
that, do you call them teams or units?
A. Teams.
Q. So there's a foreclosure department, and then within it are a group of teams that do different functions; is that correct?
A. That is correct.
Q. What does the document execution team do?
MR. FLEISCHER: Objection as to form.
THE WITNESS: Can you rephrase that?
BY MR. COX:
Q. What are the functions of the document execution team?
A. The functions of my document execution team is, I have staff that prints documents, from our computer system, that are submitted from our attorney network. I have staff, also, on that team who prepares the documents which have already received figures from our attorneys. So there are completed

STEPHAN
documents. They fill in the blanks, they stamp names. They ensure that all of the notary lines are completed properly once it's returned from the notary. And that staff also is in charge of making sure they Federal Express the document back to the designated attorney within our network.
Q. What does the service transfer team do?
A. The service transfer team receives a list of loans from our transfer management team, which is located in Iowa. The service transfer team within foreclosure only handles loans that fall into a bankruptcy or foreclosure category. They prepare files or CDs, and transfer them to the new servicer. So they're loans that are either acquired, or they're loans that are being transferred to a new servicer for service.
Q. How many employees are on the document execution team?

STEPHAN
A. 14.
Q. Including yourself?
A. No; including me, 15.
Q. What training have you received from GMAC to function in your capacity as the team lead for the document execution team?
MS. PITNEY: Object to form.
BY MR. COX:
Q. Let me restate the question. Have you received any training from GMAC to use in conjunction with your performance as the team lead for the document execution team?
A. Yes.
Q. What training have you received?
A. I received side-by-side training from another team lead to instruct me on how to review the documents when they are received from my staff.
Q. Who was that person?
A. That person, at the time, I

STEPHAN
believe was a gentleman by the name of Kenneth Ugwuadu, U-G-W-U-A-D-U. He is no longer with GMAC.
Q. How long did that training last?
A. Three days.
Q. Were there any written or printed training materials or manuals used as a part of that training?
A. No.
Q. Again, just so I understand what your testimony was, that training involved your learning how to review the documents that were being processed through your hands; is that correct?
A. That's correct.
Q. What were you trained to do with respect to those documents by that gentleman?
A. Basically, how to review the system, which I already basically knew from preparing documents in my prior position before becoming a team lead. So it was more or less a rehash, let's say.

C-1-5

STEPHAN
or retraining, to confirm that I was looking at things correctly in the system.
Q. When you refer to a system, you're referring to a computer system?
A. Yes.
Q. Other than what you might call it when you're not happy, does that system have a name?
A. Yes. That system is called Fiserv, F-I-S-E-R-V.
Q. Have you received any training on how to use that system?
A. Yes, when I was hired.
Q. Are there any manuals or training materials associated with your training on that system?
A. Yes, there is.
Q. Do you have those manuals in your possession?
A. Presently, no.
Q. Do they exist in your office at GMAC?
A. I honestly don't know.

STEPHAN
Q. In your role as team lead for the document execution team, do you have any duties with respect to the receipt, application, or counting for loan payments?
A. No.
MS. PITNEY: Object to the form of the question.
BY MR. COX:
Q. What department has that responsibility?
A. To my understanding, that would be customer service. And within customer service, I believe there is a cash unit.
Q. Have you ever worked in that cash unit?
A. No.
Q. Have you ever worked in that customer service department?
A. No.
Q. Have you ever had any training in how that department and unit work?

STEPHAN
A. No.
Q. In your capacity as team lead for the document execution team, do you have any responsibility for data entry into the computer system regarding payments received by GMAC?
A. No.
Q. In your capacity as the team lead for the document execution team, do you have any role in the foreclosure process at GMAC, other than the signing of documents?
MR. FLEISCHER: Objection as to the form of the question.
THE WITNESS: Can you rephrase?
BY MR. COX:
Q. In your capacity as the team lead for the document execution team, do you have any role in the foreclosure process, other than the signing of documents?
A. No.
Q. I'm going to hand you what

STEPHAN
we have marked as Deposition Exhibit Number 1, which is your affidavit in this case, dated August 5, 2009.
MS. PITNEY: Excuse me, Tom. This is Julia. Am I to presume that this is the only exhibit you're going to be introducing? Because I haven't received any exhibits that you plan to produce at this deposition today.
MR. COX: I had no idea you were going to be participating today, Julia.
MS. PITNEY: Well, I represent the plaintiff. It shouldn't come as any surprise.
MR. COX: We're not going to have a debate on the record. The exhibits are here. You're welcome to come see them. I had no idea that you were going to participate in this fashion.
MS. PITNEY: You had no idea?

C-1-6

STEPHAN

MR. COX: I'm not going to have this exchange on the record with you. If you want to go off the record for a minute, I'll be happy to do it.

MS. PITNEY: No, we're going to stay right on the record, Tom.

MR. COX: That's fine.

MS. PITNEY: Is it your intent to introduce these exhibits that have not been produced to the opposing party?

MR. COX: I'm not going to respond to that. I will entertain objections that you are going to make. But I'm not going to respond to your questions on the record.

MS. PITNEY: I'm going to object to each and every exhibit.

MR. COX: That's your right to do that.

BY MR. COX:

Q. I've handed you Deposition

STEPHAN

Exhibit Number 1, Mr. Stephan. Is that a document signed by you?

A. Yes, that is my signature.

Q. And that's dated August 5, 2009?

A. That is correct.

Q. Do you have any memory of signing that document?

A. No, I do not.

MS. PITNEY: I'd like to take a brief break and speak with Attorney Fleischer separately. There's no question pending.

(Whereupon, a short recess was taken.)

MR. COX: I gather you have something you want to say on the record, Julia?

MS. PITNEY: Yes. I object to not being provided copies of the documents that you intend to introduce in this deposition. And in an effort to make things more efficient, my proposal is that --

STEPHAN

I understand there's not a large number of documents. I propose that we have Attorney Fleischer fax them to me, or e-mail, in bulk, or we're going to have to stop. I would object. And each time I'm going to stop and have each document sent to me.

MR. COX: Your objection is noted.

MR. FLEISCHER: Why don't we at least just deal with the one document that's in front of us at this point, which is the affidavit, and then we'll address each one as they come up.

MS. PITNEY: Fair enough.

BY MR. COX:

Q. Mr. Stephan, you've testified that in addition to yourself, there are 14 other employees in your document execution team.

A. That is correct.

Q. You have a title of limited

STEPHAN

signing officer; is that correct?

A. That is correct.

Q. How long have you been a limited signing officer for GMAC Mortgage?

A. I'm going to estimate, two years.

Q. Are there any other limited signing officers among the 14 people on your team?

A. No, not amongst my 14 people.

Q. Exhibit-1, on the bottom of the first page, says: I have under my custody and control the records relating to the mortgage transaction referenced below.

What records does GMAC maintain with respect to mortgage transactions?

MS. PITNEY: Object to the form.

THE WITNESS: Please rephrase.

C-1-7

26

STEPHAN
BY MR. COX:
Q. What records does GMAC maintain with respect to mortgage loans?
A. We keep our records for the foreclosure department and the rest of the company on our Fiserv system for availability throughout our company.
Q. Do paper records exist anywhere within GMAC Mortgage?
A. Yes, they do.
Q. Where do they exist?
A. I believe they are housed either in our Iowa office or in Minnesota, or with any of our custodians involved within the company.
Q. Do you have any responsibilities for making entries in the Fiserv system?
A. Other than just usual notes, no.
Q. What kind of usual notes do you enter?
MS. PITNEY: Object. I'm objecting to the form of the

27

STEPHAN
question. And, furthermore, I'm objecting to the extent that you're basically asking him an incredibly broad-based question here, Tom. If you want to ask him about this case and any entries he made with respect to this case, then that's fine. But your question is pretty sweeping there.
BY MR. COX:
Q. What is your usual business practice and routine with respect to making usual notes in the Fiserv system?
A. If a customer were to call in, I would make a note in our computer system.
Q. Do customers call you in your capacity as team lead for the document execution team?
A. No, they do not.
Q. So if that's the only kind of notes that you would make in the system, is it fair to say that you don't make notes in that system?

28

STEPHAN
A. That would be correct.
Q. And you have no role in the entry of any other data into that system; isn't that correct?
A. That is correct.
Q. What department maintains that system?
MR. FLEISCHER: Objection as to form.
BY MR. COX:
Q. Do you know what department maintains that system?
A. The system is used by the entire company.
Q. Do you know what department maintains the security for that system?
A. The IT department.
Q. Where is that located?
A. Throughout the entire country.
Q. Do you know what department makes entries into that system?
A. Numerous departments.
Q. Do you know what departments

29

STEPHAN
have the ability to change entries in that system?
A. Nobody has the ability to change an entry in the system, as far as a note would go.
Q. What do you mean by that?
A. Such as if a customer calls in, you type in the system. Once you type it, it's entered.
Q. Does GMAC keep a paper record of loan payments made by mortgage customers?
A. I do not know.
Q. I think you said that the cash department receives payments -- customer payments; is that correct?
A. To my knowledge, yes.
Q. That's the department that you've said you have not worked in; is that correct?
A. That is correct.
Q. So you don't have firsthand knowledge about how it operates; is that correct?

C-1-8

STEPHAN
A. That is correct.
MS. PITNEY: Object.
BY MR. COX:
Q. Do you have any knowledge about how the data relating to those payments are entered into the system?
A. I do not have that knowledge.
Q. Do you have any knowledge about how GMAC ensures the accuracy of the data entered into the system?
A. No, I do not.
Q. Do you have any knowledge as to what measures GMAC takes to preserve the integrity and security of the system?
A. No, I do not.
MS. PITNEY: Object to the form of that question.
BY MR. COX:
Q. In your capacity as team lead for the document execution team, what kinds of documents do you sign?
A. The types of documents I sign are assignments of mortgage,

STEPHAN
numerous types of affidavits, deeds that need to be done post sale, a substitution of trustees. And that covers it in a general span.
Q. You said you sign a variety of affidavits. What kinds of affidavits do you sign?
A. I sign judgment affidavits for judicial foreclosure actions. I will sign an affidavit verifying military duty. I sign affidavits in reference to -- if GMAC has exhausted all options through lost mitigation upon reviewing notes in our Fiserv system. That's a general description of different types of affidavits.
Q. Your document execution team provides documents for foreclosures in what states?
A. Throughout the country.
Q. Are there other document execution teams within the GMAC system?
A. I believe our bankruptcy unit also has a document execution team.

STEPHAN
Q. That's the only other document execution team that you're aware of?
A. To my knowledge, yes.
Q. When you referred in one of your answers a few moments ago to judgment affidavits, are you referring to the type of affidavit in front of you, as Deposition Exhibit-1?
A. That is a similar type of affidavit, yes. This states Affidavit in Support of the Plaintiff's Motion for Summary Judgment.
Q. Have you received any training regarding the summary judgment process in judicial foreclosure states?
A. No.
Q. Do you have any knowledge as to what a summary judgment affidavit is used for in the State of Maine?
MR. FLEISCHER: Objection as to form.
BY MR. COX:
Q. Would you please answer the

STEPHAN
question?
A. To my knowledge, a borrower would have filed a contested answer. And this would be our next step within the process, to confirm the amount that is due to support the summary judgment.
Q. Do you understand how the affidavit is used, that is, Deposition Exhibit Number 1?
MS. PITNEY: Objection. Tom, you're getting dangerously close here to the privileged area. I mean, this affidavit, in itself, was prepared in preparation for litigation -- in litigation; not even preparation for it, but during litigation.
MR. COX: I have not the slightest interest in getting into attorney/client privilege. I'll rephrase the question.
C-1-9
BY MR. COX:
Q. Do you have any knowledge of how summary judgment affidavits are used

STEPHAN

in judicial foreclosure states?

A. No.

Q. Are you aware that they are given to a judge?

A. Yes.

Q. And do you understand that the judge relies upon them?

A. Yes.

Q. At the time that you executed Deposition Exhibit-1 on August 5, 2009, you were, at that time, in your position as team lead for the document execution department?

A. Yes.

Q. Has the manner in which you perform your duties as the team lead for the document execution department changed in any way over the period from August 5, 2009 to the present date?

A. No.

Q. Has your job description changed in any manner during that time?

A. I assumed the responsibility at that time of also handling the service

STEPHAN

transfer team as an additional responsibility; other than document execution, no.

Q. In your usual business practice as a team lead for the document execution team, how does a summary judgment affidavit come to you, such as the one that is Deposition Exhibit Number 1?

MS. PITNEY: Objection. Tom, if you'd like to ask him about how this specific affidavit came to him, that's fine. But, again, you're asking way too broad.

BY MR. COX:

Q. Do you know how this specific affidavit got to you, Mr. Stephan?

A. We have a process in place that if our attorney network needs an affidavit, they will upload it into our system, which is called LPS. We have another system, which is a communication

STEPHAN

tool, between our attorneys. They load it into a process called signature required.

MS. PITNEY: Jeff, I'm going to interrupt you right there. To the extent that this answer or anything else that you say has to do with your communication between you and your attorney -- GMAC and its attorney, it's attorney/client privilege.

THE WITNESS: So I won't answer.

MR. COX: Well, let's go back and ask the question again.

MS. PITNEY: He's answered the question. He gets the affidavit from the attorney.

BY MR. COX:

Q. What is the LPS system?

A. That is a communication tool with our attorney network.

Q. Is LPS a separate company?

A. Yes.

STEPHAN

MS. PITNEY: Objection. The means by which he communicates any details about -- the means by which he communicates with his attorneys is privileged.

BY MR. COX:

Q. What does LPS do?

MS. PITNEY: I'm going to object again on privilege grounds. Same objection. Do not answer that question.

THE WITNESS: Okay.

BY MR. COX:

Q. Is the source of what you know about what LPS does based upon any communication that you've had with lawyers?

A. Sorry. Please rephrase that. I don't understand your question.

Q. Do you know what LPS does with respect to documents processed by your unit? C-1-10

MS. PITNEY: Objection. Same objection.

STEPHAN

MR. COX: He can answer that yes or no.

THE WITNESS: I still don't understand what you're asking.

BY MR. COX:

Q. You've mentioned LPS.

A. Right.

Q. That's a separate company; is that correct?

A. It's a system that we have acquired from a company by the name of Fidelity, in order to have communication between our attorneys.

Q. Do you have any memory of specifically receiving Deposition Exhibit-1?

A. No.

Q. Again, I'm asking you, based upon that, to describe what the usual business practice is within your unit, as far as how affidavits, such as Deposition Exhibit-1, come to you.

A. Our attorney will load it to the LPS system. Members of my team will

STEPHAN

print it. Other members will prepare it. The figures have already been loaded from our network of attorneys. So my team does not have any input on the affidavit, other than filling in my name. They bring it to me. I review it against our Fiserv system, execute it, hand it back. They get it notarized. It's Federal Expressed back to the individual attorney asking.

Q. Do you keep a log of any sort of what documents you execute?

MS. PITNEY: I'm sorry. Can you repeat the question, Tom? I could not hear that.

BY MR. COX:

Q. Do you keep a log of any sort of what documents you execute?

MS. PITNEY: Objection. Work product. Any type of log that he keeps relative to these affidavits is prepared in preparation for litigation; to the extent that one even exists.

STEPHAN

MR. COX: He can answer the question of whether or not he keeps a log, before I ask him what goes into the log.

MS. PITNEY: Fine.

THE WITNESS: No, I don't have a log.

BY MR. COX:

Q. Does anybody keep a log of what documents you sign?

MS. PITNEY: Object to the form of that question.

THE WITNESS: Please rephrase.

BY MR. COX:

Q. Do you know if anybody keeps a log of what documents you execute?

A. We have notaries in our department, approximately six, who keep a log for what they notarize.

Q. These are notaries within your department?

A. That is correct.

Q. As I understand it, the

STEPHAN

first step is, in your department, a document comes in on the LPS system from the outside lawyer; is that correct?

A. That is correct.

Q. And then an employee in your department prints it out; is that correct?

A. That is correct.

Q. And then you said that the employee prepares the document. What does that mean?

MS. PITNEY: Objection. The document is prepared for litigation. It is privileged. How it is prepared is privileged. Do not answer that question.

BY MR. COX:

Q. Do your employees have any direct communication with outside counsel?

C-1-11

A. Yes, through the LPS system.

MS. PITNEY: Objection. How and what he communicates with his attorney is privileged, Tom.

STEPHAN

MR. COX: I haven't asked for the content. I asked if it happens.

BY MR. COX:

Q. Would you answer the question, please?

A. Yes, through the LPS system.

Q. Is anything done to a document submitted to the LPS system by an outside lawyer before it reaches your hands?

MS. PITNEY: Objection. Preparation of the document is privileged. It's for litigation. Do not answer the question.

BY MR. COX:

Q. Is the document that is received in the LPS system from outside counsel presented to you in exactly the form that it is received in from outside counsel?

MS. PITNEY: Objection. Same objection.

MR. COX: Is it an

STEPHAN

objection, or are you instructing him not to answer?

MS. PITNEY: I'm instructing him not to answer, to the extent you're asking him questions about a document that was prepared specifically during the course of litigation. It's protected by privilege, and you can't ask him questions about it.

BY MR. COX:

Q. Deposition Exhibit-1 has your name stamped on it with a stamp; is that correct?

A. That is correct.

Q. And below your name, the words "limited signing officer" appear; is that correct?

A. That is correct.

Q. Who puts that stamp on these affidavits?

A. My team.

Q. On this particular affidavit, your name and title is stamped

STEPHAN

twice on the first page, and once on the signature page for you; is that correct?

A. That is correct.

Q. And then it's stamped again on the notary page; is that correct?

A. That is correct.

Q. So as I understand it, an affidavit, such as Deposition Exhibit-1, is initially prepared by outside counsel?

MS. PITNEY: Objection.

BY MR. COX:

Q. Is that correct?

A. Yes, that is correct.

Q. Does anybody on your team verify the accuracy of any of the contents of the affidavit before it reaches your hands?

MS. PITNEY: Objection again. How the document is prepared -- you can ask him questions about the document and what's stated in the document. The preparation of the document, which is prepared for litigation,

STEPHAN

is privileged. Do not answer the question, Jeff.

BY MR. COX:

Q. Mr. Stephan, do you recall testifying in your Florida deposition in December, with regard to your employees, and you said, quote, they do not go into the system and verify the information as accurate?

A. That is correct.

MS. PITNEY: I'm sorry. Tom, could you please repeat what you just said? I just couldn't hear.

MR. COX: Quote: They do not go into the system and verify the information as accurate.

BY MR. COX:

Q. Is that correct?

A. That is correct.

C-1-12

MR. FLEISCHER: Tom, can you reference what litigation that was in, do you know?

MR. COX: The Florida case

STEPHAN
that he testified in.
MR. FLEISCHER: I just thought you might have a reference there.
MR. COX: I'll get it shortly.
BY MR. COX:
Q. Do you and your 14-person team all work in the same physical space?
A. Yes. We're all in the same department.
Q. Do you have an office or a cubicle, or what?
A. Cubicle.
Q. Do the employees bring documents to you to sign?
A. That is correct.
Q. How many do they bring to you at a time, on average?
A. For a month, anywhere from six to 8,000 documents.
Q. Do you recall testifying in your Florida deposition in December that you estimated it was 10,000 documents a

STEPHAN
month?
A. I do not recall. I'm going off of numbers within the past month or so.
Q. Have those numbers gone down in the past month or so?
A. There has been a decrease.
Q. Back in December, were you signing in the range of 10,000 documents a month?
A. I may have been.
Q. Back in August of 2009, roughly, how many documents a month were you signing?
A. I cannot estimate. I don't know.
Q. Do you believe that it was more or less than the number you were signing in December?
A. I'm going to assume, more.
Q. And on a given day, I understand an employee brings you a group of documents for you to sign; is that correct?

STEPHAN
A. That would be correct.
Q. Roughly, how many are brought to you in a group, on average?
A. Throughout a day, I believe we are averaging approximately 400 new requests coming in from our attorney network. So I would say approximately 400 per day.
Q. This sounds very basic. But, physically, are you handed a pile of 100 documents, 300 documents? How does that work?
A. They bring them to me in individual folders from each one of the members of my team. I do not count how many are in the files.
Q. So each team employee has a folder of document; is that correct?
A. That is correct.
Q. When you receive a summary judgment affidavit to be signed by you, is it accompanied by any other documents relating to the loan?
MS. PITNEY: Objection. The

STEPHAN
document is prepared for litigation. And anything he does when he's preparing it is privileged.
MR. COX: Are you telling him not to answer?
MS. PITNEY: I am. Tom, if you want to ask him about general procedures, which you have been, then I'm not going to object as much. But if you want to ask him about what goes into preparing a document that was used for summary judgment, that's clearly prepared for litigation, and it's privileged and protected.
MR. COX: I think you haven't heard my question, Julia. I'll state it again.
C-1-13
BY MR. COX:
Q. When you receive a summary judgment document for your execution, is it accompanied by any other documents?
MS. PITNEY: My objection is

50

STEPHAN
-- you can answer that question, Jeff.
THE WITNESS: There are times when it has the Complaint connected. There are times when it is brought to me just as the affidavit.
BY MR. COX:
Q. When you say that there are times when it comes to you with a Complaint connected, you mean attached as an exhibit?
A. Such as this one, yes.
Q. When you say "this one," you're referring to Deposition Exhibit-1?
A. Yes, that is correct.
Q. Deposition Exhibit-1 has several exhibits attached to it; is that correct?
MS. PITNEY: Could you please tell me what the exhibits that are attached are, because I don't have the benefit of having them in front of me?

51

STEPHAN
THE WITNESS: Exhibit-A is a copy of the note and the --
MR. COX: Julia, this is your summary judgment affidavit.
MS. PITNEY: I'm not doubting that it is. I just don't know what these other exhibits attached are.
MR. COX: Don't you have your copy?
MS. PITNEY: You're the one verifying if they're the same as the one I'm looking at, Tom.
THE WITNESS: Exhibit-B is the mortgage. Exhibit-C is the assignment of note and mortgage. Exhibit-D -- I believe we're looking at the demand, or the breach letter. And those are the four documents that are connected to this affidavit of summary judgment.
BY MR. COX:
Q. In your usual practice, are

52

STEPHAN
those exhibits attached to the affidavit at the time that you sign them?
MS. PITNEY: Objection. You're asking about a document that was prepared by an attorney. Anything that comes with it that he's asked to review is privileged -- the communication between a client and an attorney. Do not answer the question.
BY MR. COX:
Q. Mr. Stephan, would you please look at Paragraph 3 of Exhibit-1. Do you see there the statement: That a true and correct copy of which is attached hereto is Exhibit-A?
A. Where are you looking?
Q. Paragraph 3. Do you see that statement?
A. Yes, I do.
Q. When you sign an affidavit such as Exhibit-1, are the exhibits attached to it?
MS. PITNEY: Objection. A

53

STEPHAN
document that's provided to him by an attorney is privileged.
MR. COX: Are you telling him not to answer that question?
MS. PITNEY: Yes. I'll say again, Tom, if you would like to ask him about the facts that are in the affidavit, the details about this loan -- which I might remind you involves a woman by the name of Nicole Bradbury -- then I'm sure Jeff will answer your question?
MR. COX: Well, he has the affidavit in front of him in this case. And the affidavit which he swore to says a true and correct copy of the note is attached to it. And I'm asking him if that document was attached to it at the time that he signed it.
BY MR. COX:
Q. Would you please answer that question?

C-1-14

STEPHAN
A. To my knowledge, I do not recall.
Q. Is it your usual business practice to have exhibits attached to affidavits that you sign?
A. Yes.
Q. All exhibits?
MS. PITNEY: Object to form.
THE WITNESS: I do not know.
BY MR. COX:
Q. When you sign a summary judgment affidavit, do you check to see if all the exhibits are attached to it?
A. No.
Q. Does anybody in your department check to see if all the exhibits are attached to it at the time that it is presented to you for your signature?
A. No.
Q. When you sign a summary judgment affidavit, do you inspect any exhibits attached to it?
A. No.

STEPHAN
MS. PITNEY: Could you repeat the question, Tom? Did you say -- or can you have it read back, please?
(Whereupon, the pertinent portion of the record was read.)
MS. PITNEY: Object to the form.
BY MR. COX:
Q. What happens to an affidavit in your department after you sign it?
MS. PITNEY: Objection. What happens to the document afterwards is -- it's in the course of litigation. The same objection as I said before. Where it goes is privileged.
MR. COX: Where it goes is not a communication. It is not privileged.
MS. PITNEY: You don't know that.
MR. COX: Pardon me?
MS. PITNEY: You don't

STEPHAN
necessarily know that.
MR. COX: The physical movement of a document is not a communication. It's a fact.
BY MR. COX:
Q. My question to you is, where does a summary judgment go after you sign it?
A. After I sign it, it is handed back to my staff. My staff hands it to a notary for notarization. It is then handed back to my staff. They send it back to the network attorney requesting any type of affidavit.
Q. So you do not appear before the notary; is that correct?
A. I do not.
Q. What does your staff do with a summary judgment affidavit, such as Deposition Exhibit-1, after it receives it back from the notary?
A. They go into our LPS system, close out process, stating it's being sent back to --

STEPHAN
MS. PITNEY: Objection. Sorry. I don't mean to interrupt you, Jeff. I'm going to instruct you not to answer anything else, because you've already testified that the LPS system is the means by which you communicate with your attorney. The attorney/client communication is privileged. So don't continue to answer the question.
Actually, if there is no question, pending, I'd like to take a brief break to discuss something with Brian Fleischer.
(Whereupon, a short recess was taken.)
C-1-15
BY MR. COX:
Q. Mr. Stephan, do you recall testifying in your Florida deposition in December that you rely on your attorney network to ensure that the documents that you receive are correct and accurate?
A. That is correct.

STEPHAN
Q. And is that, in fact, the case?
A. Yes.
Q. And your department does not do any independent accuracy check of those records; isn't that correct?
MR. FLEISCHER: Objection as form.
THE WITNESS: Can you rephrase?
BY MR. COX:
Q. Your department does not do any independent check of the accuracy of the information on the summary judgments coming to you; isn't that correct?
A. I review, quickly, the figures. Other than that, that's about it.
Q. Do you recall testifying in your Florida deposition in December, that the affidavits that you sign are not based upon your own personal knowledge?
A. I do not recall.
MS. PITNEY: Objection to

STEPHAN
the form.
BY MR. COX:
Q. You do not recall that?
A. I do not recall.
Q. When you receive a summary judgment affidavit from one of your staff members, what do you do with it?
A. I will first review it against our computer system, which is Fiserv, in general terms, to verify that the figures are correct. And then I will execute it and hand it back to my staff to have it notarized.
Q. You say "in general terms" you review it. What do you mean?
MS. PITNEY: Objection.
THE WITNESS: I compare the principal balance. I review the interests. I take a look at the late charges. I look at the outstanding escrow amounts. When I say "general terms," I mean I'm not looking at the escrow and breaking it down to the penny.

STEPHAN
I'm saying, yes, it looks correct in my computer system.
BY MR. COX:
Q. Is there anything else that you look at in your computer system when you're signing a summary judgment affidavit?
MS. PITNEY: I'm sorry. I couldn't hear the last part of that.
BY MR. COX:
Q. Is there anything else that you look at in your computer system at the time that you sign a summary judgment affidavit?
A. The only other thing I can --
MS. PITNEY: One second. Are we talking about the computer system, the communication system? I just was asking for clarification of --
MR. COX: Let me clarify it.
MS. PITNEY: What computer

STEPHAN
communication system Tom was asking him about.
BY MR. COX:
Q. You testify that you go into the First Serve (sic) system; is that correct?
A. Yes, Fiserv.
Q. Fiserv. Do you go into any other computer system at the time that you're signing a summary judgment affidavit?
A. No.
Q. And you just testified that you look at principal, interest, late charges and escrow; is that correct?
A. That is correct.
Q. Is there anything else that you look at in your computer system when you're signing a summary judgment affidavit? C-1-16
A. The only thing I review, other than that, is who the borrower is.
Q. When you receive a summary judgment affidavit to sign, do you read

STEPHAN
every paragraph of it?
A. No.
Q. What do you read?
A. I look for the figures.
Q. That's all that you look at when you sign a summary judgment affidavit?
A. Yes, to ensure that the figures are correct.
Q. Is it fair to say then that when you sign a summary judgment affidavit, you do not know what it says, other than what the figures are that are contained within it?
MR. FLEISCHER: Objection as to form.
MS. PITNEY: Objection to the form of the question.
THE WITNESS: Please rephrase.
BY MR. COX:
Q. It fair to say that when you sign a summary judgment affidavit, you don't know what information it contains,

STEPHAN
other than the figures that are set forth within it?
A. Other than the borrower's name, and if I have signing authority for that entity. That is correct.
Q. The practice that you've just described for signing summary judgment affidavits is the practice that you use signing all summary judgment affidavits that you handle; is that correct?
MR. FLEISCHER: Again, I'm going to object to the form of the question.
BY MR. COX:
Q. Is that correct?
A. The practice that I use for summary judgment affidavits is the same practice that I use for all affidavits.
Q. And that's the one that you've just described?
A. Yes.
Q. Is any part of your compensation at GMAC Mortgage tied to the

STEPHAN
volume of documents that you sign?
A. No.
Q. Is any part of your compensation tied to the volume of documents that your department processes?
A. No.
Q. Is it your understanding that the process that you follow in signing summary judgment affidavits is in accordance with the policies and procedures required of you by GMAC Mortgage?
A. Yes.
Q. Does GMAC do any quality assurance training for your department?
A. Presently, no.
Q. Has it in the past?
A. I do not know.
Q. You don't recall any?
A. I never received any.
Q. Do you have any memory of checking the numbers on the Bradbury affidavit that's in front of you as Deposition Exhibit-1?

STEPHAN
A. I do not recall.
Q. If a loan has been modified, does that show up in the Fiserv system that you look at?
A. When you say "modified," are you stating a loan modification?
Q. Yes.
A. Yes.
Q. Does that show up?
A. Yes.
Q. If a loan has been modified, is any information put in the summary judgment affidavits that you sign about that?
MR. FLEISCHER: Objection. Are you talking about modified, or his term was loan modification. I just want to make sure we're clear.
MR. COX: That's fine.
BY MR. COX:
Q. If there's a loan
modification, does information about a loan modification appear in the summary

Q-1-17

66

STEPHAN
judgment affidavits that you sign?
A. I do not know.
MS. PITNEY: In all of them, or in this one?
MR. COX: In any of them.
THE WITNESS: I don't know.
BY MR. COX:
Q. Based upon your testimony, Mr. Stephan, is it correct that when you sign a summary judgment affidavit, such as Deposition Exhibit-1 that is in front of you, you don't know whether any portion of it is true, other than the paragraph containing the numbers that you just described; is that correct?
MS. PITNEY: Object to the form. Tom, are you asking him about this affidavit?
MR. COX: Well, he's testified that doesn't recall signing this particular affidavit, so that was not my question. Let me restate it.
BY MR. COX:

67

STEPHAN
Q. In your practice of signing summary judgment affidavits, Mr. Stephan, is it correct that they always have a paragraph containing the numbers of the amounts claiming to be due?
A. That would be correct.
Q. And is it correct that when you sign those affidavits, you don't know whether any other part of the affidavit is true or correct?
A. Please advise me. What do you mean by "any other part"?
Q. Any other paragraph, other than the one containing the numbers.
A. I review it for the due date, if that's included in there.
Q. So all of them --
A. So that would be the numbers.
Q. So other than the due date and the balances due, is it correct that you do not know whether any other part of the affidavit that you sign is true?
A. That could be correct.

68

STEPHAN
Q. Is it correct?
A. That is correct.
Q. And isn't it also correct that you do not check the numbers on every single summary judgment affidavit that you sign?
A. That is not correct.
Q. You check every single one?
A. Yes.
Q. How long does it take you, on average, to process the execution of a summary judgment affidavit?
MS. PITNEY: Object to the form.
MR. COX: Please answer.
THE WITNESS: Anywhere from five to 10 minutes, off the top of my head.
MR. COX: If we can take a break. I may be done, but we can take a break for five minutes.
(Whereupon, a short recess was taken.)
BY MR. COX:

69

STEPHAN
Q. Mr. Stephan, referring you again to the bottom line on Page 1 of Exhibit-1, it states: I have under my custody and control, the records relating to the mortgage transaction referenced below.
It's correct, is it not, that you did not have in your custody any records of GMAC at the time that you signed a summary judgment affidavit?
MS. PITNEY: Objection to the form.
THE WITNESS: I have the electronic record. I do not have papers.
BY MR. COX:
Q. You have access to a computer. Is that what you mean?
A. Yes.
Q. You have no control over that system, do you?
MR. FLEISCHER: Objection as to form.
BY MR. COX:

C-1-18

STEPHAN

Q. You have no control over that Fiserv computer system, do you?

A. No, I do not.

Q. And someone else within GMAC is responsible for ensuring the accuracy of that system; isn't that correct?

A. That would be correct.

MR. COX: I have no further questions.

MR. FLEISCHER: We're done, Julia, unless you have something to add.

MS. PITNEY: No.

(Witness excused.)

- - -

(Whereupon, the deposition concluded at 11:45 a.m.)

INDEX

Testimony of: Jeffrey Stephan
By Mr. Cox 4

- - -

EXHIBITS

- - -

NO. DESCRIPTION PAGE

1 Affidavit 3
August 5, 2009

I have read the foregoing transcript of my deposition given on June 7, 2010, and it is true, correct and complete, to the best of my knowledge, recollection and belief, except for the corrections noted hereon and/or list of corrections, if any, attached on a separate sheet herewith.

_____

JEFFREY STEPHAN

Subscribed and sworn to before me this ____ day of _____, 2010.

_____

Notary Public

CERTIFICATE

I HEREBY CERTIFY that the witness was duly sworn by me and that the deposition is a true record of the testimony given by the witness.

Susan B. Berkowitz, a
Registered Professional Reporter
and Notary Public
Dated: June 9, 2010

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means, unless under the direct control and/or supervision of the certifying reporter.)

C-1-19

LAWYER'S NOTES

C-1-20

A

ability 29:2,4
access 69:18
accompanied 48:23 49:24
accuracy 30:11 44:16 58:6,14 70:6
accurate 45:10,18 57:24
acquired 15:21 38:12
action 11:8
actions 31:10
add 70:13
addition 24:21
additional 35:2
address 24:16
advise 67:12
affidavit 21:3 24:16 31:11 32:9,12,12 32:20 33:9,14 35:8,13,19,23 36:19 39:5 43:25 44:9,17 48:22 50:8 51:5,22 52:2 52:22 53:9,16,17 54:13,23 55:11 56:15,20 59:7 60:8,16 61:12,21 61:25 62:8,13,24 64:24 66:11,19,22 67:10,24 68:6,13 69:11 71:13
affidavits 31:2,7,7,9 31:12,17 32:8 33:25 38:22 39:23 43:22 54:6 58:22 63:9,11,19,20 64:10 65:14 66:2 67:3,9
ago 5:17 32:7
agreed 3:6
AMERICA 1:9
amount 33:6
amounts 59:22 67:6
and/or 72:6 73:21
answer 6:21 10:17 10:18 32:25 33:4 36:7,14 37:11 38:2 40:2 41:17 42:6,16 43:3,5 45:2 49:7 50:2 52:11 53:5,13,24 57:5,11 68:16
answered 36:17
answers 32:7
anybody 40:10,17 44:15 54:16
appear 43:18 56:16 65:25
APPEARANCES 2:2
application 19:5
apply 73:19
approximate 5:16
approximately 9:11 9:18,22 40:20 48:6,8
area 33:13
arts 8:13
asked 42:2,3 52:8
asking 27:4 35:15 38:5,19 39:11 43:6 52:5 53:20 60:22 61:3 66:18
assignment 51:17
assignments 30:25
associated 18:17
ASSOCIATION 1:4
assume 11:16,20 47:21
assumed 11:13 13:7 34:24
assurance 64:16
attached 50:12,19 50:23 51:9 52:2 52:17,24 53:19,21 54:5,14,18,24 72:7
attorney 3:20 10:22 10:23 14:22 15:8 23:13 24:4 35:22 36:10,11,19,23 38:24 39:10 41:25 48:7 52:6,10 53:3 56:14 57:9,22
attorneys 14:25 36:2 37:6 38:14 39:4
attorney/client 33:21 36:11 57:9
August 21:4 23:5 34:11,19 47:13 71:14
authority 63:5
availability 26:8
Avenue 1:17
average 46:20 48:4 68:12
averaging 48:6
aware 32:3 34:4
a.m 1:18 70:18

B

B 1:19 71:8 73:10
back 15:7 36:16 39:8,10 47:9,13 55:5 56:11,13,14 56:22,25 59:13
background 8:11
balance 59:19
balances 67:22
BANK 1:9
bankruptcy 15:17 31:24
based 37:16 38:19 58:23 66:9
basic 48:10
basically 17:21,22 27:4
becoming 17:24
began 8:16 9:9 10:2
behalf 4:9
BELDECOS 1:16
belief 72:5
believe 4:6 9:10 17:2 19:15 26:13 31:24 47:18 48:5 51:18
benefit 50:24
BERGER 1:16
Berkowitz 1:19 73:10
best 72:5
bfleischer@fleisch... 2:6
bid 12:13,24 13:2,10
bidding 12:2,22
bids 12:4,5
blanks 15:2
borrower 33:3 61:23
borrower's 63:4
bottom 25:14 69:3
Box 2:10
Bradbury 1:6 2:13 3:25 53:12 64:23
breach 51:20
break 23:12 57:15 68:21,22
breaking 59:25
Brian 2:3 6:15 57:16
bridge 4:14
brief 23:12 57:15
bring 39:7 46:16,19 48:14
brings 47:23
BRI-RE-09-65 1:4
broad 35:16
broad-based 27:5
brought 48:4 50:7
bulk 24:6
business 27:12 35:5 38:21 54:4

C

calculate 12:4,5,13
calculation 11:4
call 14:2 18:9 27:15 27:18
called 12:17 18:11 35:24 36:3
calls 29:8
capacity 16:7 20:3,9 20:19 27:19 30:21
Capital 9:3,12
carry 10:14
case 3:24 4:5,12 7:18 10:23 21:4 27:7,8 45:25 53:17 58:3
cases 5:5,6,8,10,12
cash 19:16,18 29:16
category 10:12 15:18
CDs 15:19
CERTIFICATE 73:2
certification 3:7 73:18
CERTIFY 73:3
certifying 73:22
change 29:2,5
changed 34:18,23
charge 15:6
charges 59:21 61:16
check 54:13,17 58:6 58:14 68:5,9
checking 64:23
claiming 67:6
clarification 60:23
clarify 60:24
cleaner 8:7
clear 65:20
clearly 49:15
client 52:10
close 33:13 56:24
closer 7:4
collections 8:21
come 21:17,21 24:17 35:8 38:23
comes 41:3 50:11 52:7
coming 48:7 58:16
commencing 1:18
Commonwealth 1:21
communicate 57:8
communicates 37:3 37:5 41:24
communication 35:25 36:9,22 37:17 38:13 41:20 52:9 55:20 56:5 57:10 60:21 61:2
companies 8:23
company 26:7,8,16 28:15 36:24 38:9 38:12
compare 59:18
compensation 63:25 64:5
Complaint 6:15 50:5,12
complete 72:4
completed 14:25 15:4
computer 14:20 18:6 20:6 27:16 59:10 60:3,6,14 60:20,25 61:10,19 69:19 70:3
concluded 70:18
confirm 18:2 33:6
conjunction 16:13
connected 50:6,12 51:21
contacting 10:22
contained 62:15
containing 66:15 67:5,15
contains 62:25
content 42:3
contents 44:17
contested 33:4
Conti 9:5
ContiMortgage 9:2 9:8
continue 57:11
control 25:16 69:5 69:21 70:2 73:21
conveying 11:7
copies 23:21
copy 10:25 51:3,11 52:16 53:19
correct 5:2,25 9:16 9:17 12:15 13:6 14:7,8 17:16,17 23:7 24:24 25:2,3 28:2,5,6 29:17,21 29:22,25 30:2 38:10 40:24 41:4 41:5,8,9 43:15,16

C-1-21

43:19,20 44:3,4,6 44:7,13,14 45:11 45:20,21 46:18 47:25 48:2,19,20 50:17,20 52:16 53:18 56:17 57:24 57:25 58:7,16 59:12 60:2 61:7 61:16,17 62:10 63:6,12,17 66:10 66:16 67:4,7,8,11 67:22,25 68:2,3,4 68:8 69:8 70:7,8 72:4
corrections 72:6,7
correctly 18:3
counsel 2:7,12,19 3:6 41:21 42:20 42:22 44:10
count 48:16
counting 19:5
country 28:21 31:21
course 7:7 43:8 55:16
court 1:2 6:5
covers 31:4
Cox 2:9,10 3:20 4:2 4:10,18 7:14 8:9 10:16 11:9 12:10 14:15 16:10 19:10 20:18 21:12,18 22:2,9,14,22,24 23:17 24:10,19 26:2 27:11 28:11 30:4,20 32:24 33:19,23 35:17 36:15,20 37:7,14 38:2,6 39:17 40:2 40:9,16 41:18 42:2,5,17,25 43:12 44:12 45:4 45:16,19,25 46:6 46:8 49:6,18,21 50:9 51:4,10,24 52:12 53:4,15,23 54:11 55:10,19,24 56:3,6 57:19 58:12 59:3 60:4 60:12,24 61:4 62:22 63:16 65:21 65:22 66:6,8,20 66:25 68:16,20,25 69:17,25 70:9 71:4
cross 4:13
cubicle 46:14,15
CUMBERLAND 1:2
custodians 26:15
custody 25:16 69:5 69:9
customer 19:14,15 19:21 27:15 29:8 29:17
customers 27:18 29:13
C-O-N-T-E 9:5
C-O-N-T-I 9:6

D

D 1:13 3:13 71:2
dangerously 33:12
data 20:5 28:4 30:6 30:12
date 1:19 34:20 67:17,21
dated 21:4 23:5 73:12
day 47:22 48:5,9 72:18
days 17:7
day-to-day 10:9
deal 24:13
debate 21:19
December 5:24 45:7 46:24 47:9,20 57:22 58:21
decrease 47:8
deeds 31:2
defendant 1:7 2:12 4:11
degree 8:12
demand 51:19
denied 3:20
department 9:21,24 11:19,22,24 12:17 13:23 14:5 19:11 19:21,24 26:6 28:7,12,16,18,22 29:16,19 34:14,18 40:20,23 41:2,7 46:12 54:17 55:12 58:5,13 64:6,16
departments 11:8 28:24,25
deposed 5:9,23
deposition 1:13 3:23 5:3,15 6:3,3,9,13 7:15,17,19,20,23 21:2,11 22:25 23:23 32:10 33:9 34:11 35:9 38:16 38:22 43:13 44:9 45:6 46:24 50:16 50:18 56:21 57:21 58:21 64:25 66:12 70:17 72:3 73:5
describe 38:20
described 63:8,22 66:16
description 31:16 34:22 71:11
designated 15:8
details 37:4 53:9
different 14:6 31:16
difficulty 7:2
direct 41:20 73:21
directed 6:19
discuss 57:15
DISTRICT 1:2,2
DITECH 1:8
DIVISION 1:2
DOCKET 1:4
document 3:2 13:13 13:21 14:9,17,18 15:7,25 16:8,15 19:3 20:4,10,20 23:3,9 24:9,14,23 27:20 30:22 31:18 31:22,25 32:3 34:13,18 35:3,6 41:3,11,14 42:10 42:14,18 43:7 44:20,22,23,24 48:19 49:2,14,23 52:5 53:2,21 55:14 56:4
documents 6:8,11 11:2 14:20,23 15:2 16:22 17:15 17:19,23 20:13,23 23:22 24:3 30:23 30:24 31:19 37:22 39:13,19 40:11,18 46:17,22,25 47:10 47:14,24 48:12,12 48:23 49:24 51:21 57:23 64:2,6
doing 7:8 12:21
doubting 51:7
DRUMMOND 2:16 2:16
due 33:7 67:6,16,21 67:22
duly 3:14 73:4
duties 10:7,13 11:20 19:4 34:17
duty 31:12
d/b/a 1:8

E

E 71:2,8
educational 8:10
efficient 23:25
effort 23:24
either 15:21 26:14
electronic 69:15
employee 41:6,11 47:23 48:18
employees 15:24 24:22 41:19 45:7 46:16
ensure 15:3 57:23 62:9
ensures 30:11
ensuring 70:6
enter 26:23
entered 29:10 30:7 30:12
entertain 22:15
entire 28:15,20
entity 63:6
entries 26:18 27:7 28:23 29:2
entry 20:6 28:4 29:5
escrow 59:22,24 61:16
ESQUIRE 2:3,9,16
estimate 9:20 13:3 25:7 47:16
estimated 46:25
everyday 10:20
exactly 42:20
EXAMINATION 4:16
examined 3:15
exchange 22:3
Excuse 21:5
excused 70:15
execute 39:8,13,19 40:18 59:13
executed 34:11
execution 13:14,21 14:10,17,19 15:25 16:8,15 19:3 20:4 20:10,20 24:23 27:20 30:22 31:18 31:23,25 32:3 34:14,18 35:4,7 49:23 68:12
exhausted 31:13
exhibit 21:2,7 22:21 23:2 33:10 35:9 50:13
exhibits 21:10,20 22:11 50:19,22 51:8 52:2,23 54:5 54:8,14,18,24
Exhibit-A 51:2 52:17
Exhibit-B 51:15
Exhibit-C 51:16
Exhibit-D 51:18
Exhibit-1 3:2 25:14 32:10 34:11 38:17 38:23 43:13 44:9 50:16,18 52:14,23 56:21 64:25 66:12 69:4
exist 18:23 26:9,12
exists 39:25
Express 15:7
Expressed 39:10
extent 27:3 36:7 39:25 43:5
e-mail 11:3 24:5

F

fact 56:5 58:2
facts 53:8
fair 24:18 27:24 62:11,23
Fairbanks 9:2,12
fall 15:17
falls 13:20
Fannie 2:19 4:7
far 29:5 38:22
fashion 21:23
fax 11:3 24:5
Federal 1:3 15:7 39:9
fell 10:11
Fidelity 38:13
figures 11:4 14:24 39:3 58:18 59:12 62:5,10,14 63:2
file 10:21
filed 33:4
files 15:18 48:17
filing 3:7
fill 15:2
filling 39:6
fine 7:9 22:9 27:9 35:14 40:6 65:21
finish 8:5 12:9
first 9:4 25:15 41:2 44:2 59:9 61:6
firsthand 29:23
Fiserv 18:12 26:7,19 27:14 31:15 39:8 59:11 61:8,9 65:4 70:3
five 68:18,22
Fleischer 2:3,4,4 4:2 4:6 6:18 7:5 8:4

C-1-22

12:8 14:11 20:14 23:13 24:4,12 28:9 32:22 45:22 46:3 57:16 58:8 62:16 63:13 65:16 69:23 70:11
FLITTER 1:15
Florida 5:18,24 45:6 45:25 46:24 57:21 58:21
FNMA 3:24
folder 48:19
folders 48:15
follow 64:9
follows 3:15
foreclosure 8:25 10:5,11 11:11,19 11:21 12:7,14,16 13:23 14:4 15:16 15:18 20:11,21 26:6 31:10 32:17 34:2
foreclosures 8:22 9:25 31:19
foregoing 72:2 73:18
form 3:9 8:19 10:15 11:3,3 14:12 16:9 19:9 20:15 25:23 26:25 28:10 30:19 32:23 40:13 42:21 54:9 55:9 58:9 59:2 62:17,19 63:14 66:18 68:15 69:13,24
Fort 9:15
forth 63:2
four 51:21
four-year 8:12
front 24:14 32:9 50:25 53:16 64:24 66:12
full 4:20
function 16:6
functions 14:7,16,18
further 70:9
furthermore 27:2
fuzzy 7:10
F-I-S-E-R-V 18:12

G

G 2:16
gather 23:17
general 31:5,16 49:9 59:11,15,23
gentleman 17:2,20
getting 33:12,20
given 12:14 34:5 47:22 72:3 73:6
GMAC 1:8 2:7,19 4:8,10 8:15,16,20 9:3,14 10:3 11:12 11:23 12:13 16:6 16:12 17:4 18:24 20:7,12 25:5,19 26:3,10 29:11 30:11,15 31:13,23 36:10 63:25 64:12 64:15 69:10 70:5
GMAC's 4:9
go 8:14 22:4 29:6 36:15 45:8,17 56:8,23 61:5,9
goes 40:5 49:13 55:18,19
going 12:13 13:3 20:25 21:8,13,18 21:22 22:2,7,14 22:16,17,20 24:6 24:8 25:7 36:5 37:9 47:3,21 49:11 57:4 63:14
grounds 37:10
group 14:6 47:23 48:4

H

H 71:8
hand 20:25 39:8 59:13
handed 22:25 48:11 56:11,13
handle 63:11
handles 15:16
handling 10:10,23 34:25
hands 17:16 42:12 44:18 56:11
happens 42:4 55:11 55:14
happy 18:9 22:6
head 68:19
hear 39:16 45:15 60:10
heard 49:19
hearing 7:2
held 1:15 13:10
help 12:12
hereon 72:6
hereto 52:17
herewith 72:8
hired 18:15
history 8:18
hold 11:10
honestly 18:25
housed 26:13

I

idea 21:12,21,25
identification 3:3
included 67:17
including 16:3,4
incredibly 27:5
independent 58:6 58:14
individual 39:10 48:15
individuals 12:3
information 10:25 45:9,18 58:15 62:25 65:13,24
initially 44:10
input 39:5
inspect 54:23
instruct 16:21 57:4
instructing 43:2,4
integrity 30:16
intend 23:22
intent 22:11
interest 1:9 33:20 61:15
interests 59:20
interrupt 6:25 36:6 57:3
introduce 22:11 23:23
introducing 21:8
involve 10:8
involved 10:9 17:14 26:16
involves 53:11
Iowa 15:15 26:14
issues 4:12

J

Jeff 36:5 45:3 50:3 53:13 57:4
Jeffrey 1:13 3:13 4:21 71:3 72:12
Jersey 2:5 5:19
job 34:22
JPitney@ddlaw.c... 2:18
judge 34:5,8
judgment 31:9 32:8 32:14,16,20 33:7 33:25 35:8 48:22 49:15,23 51:5,23 54:13,23 56:8,20 59:7 60:7,15 61:11,20,25 62:7 62:12,24 63:9,10 63:19 64:10 65:14 66:2,11 67:3 68:6 68:13 69:11
judgments 11:5 58:15
judicial 31:10 32:17 34:2
Julia 2:16 4:3 7:6 21:6,14 23:19 49:19 51:4 70:12
June 1:11 4:23 72:3 73:12

K

keep 26:5 29:11 39:12,18 40:10,20
keeps 39:22 40:4,17
Kenneth 17:3
kind 5:10 26:22 27:22
kinds 10:7,13 30:23 31:7
knew 17:22
know 7:6 18:25 28:12,16,22,25 29:14 35:18 37:16 37:21 40:17 45:24 47:17 51:8 54:10 55:22 56:2 62:13 62:25 64:19 66:3 66:7,13 67:9,23
knowledge 29:18,24 30:5,9,10,14 32:5 32:19 33:3,24 54:2 58:23 72:5

L

language 13:22
large 24:2
late 59:21 61:15
law 1:15 2:10
lawyer 41:4 42:11
lawyers 37:18
LAWYER'S 74:2
lead 11:18,21 12:2 13:13,18 16:7,14 16:20 17:24 19:2 20:4,10,20 27:19 30:22 34:13,17 35:6
learning 17:14
left 9:10
letter 51:20
let's 17:25 36:15
liberal 8:13
limited 24:25 25:5,9 43:18
line 69:3
lines 15:4
list 15:13 72:7
litigation 33:16,16 33:18 39:24 41:15 42:15 43:9 44:25 45:23 49:3,16 55:16
little 7:2,4,9
live 4:24
LLC 1:8
LLC.COM 1:8
load 36:2 38:24
loaded 39:3
loan 19:6 29:12 48:24 53:10 65:3 65:7,12,18,23,25
loans 10:11 15:13 15:17,20,21 26:4
located 15:15 28:19
log 39:12,18,21 40:4 40:5,8,10,18,21
long 11:10 12:25 17:5 25:4 68:11
longer 17:4
look 7:15 52:14 59:20,21 60:6,14 61:15,19 62:5,6 65:5
looked 6:13,22
looking 18:3 51:14 51:19 52:18 59:24
looks 60:2
lost 31:14
louder 7:12
LPS 35:24 36:21,24 37:8,16,21 38:7 38:25 41:3,22 42:8,10,19 56:23 57:7
LUNDY 1:15

M

M 1:6 2:3,13
Mae 2:19 4:8
Main 2:4
Maine 1:2 2:11,17 32:21
maintain 25:20 26:4
maintains 28:7,13 28:17
making 15:6 26:18 27:14
management 15:14
manner 34:16,23
manuals 17:9 18:16

C-1-23

18:20
marked 3:2 21:2
materials 17:9 18:17
matters 10:14
mean 29:7 33:14 41:12 50:12 57:3 59:16,23 67:13 69:19
means 37:3,4 57:7 73:20
measures 30:15
members 38:25 39:2 48:16 59:8
memory 23:8 38:15 64:22
mentioned 38:7
military 31:11
Minnesota 26:15
minute 22:5
minutes 68:18,22
mitigation 31:14
modification 65:7 65:18,24,25
modified 65:3,6,12 65:17
moments 32:7
month 46:21 47:2,4 47:7,11,14
months 5:17 13:4
Monument 2:17
mortgage 1:4,8 8:22 8:24 9:15 10:3 12:6 25:6,17,20 26:4,10 29:12 30:25 51:16,17 63:25 64:13 69:6
Motion 32:13
movement 56:4

N

N 1:16 71:2
name 4:20 9:23 17:2 18:10 38:12 39:6 43:14,17,25 53:12 63:5
names 5:12 15:3
Narberth 1:16,17
NATIONAL 1:3
necessarily 56:2
need 10:25 31:3
needed 11:2
needs 35:22
neither 4:10
network 14:22 15:9 35:22 36:23 39:4 48:8 56:14 57:23
never 64:21
new 2:5 5:19 11:14 13:7 15:19,22 48:6
Nicole 1:6 2:13 53:12
NINE 1:2
NORTHERN 1:2
notaries 40:19,22
notarization 56:12
notarize 40:21
notarized 39:9 59:14
notary 1:21 15:4,5 44:6 56:12,17,22 72:23 73:11
note 27:16 29:6 51:3 51:17 53:19
noted 24:11 72:6
notes 26:20,22 27:14,23,25 31:15 74:2
notice 1:14 7:19,21
number 9:20 21:3 23:2 24:3 33:10 35:9 47:19
numbers 47:4,6 64:23 66:15 67:5 67:15,20 68:5
numerous 28:24 31:2

O

object 10:15 16:9 19:8 22:21 23:20 24:7 25:22 26:24 30:3,18 37:10 40:12 49:11 54:9 55:8 63:14 66:17 68:14
objecting 26:25 27:3
objection 14:11 20:14 24:10 28:9 32:22 33:11 35:11 37:2,11,24,25 39:20 41:13,23 42:13,23,24 43:2 44:11,19 48:25 49:25 52:4,25 55:13,17 57:2 58:8,25 59:17 62:16,18 65:16 69:12,23
objections 3:9 22:16
office 9:15,19 18:23 26:14 46:13
officer 25:2,5 43:18
officers 25:10
offices 1:15 2:10
Okay 7:5 37:13
old 4:22
once 15:4 29:9 44:2
operates 29:24
opposing 22:13
options 31:13
Oral 1:13
order 38:13
outside 41:4,20 42:11,19,21 44:10
outstanding 59:22

P

page 25:15 44:2,3,6 69:3 71:11
paper 26:9 29:11
papers 69:16
paragraph 52:14,19 62:2 66:15 67:5 67:14
Pardon 55:24
part 12:22 17:10 60:10 63:24 64:4 67:10,13,23
participate 21:22
participating 21:13
particular 43:24 66:22
Parties 1:9
party 22:13
payments 19:6 20:7 29:12,16,17 30:7
pending 23:14 57:14
Penn 8:13
Pennsylvania 1:17 1:22 4:25 9:16
penny 59:25
people 9:19,21,22 25:10,13
perform 34:17
performance 16:14
period 9:7 34:19
person 16:24,25
personal 58:23
pertinent 55:6
phone 7:3
physical 46:10 56:3
physically 48:11
pile 48:11
Pitney 2:16 3:17 4:3 4:7 6:24 7:8,13 10:15,18 16:9 19:8 21:5,15,24 22:7,10,20 23:11 23:20 24:18 25:22 26:24 30:3,18 33:11 35:11 36:5 36:17 37:2,9,24 39:14,20 40:6,12 41:13,23 42:13,23 43:4 44:11,19 45:12 48:25 49:8 49:25 50:21 51:6 51:12 52:4,25 53:6 54:9 55:2,8 55:13,22,25 57:2 58:25 59:17 60:9 60:19,25 62:18 66:4,17 68:14 69:12 70:14
place 11:25 35:21
plaintiff 1:4 4:4,11 21:16
Plaintiff's 32:13
plan 21:10
Plaza 2:4
please 4:20 25:24 32:25 37:19 40:14 42:7 45:13 50:22 52:14 53:24 55:5 62:20 67:12 68:16
point 24:15
policies 64:11
portfolio 10:10,24
portion 55:7 66:14
Portland 2:11,17
position 10:3 11:11 11:14,16 12:12 13:7,9,12 17:24 34:13
possession 18:21
post 11:8 31:3
practice 27:13 35:6 38:21 51:25 54:5 63:7,9,18,20 67:2
preparation 33:15 33:17 39:24 42:14 44:24
prepare 6:9 15:18 39:2
prepared 33:15 39:23 41:14,16 43:7 44:10,21,25 49:2,15 52:6
prepares 14:23 41:11
preparing 17:23 49:4,13
present 13:12 34:20
presented 42:20 54:19
Presently 18:22 64:17
preserve 30:15
presume 21:6
pretty 27:10
previously 5:4
principal 59:19 61:15
print 39:2
printed 17:9
prints 14:20 41:7
prior 17:23
privilege 33:21 36:12 37:10 43:10
privileged 33:13 37:6 41:15,16,25 42:15 45:2 49:5 49:17 52:9 53:3 55:18,21 57:10
problem 7:7
procedures 49:10 64:12
process 20:12,22 32:17 33:6 35:21 36:3 56:24 64:9 68:12
processed 17:15 37:22
processes 64:6
produce 21:10
produced 22:12
product 39:21
Professional 1:20 73:11
proper 11:7
properly 11:6 15:4
properties 11:7
proposal 23:25
propose 24:3
protected 43:9 49:17
provided 23:21 53:2
provides 31:19
Public 1:21 72:23 73:11
pursuant 1:14
push 7:3
put 3:18 11:25 65:13
puts 43:21
P.C 1:16 2:4
P.O 2:10

Q

quality 64:15
question 8:5 10:19

C-1-24

12:9 16:11 19:9 20:15 23:14 27:2 27:5,10 30:19 33:2,22 36:16,18 37:12,20 39:15 40:3,13 41:17 42:7,16 45:3 49:19 50:2 52:11 53:5,14,25 55:3 56:7 57:12,14 62:19 63:15 66:23
questions 3:10 22:18 43:6,11 44:22 70:10
quickly 58:17
quote 45:8,16

R

range 47:10
reaches 42:11 44:18
read 55:4,7 61:25 62:4 72:2
recall 45:5 46:23 47:3 54:3 57:20 58:20,24 59:4,5 64:20 65:2 66:21
receipt 19:5
receive 48:21 49:22 57:24 59:6 61:24
received 14:24 16:6 16:12,18,19,22 18:13 20:7 21:9 32:15 42:19,21 64:21
receives 15:13 29:16 56:21
receiving 38:16
recess 23:15 57:17 68:23
recollection 5:9 72:5
record 3:18 4:19 21:19 22:3,5,8,19 23:19 29:12 55:7 69:15 73:5
records 25:16,19 26:3,5,9 58:7 69:5 69:10
refer 18:5
reference 31:12 45:23 46:4
referenced 25:17 69:6
referred 32:6
referring 7:25 18:6 32:8 50:16 69:2
regard 6:20 45:7
regarding 20:6 32:16
Registered 1:20 73:11
rehash 17:25
relating 25:16 30:6 48:24 69:5
relative 39:22
relies 34:8
rely 57:22
remember 5:11
remind 53:11
repeat 39:15 45:13 55:3
rephrase 14:14 20:17 25:25 33:22 37:19 40:15 58:11 62:21
reporter 1:20 73:11 73:23
reporting 11:5
represent 4:5 21:16
represents 4:4,7
reproduction 73:20
request 3:21
requested 3:19
requesting 56:15
requests 48:7
required 36:4 64:12
reserved 3:10
respect 10:14 17:19 19:4 25:20 26:4 27:8,13 37:22
respond 8:6 22:15 22:18
responsibilities 26:18
responsibility 19:12 20:5 34:24 35:3
responsible 70:6
rest 26:6
restate 16:11 66:24
results 11:5
retraining 18:2
returned 15:5
review 6:8,12 16:21 17:14,21 39:7 52:8 58:17 59:9 59:16,19 61:22 67:16
reviewing 31:14
right 7:20 22:8,22 36:6 38:8
role 12:12 19:2 20:11,21 28:3
roughly 13:5 47:14 48:3
routine 27:13

S

S 71:8
sale 11:5,8 12:14 31:3
sales 12:4,5,7
saying 60:2
says 25:15 53:18 62:13
sealing 3:7
second 60:19
security 28:17 30:16
see 21:21 52:15,19 54:13,17
segregated 11:24
Sellersville 4:24
send 56:13
sent 6:14 24:9 56:25
separate 36:24 38:9 72:8
separately 23:13
September 8:17
serve 12:25 61:6
service 13:15 15:10 15:12,15,23 19:14 19:15,21 34:25
servicer 15:20,22
servicing 10:10,21
set 63:2
sheet 72:8
short 23:15 57:17 68:23
shortly 46:7
show 65:4,10
sic 9:5 61:6
side-by-side 16:19
sign 30:23,25 31:6,8 31:9,11,12 40:11 46:17 47:24 52:3 52:22 54:6,12,22 55:12 56:8,10 58:22 60:15 61:25 62:7,12,24 64:2 65:14 66:2,11 67:9,24 68:7
signature 23:4 36:3 44:3 54:20
signed 23:3 48:22 53:22 69:11
signing 20:12,22 23:9 25:2,5,10 43:18 47:10,15,20 60:7 61:11,20 63:5,8,10 64:10 66:22 67:2
similar 32:11
single 68:6,9
six 13:3 40:20 46:22
slightest 33:20
sorry 6:24 37:19 39:14 45:12 57:3 60:9
sort 39:13,19
sound 13:5
sounds 48:10
source 37:15
space 46:10
span 31:5
speak 23:12
specialist 10:6 11:11
specific 35:13,19
specifically 38:16 43:8
spoke 6:20
staff 14:19,22 15:6 16:23 56:11,11,13 56:19 59:7,13
stamp 15:3 43:14,21
stamped 43:14,25 44:5
state 4:20 8:13 32:21 49:20
stated 44:23
statement 52:15,20
states 31:20 32:12 32:17 34:2 69:4
stating 56:24 65:7
stay 22:8
step 33:5 41:2
Stephan 1:14 3:13 4:1,19,21 5:1 6:1 7:1,4 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1,2 24:1,20 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1,20 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1,5 46:1 47:1 48:1 49:1 50:1 51:1 52:1,13 53:1 54:1 55:1 56:1 57:1,20 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1,10 67:1,3 68:1 69:1,2 70:1 71:3 72:12
stipulated 3:5
stipulation 3:19,21 3:22
stop 24:7,8
Street 2:4
subdivisions 13:25
submitted 14:21 42:10
Subscribed 72:17
substitution 31:3
SUGLIA 2:4
Suite 2:5
summary 8:19 32:14,16,20 33:7 33:25 35:7 48:21 49:14,22 51:5,22 54:12,22 56:8,20 58:15 59:6 60:7 60:15 61:11,20,24 62:7,12,24 63:8 63:10,19 64:10 65:13,25 66:11 67:3 68:6,13 69:11
supervision 73:22
supervisor 11:25
supplying 10:22
support 32:13 33:7
sure 9:4 15:6 53:13 65:19
surprise 21:17
Susan 1:19 73:10
sweeping 27:10
swore 53:18
sworn 3:14 72:17 73:4
system 14:21 17:22 18:4,5,6,10,11,14 18:18 20:6 26:7 26:19 27:14,17,24 27:25 28:4,8,13 28:14,17,23 29:3 29:5,9 30:7,12,16 31:15,23 35:24,25 36:21 38:11,25 39:8 41:3,22 42:8 42:10,19 45:9,17 56:23 57:7 59:10 60:3,6,14,21,21 61:2,6,10,19 65:4 69:22 70:3,7

T

T 71:8
tac@gwi.net 2:12
take 23:12 57:15 59:20 68:11,20,22
taken 1:14 5:4,15 23:16 57:18 68:24

C-1-25

takes 30:15
talk 7:11 13:22
talking 60:20 65:17
team 11:18,21 12:2 12:2,3,24 13:2,11 13:13,14,18,21 14:10,17,19,23 15:11,12,14,16,25 16:7,8,14,15,20 17:24 19:2,3 20:3 20:4,9,10,19,20 24:23 25:11 27:19 27:20 30:21,22 31:18,25 32:3 34:13,17 35:2,6,7 38:25 39:4 43:23 44:15 46:10 48:16 48:18
teams 11:24 14:2,3 14:6 31:23
TELEPHONE 2:15
tell 50:22
telling 49:6 53:4
term 65:18
terms 59:11,15,23
testified 3:15 6:5 24:21 46:2 57:6 61:14 66:21
testify 61:5
testifying 45:6 46:23 57:21 58:20
testimony 17:13 66:9 71:3 73:6
Thank 7:13 8:8
thing 60:17 61:22
things 18:3 23:24
think 29:15 49:18
third 5:7 6:3,4
THOMAS 2:9,10
thought 46:4
three 5:17 11:12 17:7
Thursday 6:17
tied 63:25 64:5
time 3:11 5:7,14 9:7 11:6,23 12:23 16:25 24:8 34:10 34:12,23,25 46:20 52:3 53:22 54:18 60:15 61:10 69:10
times 50:5,6,11
title 24:25 43:25
today 4:5 6:4 21:11 21:14
Tom 21:5 22:8 27:6 33:12 35:12 39:15 41:25 45:13,22 49:8 51:14 53:7 55:3 61:2 66:18
tool 36:2,22
top 68:18
trained 17:18
training 16:5,12,17 16:20 17:5,9,10 17:13 18:14,17,18 19:24 32:16 64:16
transaction 25:17 69:6
transactions 25:21
transcript 3:23 7:23 8:7 72:2 73:19
transfer 13:16 15:11,12,14,15,19 35:2
transferred 15:22
trial 3:11
true 52:16 53:18 66:14 67:11,24 72:4 73:5
trustees 31:4
twice 44:2
two 5:16 25:7
type 29:9,10 32:9,11 39:21 56:15
types 30:24 31:2,16

U

Ugwuadu 17:3
understand 4:3 12:11 17:12 24:2 33:8 34:7 37:20 38:5 40:25 44:8 47:23
understanding 19:13 64:8
unit 12:22 13:16 19:16,18,24 31:25 37:23 38:21
units 12:19 14:2
University 8:13
upload 35:23
use 16:13 18:14 63:10,18,20
usual 26:20,22 27:12,14 35:5 38:20 51:25 54:4
U-G-W-U-A-D-U 17:3

V

V 1:5
variety 31:6
verify 44:16 45:9,17 59:11
verifying 31:11 51:13
versus 3:24
volume 64:2,5
Voorhees 2:5

W

waived 3:8
want 22:4 23:18 27:6 49:9,12 65:19
Washington 9:15
way 2:17 7:3 34:19 35:15
Wednesday 6:17
welcome 21:20
went 6:14 8:19
we'll 4:13 24:16
we're 21:18 22:7 24:6 46:11 51:18 65:19 70:11
witness 6:6,16,23 7:11 8:8 10:20 14:13 20:16 25:24 36:13 37:13 38:4 40:7,14 50:4 51:2 51:15 54:10 58:10 59:18 62:20 66:7 68:17 69:14 70:15 73:3,6
woman 53:11
words 43:18
work 8:14,16,18,20 8:25 9:8,12,14,19 12:22 19:25 39:21 46:10 48:13
worked 19:17,20 29:20
working 10:2,4 13:10
written 17:8

X

X 71:2,8

Y

year 13:4
years 9:11 11:12 25:8

0

04 8:17 9:13
04101 2:17
04104 2:11
08043 2:5

1

1 21:3 23:2 33:10 35:10 69:3 71:13
10 68:18
10,000 46:25 47:10
10:10 1:18
100 48:12
1000 2:4
11:45 70:18
1315 2:10
14 16:2 24:22 25:10 25:12
14-person 46:9
15 16:4
19072 1:17

2

2004 10:3
2007 11:14,17
2008 13:6
2009 5:24 21:4 23:6 34:12,20 47:13 71:14
2010 1:11 5:21 72:3 72:19 73:12
207 2:11,18
208 2:5

3

3 52:14,19 71:13
30th 8:17
300 48:12

4

4 71:4
400 48:6,9
41 4:23
450 1:16
489-8977 2:6

5

5 21:4 23:5 34:12,19 71:14
50 9:22

6

60 9:22

7

7 1:11 72:3
749-6671 2:11
774-0317 2:18

8

8,000 46:22
856 2:6

9

9 73:12
92 9:9
98 9:10,13

C-1-26

onsor & Associates
Reporting and Transcription Inc

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO. 50 2008 CA 040805XXXX MB

GMAC MORTGAGE, LLC,

Plaintiff,

-vs-

ANN M NEU A/K/A ANN MICHELLE PEREZ; DOUGLAS WILLIAM NEU; UNKNOWN TENANT (S) IN POSSESSION OF THE SUBJECT PROPERTY,

Defendants.

DEPOSITION OF JEFFREY STEPHAN

Thursday, December 10, 2009
1:00 p.m. - 2:30 p.m.

Consor & Associates
1655 Palm Beach Lakes Blvd., Ste. 500
West Palm Beach, Florida 33401

Reported By:
Jamie Reynolds Bentley, Court Reporter
Notary Public, State of Florida
Consor & Associates
1655 Palm Beach Lakes Blvd., Suite 500
West Palm Beach, Florida 33401
(561)682-0905

Exhibit C-2

APPEARANCES:

On behalf of the Plaintiff:

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Lapin & Leichtling
225 Alahamra Circle
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Coral Gables, Florida 33134
(305) 569-4100

On behalf of the Defendant:

CHRISTOPHER IMMEL, ESQ.
Ice Legal, P.A.
1975 Sansbury's Way
Suite 104
West Palm Beach, Florida 33411
(561) 798-5658

C-2-3

ultimately sign and execute?

A. They would review the document that is given to them through our computer systems.

Q. Okay.

A. So they don't actually prepare it per se. They review it for the accuracy of what type of entity I'm signing as.

Q. Okay. How many different entities do you sign as?

MS. ARROYAVE: Objection: Form.

BY MR. IMMEL:

Q. Can you name what entities you sign --

A. I sign presently as MERS.

Q. Okay.

A. And under MERS as vice president or an assistant secretary. Also, I sign for GMAC Mortgage. And to be honest with you, it's too many entities for me to actually quote under GMAC. But it is as a limited signing officer.

Q. Okay. And earlier you stated that right now it's GMAC, LLC.

A. Uh-huh.

Q. You do still currently sign documents as GMAC Mortgage, LLC?

A. Yes, I do.

C-2-4

information.

Q. So the attorney creates these documents and you are relying that the attorney is correct?

A. Yes.

MS. ARROYAVE: Objection: Form.

BY MR. IMMEL:

Q. Okay. And then they are required to be notarized. Are they notarized in your office?

A. Yes.

Q. Is the notary present with you or is it down the hall?

A. The notary is in the same department.

Q. Same department. Okay. Are they physically present when you (sic) notarize this -- or when they notarize and then you execute it?

A. No, they are not physically present. But I will -- I do deliver them to the notary.

Q. All right.

A. And I wait for them to notarize it to hand them back to my team.

Q. Okay. All right. What department then? You said your department?

A. Right.

Q. And as part of their job responsibilities, would notarizing be their sole responsibility, or do

C-2-5

they have other responsibilities?
A. They have other responsibilities.
Q. Are any of the members of your team, people that also notarize documents that you execute?
A. Yes.
Q. Yes. Okay. Is there a job requirement that certain employees become notaries?
A. I don't know.
Q. Okay. And what type of -- what level of a type of employee would it typically be that is a notary?
A. I don't know that either.
Q. All right. Does the company pay for the process of becoming a notary or the renewal fees?
A. Yes.
Q. Okay. If a notary feels that they are being asked to notarize something that's done improperly, is there a process which they can, you know, raise that to anybody's attention?
A. I honestly don't know.
Q. You are not sure. Do you notarize any assignments of mortgage or other documents yourself?
A. No.
Q. Are you a notary?
A. No.
Q. How are witnesses ordinarily chosen?

C-2-6

MS. ARROYAVE: Object: Form.

Chosen for what?

BY MR. IMMEL:

Q. The witnesses to, say, the assignments of the mortgage, and the witnesses of things that you execute.

A. They are just chosen randomly.

Q. Chosen randomly. Okay. Approximately how many days a week do you spend executing assignments, affidavits, and the various documents that you execute?

A. Five.

Q. Five. Okay. Are there any specific days where it's one day these types of documents, this type of documents, or can it be just a mix?

A. It's a mix.

Q. Okay. Approximately how many documents would you say are presented to you by your team at a given time? Is it one at a time, or ten at a time?

A. It is done in bulk.

Q. Done in bulk.

A. I could not quote you the exact number.

Q. Okay. Going back to the signing officer as Mortgage Electronic Registration Systems, you said that you are -- you sign as both vice president and as an assistant secretary?

A. That is correct.

C-2-7

Q. Is there any basis for one -- you sign as one versus the other?

A. The majority of the time I sign as a vice president. Most times we do not need an assistant secretary, unless they are asking for a second signature on any type of an affidavit or assignment.

Q. Okay. And, again, you are not paid by MERS. Do you hold any other responsibilities with MERS that would be consistent with having the title of a vice president?

A. No.

Q. No. Okay. So you don't attend any board meetings for MERS?

A. No.

Q. You don't report to the secretary of MERS or any other people at MERS?

A. No.

Q. How did you become a MERS representative? Did you request to be a vice president of MERS?

A. I received the responsibility as being the team lead for document executing. It was assigned to me by our legal area.

Q. Okay. All right. So your responsibilities as a vice president of MERS to execute the assignments is really your job perspective, or an aspect of your job at

C-2-8

GMAC Mortgage, LLC or GMAC, LLC?

A. That is correct.

Q. Okay. And you've never been to any MERS offices or their headquarters?

A. No.

Q. Are you aware of why you were given the title of vice president versus assistant secretary or...

A. No, I'm not aware of that.

Q. Okay. All right. I have here the assignment of mortgage which you executed in this case.

A. Okay.

MR. IMMEL: I'll enter that as Exhibit A.

(Defendant's Exhibit Letter A was marked for identification.)

MR. IMMEL: I have a copy for you, as well.

THE WITNESS: Thank you.

BY MR. IMMEL:

Q. In the top left-hand corner it says, Record and return to offices of Marshall C. Watson.

Based on your earlier statements, it's accurate to say that attorneys at Marshall C. Watson created the information on this document?

MS. ARROYAVE: Objection: Form.

THE WITNESS: That would be correct.

C-2-9

HE NOTE

Loan No: 046100106582
Borrower: WENDY ALISON NORA

Data ID: 526

ADJUSTABLE RATE NOTE

MIN: 100014704601106582

(LIBOR Six-Month Index (As Published In The Wall Street Journal)—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 5, 2002 | MADISON [City] | WISCONSIN [State]

6931 OLD SAUK RD
MADISON, WISCONSIN [illegible]
(Property Address)

1. **BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. $ 135,900.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is AEGIS MORTGAGE CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. **INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.610 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. **PAYMENTS**

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on August 1, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on July 1, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 5208 WEST RENO, SUITE 255, OKLAHOMA CITY, OK [illegible] or at a different place if required by the Note Holder.

0461001065822180

Exhibit D

INITIALS: [illegible]

D-1

Loan No: 046100106582 Date: D. 824

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 1,055.57. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July, 2004, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN and 485/1000 percentage points (7.485 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.6100 % or less than 8.6100 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE percentage point (1.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.6100 %, or less than 8.6100 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

D-2

INITIALS: [illegible]

Loan No: 046100106582 Data ID: 826

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. If this Note is not in default, the Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Acceleration

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of Principal that has not been paid and all interest that I owe on that amount.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees of 15.000% of the sums due under this Note or the amount allowable under applicable state law.

INITIALS: _____

D-3

Loan No: 046100106582 Data ID: 824

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of notice of acceleration, Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Loan No: 046100106582

Data ID: 826

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

(Seal)
WENDY ALISON NORA -Borrower

(Sign Original Only)

PAY TO THE ORDER OF

WITHOUT RECOURSE
AEGIS MORTGAGE CORPORATION
BY:
TRYMEKA McCOY
ASSISTANT SECRETARY

D-5

Data ID: 826

Loan No: 046100106582
Borrower: WENDY ALISON NORA

ADJUSTABLE RATE NOTE

MIN: 100014704611065821

(LIBOR Six-Month Index (As Published In The Wall Street Journal)—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 5, 2002 | MADISON [City] | WISCONSIN [State]

6931 OLD SAUK RD
MADISON, WISCONSIN 53717
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 135,900.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is AEGIS MORTGAGE CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.610 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on August 1, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on July 1, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 5208 WEST RENO, SUITE 255, OKLAHOMA CITY, OK 73127, or at a different place if required by the Note Holder.

046100106582218O

INITIALS: WAN _____

Data ID: 826

Loan No: 046100106582

(B) **Amount of My Initial Monthly Payments**
Each of my initial monthly payments will be in the amount of U.S. $ 1,055.57. This amount may change.

(C) **Monthly Payment Changes**
Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) **Change Dates**
The interest rate I will pay may change on the first day of **July, 2004**, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) **The Index**
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) **Calculation of Changes**
Before each Change Date, the Note Holder will calculate my new interest rate by adding **SEVEN and 485/1000** percentage points (**7.485 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) **Limits on Interest Rate Changes**
The interest rate I am required to pay at the first Change Date will not be greater than **11.6100 %** or less than **8.6100 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **ONE** percentage point (**1.00 %**) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than **14.6100 %**, or less than **8.6100 %**.

(E) **Effective Date of Changes**
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) **Notice of Changes**
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

INITIALS: WRN _____

Data ID: 826

Loan No: 046100106582

5. **BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. If this Note is not in default, the Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. **LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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(D) No Waiver By Note Holder

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INITIALS: _____ _____

Loan No: 046100106582

Data ID: 826

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If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

INITIALS: WAN _____

Data ID: 826

Loan No: 046100106582

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

WENDY ALISON NORA —Borrower (Seal)

[Sign Original Only]

PAY TO THE ORDER OF
RESIDENTIAL FUNDING CORPORATION
WITHOUT RECOURSE
AEGIS MORTGAGE CORPORATION
BY
TRYMEKA McCOY
ASSISTANT SECRETARY

PAY TO THE ORDER OF
JP MORGAN CHASE BANK, AS TRUSTEE
WITHOUT RECOURSE
Residential Funding Corporation
BY
Judy Faber, Vice President

ALLONGE TO PROMISSORY NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE FOLLOWING DESCRIBED NOTE, THIS ALLONGE IS AFFIXED AND BECOMES A PERMANENT PART OF SAID NOTE

POOL: 0 LOAN ID: 7762925

NOTE DATE: 6/5/2002 LOAN AMOUNT: $135,900.00

BORROWER NAME: WENDY A NORA

PROPERTY ADDRESS: 6931 OLD SAUK RD, MADISON, WI 53717

PAY TO THE ORDER OF

Residential Funding Company, LLC fka Residential Funding Corporation

WITHOUT RECOURSE

The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee, Residential Funding Company, LLC fka Residential Funding Corporation, Attorney-In-Fact

By: Amy Nelson

Name: Amy Nelson

Title: Assistant Vice President

MIN SUMMARY

Summary

1000147-0461106582-1 6931 OLD SAUK RD MADISON, WI 53717		**Reinstated or modified (option 1), Not assigned back to MERS** MOM First Lien	
Reg Date	06/12/2002		
County	Dane	QR	N
Primary Borrower	NORA, WENDY		
Pool Number	RASC2002KS5CONF	Investor Loan Number	7762925
Note Amount	$135,900.00	Note Date	06/05/2002
Servicer	1000440 - Residential Funding Company, LLC		
Custodian	1000573 - Wells Fargo Mortgage Document Custody		
Investor	1000545 - RFC Trustee 03		
Subservicer	1000474 - HomeComings Financial, LLC		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

Exhibit F F-1

MILESTONES for 1000147-0461106582-1

Description	Date	Initiating Organization / User	Milestone Information
Reinstated/Mod (opt 1), not assigned back to MERS	08/21/2006	1000474 HomeComings Financial, LLC David Hansen	MIN Status: Reinstated or modified (option 1), not assigned back to MERS Quality Review: N
Foreclosure Status Update	08/21/2006	1000474 HomeComings Financial, LLC David Hansen	MIN Status: Active (Registered) Foreclosure Status: Foreclosure Pending (option 1), assigned to servicer Quality Review: N
Foreclosure Status Update	10/10/2005	1000474 HomeComings Financial, LLC Elizabeth Hinton	MIN Status: Active (Registered) Foreclosure Status: Reinstated or modified (option 2) Quality Review: N
Foreclosure Status Update	08/23/2004	1000474 HomeComings Financial, LLC Batch	MIN Status: Active (Registered) Foreclosure Status: Foreclosure Pending (option 2), retained on MERS
Transfer Beneficial Rights - Option 1	09/10/2002	1000545 RFC Trustee 03 Batch	MIN Status: Active (Registered) New Investor: 1000545 RFC Trustee 03 Old Investor: 1000440 Residential Funding Company, LLC Batch Number: 414035 Transfer Date: 08/29/2002
Transfer of Flow Servicing Rights	07/05/2002	1000147 Aegis Funding Corporation Batch	MIN Status: Active (Registered) New Servicer: 1000440 Residential Funding Company, LLC Old Servicer: 1000147 Aegis Funding Corporation New Subservicer: 1000474 HomeComings Financial, LLC Old Subservicer: None Batch Number: 352146 Sale Date: 06/28/2002 Transfer Date: 06/28/2002
Transfer Beneficial Rights - Option 2	07/03/2002	1000147 Aegis Funding Corporation Batch	MIN Status: Active (Registered) New Investor: 1000440 Residential Funding Company, LLC Old Investor: 1000147 Aegis Funding Corporation Batch Number: 351984 Transfer Date: 06/28/2002
Release Interim Funder Interests	07/01/2002	1000108 GMAC Bank (1) Batch	MIN Status: Active (Registered) Old Interim Funder: 1000108 GMAC Bank (1)
Registration	06/12/2002	1000147 Aegis Funding Corporation Batch	MIN Status: Active (Registered) Servicer: 1000147 Aegis Funding Corporation

F - 2