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5

6 **UNITED STATES BANKRUPTCY COURT**  
7 **SOUTHERN DISTRICT OF NEW YORK**  
8

9 In re: Case No. 12-12020 (MG)  
10 RESIDENTIAL CAPITAL, LLC, et al., Chapter 11  
11 Debtors. Jointly Administered  
12 \_\_\_\_\_/

13 **RESPONSE TO OBJECTION OF THE RESCAP BORROWER CLAIMS TO**  
14 **PROOF OF CLAIM FILED BY PAMELA D. LONGONI AND JEAN GAGNON**  
15 **CLAIM NOS. 2291, 2294, 2295 AND 2357**

16 COME NOW, PAMELA D. LONGONI, individually and as the Guardian Ad  
17 Litem for LACEY LONGONI, and JEAN M. GAGNON, by and through their attorneys,  
18 ERICKSON, THORPE & SWAINSTON, LTD., and Thomas P. Beko, Esq., and hereby  
19 submit the following response to the Objection to the Proof of Claims filed by Pamela D.  
Longoni and Jean Gagnon.

20 DATED this 15<sup>th</sup> day of April, 2015.

21 ERICKSON, THORPE & SWAINSTON, LTD.  
22

23 By /s/ Thomas P. Beko  
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15 COME NOW, PAMELA D. LONGONI, individually and as the Guardian Ad Litem  
16 for LACEY LONGONI, and JEAN M. GAGNON, by and through their attorneys,  
17 ERICKSON, THORPE & SWAINSTON, LTD., and Thomas P. Beko, Esq., and hereby  
18 submit the following response to the Objection to the Proof of Claims filed by Pamela D.  
19 Longoni and Jean Gagnon.<sup>1</sup> As will be set forth hereinbelow, the debtors have failed to  
20 establish a necessary predicate to the defenses they have asserted against the plaintiffs'  
21 claims. As a result, they have failed to meet their burden of refuting an essential allegation  
22 of the plaintiffs' claims. Therefore, this Court should deny the current motion.

23 Moreover, as this Court will see, the plaintiffs' claims are, as a matter of law, entirely  
24 valid and therefore this Court should enter an order establishing this fact.

25 **I. Summary of the Claims and the Debtors' Objection.**

26 1. As the debtors have aptly noted, the claims of Pamela Longoni and Jean  
27 \_\_\_\_\_

28 <sup>1</sup> The claimant Pamela D. Longoni has asserted claims on behalf of her minor daughter, Lacey Longoni.

1 Gagnon arise as a result of the sale of their home following a nonjudicial foreclosure that the  
2 claimants allege was wrongfully undertaken by the debtors GMAC Mortgage, LLC  
3 (“GMACM”) and Executive Trustee Services (“ETS”). That foreclosure began in February  
4 of 2009, and resulted in the sale of the claimants’ home on August 14, 2009. The claimants  
5 brought suit alleging various claims based upon the substantive law of the State of Nevada.

6 2. Generally speaking, the claimants’ action was premised upon three simple  
7 concepts. First and foremost, the plaintiffs alleged that when conducting the foreclosure,  
8 GMACM and ETS violated Nevada law which required that any party conducting a  
9 foreclosure must be possessed of both the promissory note and the deed of trust. The  
10 claimants alleged neither GMACM nor ETS had those necessary rights. The claimants  
11 further alleged that the defendants’ foreclosure activities violated various provisions of  
12 Nevada statutory law, including provisions which adopted a mandatory mediation program,  
13 which were an absolute prerequisite to the commencement of any nonjudicial foreclosure.

14 3. In addition to challenging the debtors right to even commence a foreclosure  
15 upon the plaintiffs’ property, the claimants also alleged that GMACM had, in fact, agreed  
16 to a modification of the claimants’ existing home loan. And despite that fact, GMACM  
17 directed ETS to move forward with the foreclosure sale of their home. Secondly, the  
18 claimants allege that GMACM directed ETS to move forward with the foreclosure despite  
19 the fact that GMACM representatives had repeatedly promised Pamela Longoni (Longoni)  
20 that foreclosure activities were on hold. Based upon these acts, the plaintiffs alleged various  
21 tort and contractual claims.

22 4. In their current motion, the debtors assert two basic arguments. First, the  
23 debtors argue that regardless of anything that GMACM’s representatives may have said or  
24 done during the loan mitigation process, the foreclosure was proper since the claimants had  
25 breached their original loan agreement. They further assert that the debtors thereafter  
26 properly conducted the nonjudicial foreclosure. Alternatively, the debtors argue that the  
27 claimants cannot factually prove that there was an agreed upon loan modification, and even  
28 if they could, all the claims would be barred by reason of the statute of frauds. For the



1 reasons set forth herein, these arguments are fatally flawed.

2 5. In making their current objection, the debtors have intentionally omitted any  
3 discussion of the fundamental prerequisite to any of their claimed defenses, namely their  
4 right to commence *any* nonjudicial foreclosure. As alluded to above, Nevada law clearly  
5 requires that before any party may foreclose upon a residential deed of trust, that party must  
6 be possessed of both the promissory note and the deed of trust. In this case, the defendants  
7 have never been able to establish this threshold requirement. As will be detailed herein, in  
8 over a year of litigation, the debtors could never identify who held the plaintiffs' promissory  
9 note. During the course of discovery, they gave conflicting sworn answers to questions  
10 which sought that basic information. Now, in making their current arguments, they have  
11 simply glossed over this fundamental requirement.

12 6. Because the debtors cannot prove that they had *any* right to commence the  
13 foreclosure, the issue of their subsequent compliance with Nevada's statutory requirements  
14 is entirely superfluous. Neither GMACM nor ETS had the rights under both the promissory  
15 note and the deed of trust. As a result, neither had any legal right to commence the  
16 foreclosure upon the claimants' property. For this simply reason, their current motion must  
17 be summarily denied.

18 7. Beyond this obvious flaw, the claimants will fully demonstrate that there was,  
19 in fact, an enforceable agreement to modify their previous loan. They will also show that  
20 they fully and completely relied upon representations made by several GMACM  
21 representatives that their home would not be foreclosed upon, and that such reliance  
22 establishes fully enforceable legal rights under Nevada law.

23 8. And finally, the claimants will show that immediately after the foreclosure sale  
24 was completed, GMACM fully admitted that it had wrongfully foreclosed upon the  
25 claimants' home, and that it thereafter undertook efforts to recover the home. Unfortunately,  
26 the new purchaser refused to sell the home back. When that occurred, GMACM then  
27 undertook efforts to minimize the claimants' damages. They first promised to, and did, in  
28 fact, remove all negative credit references which they had placed upon the claimants' credit

1 history (both as to their loan default and the foreclose). Next they promised to reimburse the  
2 claimants for all costs they incurred as a result of having to move on 5 days' notice.  
3 However, when the claimants refused to provide the debtors with a complete release in  
4 exchange for such payments, the debtors reneged on that promise as well.

5 **II. The Debtors Have Failed to Establish That They Had Any Legal Right to**  
6 **Commence the Non-judicial Foreclosure. Therefore, They Cannot Negate an Essential**  
7 **Allegation of Any of the Claimants' Claims, Let Alone All of Them.**

8 9. The debtors failed to establish that they had a legal right to commence any non-  
9 judicial foreclosure. This failure completely precludes the debtors from the relief they seek  
10 in this matter. The claimants will first address the complete lack of a substantive basis to  
11 allow foreclosure. Following this discussion, the claimants will thereafter review the  
12 mountain of irrefutable evidence which unequivocally proves the validity of the plaintiffs'  
13 claims, which in turn are based upon representations made by GMACM representatives  
14 during the loan modification process.

15 **A. Procedural Authority.**

16 10. "Courts in the Second Circuit apply a burden shifting framework for claims  
17 objections." *In re: Metex Mfg. Corp.*, 510 B.R. 735, 740 ( Bankr.S.D.N.Y. June 13, 2014).

18 A properly filed proof of claim constitutes *prima facie* evidence  
19 of the claim's amount and validity. When a valid proof of  
20 claim is properly filed, the party in interest objecting to the  
21 claim carries the burden of putting forth evidence sufficient to  
22 refute the validity of the claim. After the objector does so, the  
23 burden shifts to the claimant to establish the validity and amount  
24 of its claim by a preponderance of the evidence.

25 *Id.*, 510 B.R. at 740. (Internal citations omitted.)

26 11. In this regard, a properly filed claim is deemed allowed, unless a party in  
27 interest objects. 11 U.S.C. 502(a). "If an objection refuting at least one of the claim's  
28 essential allegations is asserted, the claimant has the burden to demonstrate the validity of

1 the claim. *In re Residential Capital, LLC*, 2014 WL 1414136, \*5 (Bankr. S.D.N.Y. April  
2 10, 2014). However, if the objector does *not* introduce evidence as to the invalidity of the  
3 claim, the claimant need offer no further proof on the merits of the claim. *In re Residential*  
4 *Capital, LLC.*, 524 B.R. 465 (Bankr. S.D.N.Y. 2015).

5 12. As revealed above, in this case the objectors have failed to establish a  
6 fundamental predicate to their right to engage in *any* foreclosure activity. Because they  
7 cannot prove that they had the legal right, under Nevada law, to ever commence a nonjudicial  
8 foreclosure, as a matter of necessity they cannot defeat any of the claims asserted. Because  
9 of the inability to make this threshold showing, the burden would never shift back to the  
10 claimants to prove the validity of their claims (or show that the debtors objections are not  
11 sustainable). For purposes of completeness, however, the claimants will do both.

12 **B. The Debtors' Objection.**

13 13. To support their arguments that the foreclosure upon the claimants' home was  
14 lawful, the debtors offer two paragraphs of wholly unsupported facts. In paragraph 16, they  
15 properly note that on September 29, 2005, Longoni executed a promissory note and deed of  
16 trust on certain real property located at 5540 Twin Creeks Drive, Reno, Nevada ("Property").  
17 *See, attached Exhibit 1.* The debtors declare to this Court that the deed of trust was "in  
18 favor" of Equifirst Corporation. However, as will be explained below, in truth, the  
19 beneficiary of the deed of trust is not Equifirst Corporation, but rather, it is Mortgage  
20 Electronic Registration System, Inc. ("MERS"). Next, debtors claim that the "loan" was  
21 placed into a securitized trust in December 2005, under which Residential Funding  
22 Corporation acted as the master servicer. They claim that Homecomings Financial LLC, and  
23 later, GMACM, acted as the sub-servicer on the loan from 2005 to 2013.

24 14. Next, they claim that following several defaults under this original promissory  
25 note and deed of trust, in November of 2007, Longoni entered into a loan modification  
26  
27  
28

1 agreement with Homecomings Financial, LLC.<sup>2</sup> They claim that Longoni then defaulted on  
2 that modified loan in December of 2008. These claimed facts are true. In footnote 10, the  
3 debtors declare that “Homecomings Financial LLC service transferred all loans to GMAC  
4 Mortgage LLC.” Notably, they offer no evidence to support this claim.

5 15. Then, in paragraph 17, the debtors allege that due to Longoni’s failure to make  
6 the required payments, GMACM declared the loan in default and sent a notice of default to  
7 Longoni on January 2, 2009. They then claim that when Longoni failed to cure the default,  
8 the “trustee, Debtor Executive Trustee Services, LLC (“ETS”), formally recorded a Notice  
9 of Breach and Default and Election to Cause Sale [sic] of Real Property Under Deed of Trust  
10 on February 26, 2009.”<sup>3</sup> Finally, they claim that this Notice was sent to Longoni at the  
11 Property address on March 4, 2009.<sup>4</sup> The recording of this Notice of Breach and Default was  
12 the commencement of the non-judicial foreclosure.

13 16. When making the argument that they properly performed the foreclosure upon  
14 the claimants’ home, GMACM or ETS failed to demonstrate that they possessed the  
15 necessary legal rights to even commence that process. The failure to prove this basic  
16 underlying right renders all their remaining arguments superfluous.

17 17. As is set forth in the claimants’ Third Amended Complaint, there are numerous  
18 allegations that the debtors (and others whom the debtor’s claimed owned the promissory  
19 note and deed of trust) never had the legal standing to commence the non-judicial  
20 foreclosure. *See, Third Amended Complaint, ¶¶ 22 (neither GMAC MORTGAGE, LLC nor*  
21 *EXECUTIVE TRUSTEE SERVICES, LLC., had legal standing to commence non-judicial*  
22 *foreclosure proceedings against the plaintiffs’ real property). Therefore, GMAC*  
23 *MORTGAGE, LLC and EXECUTIVE TRUSTEE SERVICES, LLC wrongfully foreclosed*  
24

---

25 <sup>2</sup> This agreement was also signed by the Claimant Gagnon. This is the source of  
26 his rights in this litigation.

27 <sup>3</sup> The notice used the word “Sell” rather than “Sale”

28 <sup>4</sup> As will be demonstrated below, what the debtors forgot to tell this Court was that  
this Notice came back unclaimed.

1 upon the plaintiffs' real property. See, also, ¶¶ 31, 32, and 71.<sup>5</sup> The debtors' failure to  
2 establish their legal right to even begin the foreclosure process is fatal to their current motion.

3 18. To understand the significance of this issue, it is important for this Court to  
4 review some of the history of the underlying litigation. When the plaintiffs commenced this  
5 action in April of 2010, they originally named GMACM and ETS as the only defendants.  
6 They named GMACM because that is the entity that the claimants had dealt with during the  
7 loan modification process and because their representative told Longoni that they had  
8 foreclosed upon her home. They named ETS because post foreclosure sale, they discovered  
9 that said entity had recorded all the public notices. In truth, the plaintiffs had no idea how  
10 GMACM or ETS were involved in their loan as the last entity that they had dealt with was  
11 Homecomings Financial who was listed as the lender in their 2007 loan modification.

12 19. After the defendants finally answered the complaint, the plaintiff served the  
13 defendants with their first set of interrogatories which asked the defendants to identify each  
14 owner of the note and deed of trust. See, attached Exhibit 2. On December 2, 2010,  
15 GMACM responded as follows:

16 **Interrogatory No. 1:**

17 Please identify each individual or entity who currently  
18 has or has had, or who has claimed to have had, possession  
19 and/or an ownership interest in the Note (GMAC-01-0129-0138)  
20 and Deed of Trust (GMAC-01-0088-0108) executed by the  
plaintiffs on or about September 29, 2005, relative to the  
property at 5540 Twin Creeks Drive, Reno, Nevada. Further  
state, the following:

- 21 a) The date upon which said person or entity  
22 obtained possession and/or ownership of said  
Note and/or Deed of Trust;
- 23 b) The date which said person or entity transferred  
24 possession or ownership of said documents;
- 25 c) The person or entity from which the person or  
26 entity obtained possession or a legal interest in the  
Note and/or Deed of Trust;
- 27 d) The person or entity to whom the Note and/or

---

28 <sup>5</sup> This Complaint is attached as Exhibit 1 to the debtors' Objection.

Deed of Trust were transferred.

**Response No. 1:**

|          |   |                                       |
|----------|---|---------------------------------------|
| 9/29/05  | Equifirst Corp                          | Origination                           |
| 10/17/05 | Loan registered with MERS               | Loan originated with MERS as nominee  |
| 1/05/06  | Residential Funding Co, LLC as Trustees | Transfer of beneficial rights from EC |
| 10/08/06 | Residential Funding Co, LLC             | Transfer of servicing rights from EC  |

20. Based upon this rather evasive response, the undersigned sought leave to amend the complaint to add claims against Residential Funding as it was assumed that as the holder of the plaintiff's note and deed of trust, that entity must have been responsible for the plaintiffs' wrongful eviction. The Court granted leave for such filing, and on February 25, 2011, the plaintiffs filed their Second Amended Complaint adding Residential Funding as a defendant.<sup>6</sup>

21. On July 29, 2011, the parties appeared before the United States Magistrate Judge on an unrelated matter. During the course of that hearing, the debtors' counsel informed the court that he had received information from his clients that the owner of the note was not Residential Funding, but rather the note was owned by a company called Residential Asset Mortgage Products, Inc. The debtors' counsel informed the court that he did not know where the entity was located. *See, Minute Order, Doc. #80, attached hereto as Exhibit 3.*

22. Soon thereafter, on August 5, 2011, GMACM served the plaintiffs with its Amended Response to Plaintiffs' First Set of Interrogatories. In these responses, GMACM gave a completely different answer to the question of who owned the plaintiffs' promissory note and deed of trust. In this amended response, GMACM stated as follows:

**(Amended) Response No. 1:**

On September 29, 2005, Equifirst Corporation originated the Note and Deed of Trust in the amount of \$432,000.00; said Deed of Trust was recorded on October 7, 2005. MERS was

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<sup>6</sup> To avoid excessive exhibits, the claimants have not attached this pleading. It is, of course accessible to the Court through the PACER system.

1 listed as “Nominee” on the Deed of Trust. Residential Funding  
2 Corporation, LLC (“RFC”) purchased the Loan from Equifirst  
3 in November, 2005. On December 1, 2005, the Pooling and  
4 Servicing Agreement between Residential Asset Mortgage  
5 Products, Inc., (RFC), and U.S. Bank (“the PSA”) was executed.  
6 The closing date of the PSA was December 28, 2005, and that  
7 is the date all of the Loans became securitized. Also on  
8 December 28, 2005, the Assignment and Assumption  
9 Agreement between RFC and Residential Asset Mortgage  
10 Products, Inc. was generated. That document has been  
11 previously produced as part of documents labeled RFC-002.  
12 That Assignment and Assumption Agreement provided for a  
13 transfer of ownership of the loans from RFC to Residential  
14 Asset Mortgage Products, Inc., and then an automatic transfer of  
15 ownership to the Trust of the loans for a stated period of time.  
16 Pursuant to the Assignment and Assumption Agreement,  
17 ownership of the loan at issue transferred to the Trust on that  
18 date – December 28, 2005. GMAC Mortgage, LLC obtained the  
19 right to service the loan on behalf of RFC on May 1, 2007. The  
20 investor on the loan currently is the Trust, RAMP 2205-EFC7,  
21 RFC is the Master Servicer, and GMAC is the second tier  
22 servicer.

23 23. In response to this late disclosure, the undersigned was again forced to amend  
24 the complaint. Thus, the plaintiffs filed their Third Amended Complaint.<sup>7</sup> And, while it is  
25 true that the plaintiffs did file multiple complaints in this matter, the reason therefore was  
26 because the debtors could not identify who owned the plaintiffs’ promissory note and deed  
27 of trust. To date, debtors have never provided any evidence of the actual transfer of rights  
28 (or possession) of the promissory note to either GMACM or ETS.

29 24. After filing their Third Amended Complaint, the undersigned then took the  
30 depositions of the individuals identified as the person most knowledgeable for GMACM and  
31 ETS.<sup>8</sup> GMACM identified Mr. Juan Aguirre as its Person Most Knowledgeable. He first  
32 testified that he had no idea of the difference between Residential Funding Company, LLC.,  
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34 <sup>7</sup> Because Residential Asset Mortgage Products, Inc., and Residential Funding  
35 Company, LLC., had been identified as the owners of the promissory notes, the  
36 undersigned asserted bankruptcy claims against those entities as well. However, this  
37 Court previously dismissed those claims. *See, Supplemental Order, Doc. No. 6258.*

38 <sup>8</sup> The individual identified as the Person Most Knowledgeable for GMACM also  
39 claimed that he was the PMK for Residential Funding Corporation. *See, Excerpts of the*  
40 *Deposition of Juan Aguirre, taken September 1, 2011, p. 8, attached hereto as Exhibit 4.*

1 and Residential Funding Corporation, however, he believed that at one point Residential  
2 Funding Corporation (which he identified as “RFC”) owned the claimants’ promissory note.  
3 *See, Exhibit 4, at pp. 62-63.* He believed that (“RFC”) owned the notes for a short period of  
4 time, (approximately 30 days). *Id. at pp. 62, 72-73.* Later on, however, Mr. Aguirre testified  
5 that RFC was merely the master servicer to the loan, and that GMACM was their subservicer.  
6 *Id. at pp. 65-66.*

7 25. Mr. Aguirre later testified that after owning the plaintiffs’ promissory note for  
8 the month, FRC sold the note to Residential Asset Mortgage Products, Inc., who thereafter  
9 transferred the note into a trust which he believed continued to own the note. *Id. at pp. 103-*  
10 *105.*<sup>9</sup> Mr. Aguirre further testified that despite these transfers, GMACM’s computer system  
11 showed that Residential Funding Corporation was the custodian of the plaintiffs’ note. *Id.*  
12 *at p. 94.* He admitted that he had never seen the note, nor did he know where it was at that  
13 time. *Id. at p. 87.*

14 26. ETS’s Person Most Knowledgeable, Mr. Myron Ravelo testified that he had  
15 no knowledge of any transfer of the claimants’ promissory note to the ETS from either the  
16 trust (RAMP 2005EFC), Residential Asset Mortgage Products, Inc., Residential Funding  
17 Company, LLC, Residential Funding Corporation, GMACM or Homecomings Financial.  
18 *See, Excerpts of Ravelo deposition, pp. 21-22, attached Exhibit 5.* He further acknowledged  
19 that he had no idea who owned or held the claimants’ promissory note when ETS got the  
20 foreclosure assignment from GMACM. In fact, he admitted that he was not aware that  
21 anyone had even inquired into the issue at the time. *Id. at pp. 62-63.*

22 27. Notably, Mr. Ravelo also admitted that after October of 2010, ETS did not  
23 foreclose upon property until it had received a formal assignment of the deed of trust from  
24 MERS. *Id. at pp. 83-85.* After October of 2010, they only filed the Notice of Default after  
25 they had received such an assignment. *Id. at 85.* That had not occurred with regard to the

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26 <sup>9</sup> It is interesting to note that Mr. Aguirre acknowledged that because of these  
27 transfers, when Homecomings Financial modified the claimants loan in 2008, they did not  
28 own that loan at the time. The rights to that loan had been sold to RAMPI in 2005. *Id. at*  
*pp. 124-125.*



1 Longoni's foreclosure.

2 **C. Substantive Law.**

3 28. Under Nevada law, it is clear that before any party can lawfully commence a  
4 non-judicial foreclosure, that party must possess the legal rights to both the promissory note  
5 and the deed of trust. In *Edelstein v. Bank of New York Mellon*, 128 Nev. Adv. Op. 48, 286 P.3d  
6 249 (Sept. 27, 2012), the Nevada Supreme made it clear that when MERS is designated as the  
7 original beneficiary on a deed of trust (which, of course, they were in this case, *see, Exhibit*  
8 *1*), the note and deed of trust have been split making nonjudicial foreclosure by either party  
9 improper. *Id. at* \*7. In reaching this decision, the Nevada Court found that such a division  
10 was not irreparable. However, the Court concluded that before a lawful nonjudicial  
11 foreclosure could be commenced, the promissory note and deed of trust had to be reunited  
12 in the same party. Again, that never occurred in this case.

13 29. Relying on the frequently cited decision of *Cervantes v. Countrywide Home*  
14 *Loans, Inc.*, 656 F.3d 1034, 1039, (9<sup>th</sup> Cir. 2011), the Nevada Supreme Court explained that  
15 "[t]he deed and note must be held together because the holder of the note is only entitled to  
16 repayment, and does not have the right under the deed to use the property as a means of  
17 satisfying repayment." *Edelstein*, 286 P.3d at 254. "Conversely, the holder of the deed alone  
18 does not have a right to repayment and, thus, does not have an interest in foreclosing on the  
19 property to satisfy repayment." *Id. See, also, Leyva v. National Default Servicing Corp.*, 127  
20 Nev. Adv. Op. 40, 255 P.3d 1275, 1279 (2011) (recognizing note and deed of trust must be  
21 held by same person to foreclose).

22 30. In the underlying case, GMACM and ETS never established that either party  
23 held both the deed of trust and the promissory note. Without proof of the reunification of  
24 the deed and trust by either GMACM or ETS, neither had the legal right to foreclose upon  
25 the plaintiffs' real property. In their current Objection, the debtors have once again failed to  
26 make this requisite showing. Because they cannot prove that they had the legal right to  
27 commence *any* foreclosure upon the plaintiffs' home, they necessarily cannot prove that the  
28

1 plaintiffs' claims are invalid.<sup>10</sup>

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3  
4 **III. The Debtors Were Obligated to Comply with Nevada's Mandatory**  
5 **Foreclosure Mediation Program as the Debtors Have Readily Admitted That the**  
6 **Foreclosure Process Should Have Been Recommended after GMACM Accepted**  
7 **Additional Payments from the Claimants.**

8 31. In their underlying action, the plaintiffs' first claim for relief was founded upon  
9 the defendants' failure to comply with certain provisions of the Nevada Revised Statutes,  
10 namely sections 107.080, 107.085, 107.086, 107.087 and 107.090. As the debtors alluded  
11 to in their Objection, in 2009, Nevada adopted what is known as its mandatory Foreclosure  
12 Mediation Program. The essential terms of this program were codified through amendments  
13 to certain sections of the Nevada Revised Statutes, primarily NRS §107.080, §107.085, and  
14 §107.090. More significantly, Nevada added two key statutes which related primarily to the  
15 foreclosure mediation program, namely NRS §107.086 and §107.087.

16 32. As was explained by the Nevada Supreme Court in *Edelstein v. Bank of New York*  
17 *Mellon*, 128 Nev. Adv. Op. 48, 286 P.3d 249 (Sept. 27, 2012), the legislative changes increased  
18 the owner's redemption period and created the Foreclosure Mediation Program which  
19 required the foreclosing trustee to participate in a mediation program *before* proceeding  
20 forward with a foreclosure. To lawfully commence a foreclosure action, the trustee was first  
21 required to obtain a Certification establishing that it he/she had participated in the program  
22 in good faith. Only when armed with such a certification could the trustee proceed forward  
23 with the foreclosure. *See, also, Pasillas v. HSBC Bank USA*, 127 Nev. Adv. Op. 39, 255  
24 P.3d 1281 (2011).

25 33. In this case, the debtors' single argument relative to these statutes is that they  
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27 <sup>10</sup> Undoubtedly, the debtors will attempt to present evidence to this Court which  
28 they never proffered in their current motion, or produced in the underlying litigation. The  
Court should reject any such untimely submission.

1 are inapplicable because these statutes only became effective as of July 1, 2009, and since  
2 their Notice of Default was Recorded on February 29, 2009, the statutes do not apply. To  
3 some extent, this argument is correct.<sup>11</sup> However, what the debtors have failed to disclose  
4 is that the debtors have admitted that once GMACM engaged in loan modification  
5 discussions and accepted payments from the claimants, ETS was obligated to restart that  
6 foreclosure process. By taking additional funds from the plaintiff (which they never  
7 refunded), the default amounts changed. According to ETS's Person Most Knowledgeable,  
8 Myron Ravelo, that required ETS to start the process anew. Had they done so, they would  
9 have been required to comply with Nevada's newly adopted mediation program. Admittedly,  
10 they did not.

11 34. As the debtors have observed, in March of 2009, GMACM began working with  
12 the claimants on a loan modification program. It is undisputed that as part of that process,  
13 the claimants made, and GMACM accepted three separate payments of \$1,600.00. Those  
14 funds were never returned to the claimants. *See, attached Affidavit of Pamela D. Longoni,*  
15 ¶ 33, *Exhibit 6*. As noted above, once GMACM accepted those funds, the foreclosure  
16 process should have been restarted. In this regard, Mr. Ravelo testified as follows:

17 Q Okay. And when you say as long as the default amounts don't change, if  
18 GMAC on behalf of the lender receives additional funds, would the default  
19 amount change?

20 A If the payment, and if the monies were applied, yes, it would change.

21 Q Well, if they received them, whether they apply them or not, the amount in  
22 default would change, correct?

23 A I can't make that statement.

24 Q Why not?

25 A If they don't apply to the loan and return it to the borrower the next day, then  
26 it doesn't –

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27 <sup>11</sup> The Notice of Default which ETS filed and recorded failed to comply with the  
28 provisions of NRS 107.085 which were in existence since 2003. The 2009 amendments  
added additional requirements to §107.085, but did not eliminate those preexisting  
requirements. This issue will be discussed in greater detail below.

1 Q Oh, sure, I totally understand that, sure. If GMAC receives money from the  
2 borrower and keeps the money, doesn't give it back to the borrower, then the  
default amount would change, correct?

3 A That would be a fair assumption, yes.

4 Q All right. And in that situation, you believe that ETS would need to go back  
5 and issue a new Notice of Default, is that correct?

6 A Yes.

7 Q And that was never done in this case?

8 A Which portion, I'm sorry?

9 Q Was there ever a new Notice of Default issued in this case?

10 A Not that I can recall, no.

11 Q And do you know why not?

12 A From my understanding, the amounts, the defaulted amounts did not change.

13 Q Okay. Do you know whether or not GMAC actually received additional funds  
from the borrowers, Ms. Longoni and Mr. Gagnon?

14 A No, we were not aware of that.

15 *See, Ravelo Depo, pp. 122-123, attached Exhibit 5.*

16 Mr. Ravelo further explained as follows:

17 Q Okay. If, in fact, GMAC has received funds, but not enough to cure the  
18 default, then under that situation you then start the process over with a new  
Notice of Default providing those new numbers and continuing forward from  
there, is that right?

19 A We would have to get, we would have to get approval from GMAC, because  
20 if it changes the payment amounts, it technically isn't a valid foreclosure,  
21 period, regardless of what it is, so we would then have to refer it back to  
GMAC and they would have to refer it back to us. That is what I'm trying to -

22 Q Right. That makes sense to me. If you started the process and there was a  
23 certain amount owed and the lender gets some money back from the borrower,  
then you have got to start anew, right?

24 A From my understanding, yes.

25 Q Okay. Do you have any explanation, I will submit to you that there were  
26 payments that were received by GMAC in this case from Ms. Longoni and Mr.  
Gagnon and the money was kept. It was never returned to them. Do you know  
why the foreclosure process wasn't started anew?

27 A No.  
28

1 *Ravelo Depo, pp. 127, attached Exhibit 5.*

2 35. Through this testimony, the debtors have fully admitted that the foreclosure  
3 process should have been restarted after GMACM received additional monies from the  
4 claimants as part of the loan modification process. Undisputedly, they did not. *See, Aguirre*  
5 *deposition, Exhibit 4, p. 140, and Ravelo deposition, Exhibit 5, p. 137* Had they done what  
6 ETS's Person Most Knowledgeable testified they should have done, the foreclosure process  
7 would have been within Nevada's mandatory Foreclosure Mediation Program.

8 36. It should be noted that the debtors have attempted to avoid the implications of  
9 these facts by arguing that the claim would be barred by reason of certain provisions which  
10 were contained within a *proposed* Foreclosure Repayment Agreement which contained a  
11 provision which provided that "In the event we do not receive timely payment called for  
12 under the Agreement, Lender may, without further notice to Customer, undertake or continue  
13 collection of foreclosure activities. . ." *See, Objection, ¶ 20.*

14 37. However, the debtors fully admit that the claimants never executed this  
15 agreement. *See, Objection ¶ 19.* In fact, Longoni expressly rejected this agreement when  
16 it was proposed as she knew that they would never be able to make the requested payments,  
17 especially a huge balloon payment. *See, Longoni Affidavit, ¶ 10, attached Exhibit 6.* When  
18 Longoni informed Mr. Stephenson of this fact, he then said he was going to then propose a  
19 loan modification to GMACM which called for a \$1,600.00 monthly payment. Stephenson  
20 advised Longoni that once that agreement was prepared, he would forward it to her for  
21 signature. At no time did he ever say that there would be any balloon payment, nor did he  
22 say that there was a time limit on the proposed plan. In fact, he repeatedly stated that if the  
23 plan was approved it would become permanent. He never provided Longoni with any written  
24 agreement.

25 38. As will be explained below, GMACM's Repayment Plans were intended to  
26 allow a borrower to catch up on missed payments. This would require the borrower to pay  
27 a temporary increased monthly payment, but would necessarily entail a balloon payment at  
28 the end to catch up on the arrearage. However, a loan modification resulted in an actual

1 change to the loan documents but would not include any balloon payment. Any deficiency  
2 would be capitalized into the loan. This is precisely why Mr. Stephenson never, ever  
3 referenced a balloon payment, and why he never stated that there was a limit on the number  
4 of trial payments.

5 39. To try and justify their actions in this matter, GMACM now seeks to mislead  
6 this Court into believing that the loan modification plan was somehow terminated when  
7 Longoni did not make a balloon payment before July 1, 2009. In truth, because Mr.  
8 Stephenson removed the claimants from a “Repayment Plan” and instead placed them into  
9 a loan modification, there would be no limit on the number of payments, nor would there be  
10 any balloon payments. Any deficiency would simply be placed back into the loan.  
11 GMACM’s attempt to convince this Court that the claimants failed in the Repayment Plan,  
12 thus justifying a deviation from their promise to keep her foreclosure on hold, is nothing  
13 short of outright fraud upon this Court.

14 40. Mr. Stephenson rejected the “Repayment Plan” once he realized that the  
15 claimants would never be able to perform the balloon payment. He then sought to qualify  
16 the claimants for a loan modification. As detailed below, he repeatedly advised Longoni that  
17 everything appeared to indicate that the loan modification would be approved. Now, when  
18 the debtors have realized that they wrongfully foreclosed upon the claimants’ property, they  
19 seek to combine elements of two entirely separate and distinct programs. Truth of the matter  
20 is, the claimants were never placed into a “Repayment Plan.” The debtors’ attempt to rely  
21 upon a breach of such a plan is noting more than a thinly-veiled attempt to cover up their  
22 wrongful foreclosure actions.

23 41. Because the debtors failed to comply with Nevada’s Mandatory Foreclosure  
24 Mediation Program, their defenses must necessarily fail. Thus, their instant motion must be  
25 denied.

26 **IV. The Debtors Cannot Prove That They Complied with the Provision of**  
27 **Nevada Revised Statutes §107.085 and §107.089 Which Were in Existence since 2003.**

28 42. As noted above, in paragraphs 46 through 48 of their Objection, the debtors

1 have challenged the plaintiffs' First Claim for Relief upon the grounds that the statutory  
2 sections relied upon were not in effect until July 1, 2009, and since the foreclosure on the  
3 plaintiffs' home was started in February of 2009, these laws simply did not apply. While it  
4 is true that there were certain amendments to the cited statutes which did not become effective  
5 until July 1, 2009, one statute, namely NRS §107.085, was in full force and effect since  
6 2003.<sup>12</sup> Because the debtors failed to comply with this statute, they cannot prove that their  
7 foreclosure action was lawful

8 43. Pursuant to NRS section 107.085, certain property owners were entitled to an  
9 additional notice. *See, NRS107.085(2)*. Under this statutory section, no later than 60 days  
10 before the date of the sale, the defendants were required to personally serve a notice which  
11 contained the following information:

12 NOTICE  
13 YOU ARE IN DANGER OF LOSING YOUR HOME

14 Your home loan is being foreclosed. In 60 days your home will be sold and you will be forced to  
15 move. For help, call:

16 Consumer Credit Counseling \_\_\_\_\_  
17 The Attorney General \_\_\_\_\_  
18 The Division of Financial Institutions \_\_\_\_\_  
19 Legal Services \_\_\_\_\_  
20 Your Lender \_\_\_\_\_  
21 Nevada Fair Housing \_\_\_\_\_

22 44. In this case, GMACM and ETS would have been required to personally serve  
23 both Longoni and Gagnon with this notice no later than 60 days before August 14, 2009.  
24 They have made no claim or showing that they did so. For this wholly independent reason,  
25 the foreclosure was unlawful and the plaintiffs' claims are valid.

26 45. In addition, pursuant to the provisions of NRS §107.080(4)(a) (which had been  
27 in effect for several years before 2009), the debtors were obligated to provide the claimants  
28 with notice of the proposed trustee's sale either by certified or registered mail. In this case,  
the debtors claim that on July 23, 2009, they filed a Notice of Trustee sale in Washoe County

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<sup>12</sup> For the convenience of this Court the claimants have attached a copy of the pre-  
2009 version of NRS §107.085. *See, attached Exhibit 8.*

1 and posted a copy in three public places. They further claim that they published the notice  
2 in the Sparks Tribune (a city sister to Reno, Nevada). However, the debtors have made no  
3 showing that such notice was served upon the plaintiffs by registered or certified mail.

4 46. Because of this defect, the debtors have failed to prove that their foreclosure  
5 sale on August 14, 2009, was lawful. Thus, the plaintiffs' claims would be valid.

6 47. The debtors have provided this Court with copies of each of the notices which  
7 they claim were served upon the claimants. However, they have made no showing that they  
8 personally served any of the claimants with a Notice of Sale as required by NRS §107.085,  
9 nor have the shown that the served the plaintiffs with said notice by registered or certified  
10 mail, in violation of NRS 107.080.

11 48. Based upon this fact, the debtors cannot show that the plaintiffs' First Claim  
12 for Relief was invalid. Therefore, this Court should deny their instant motion.

13 **V. The Evidence Is Irrefutable That Multiple Gmac Representatives**  
14 **Informed the Claimants That GMACM's Proposed Loan Modifications Were, in Fact,**  
15 **Fully Approved. The Evidence Is Also Irrefutable That GMACM Repeatedly Informed**  
16 **Longoni That All Foreclosure Actions Were on Hold.**

17 49. In their efforts to convince this Court that the claimants' claims lack merit, the  
18 debtors have highlighted certain chosen facts, whilst ignoring those which are most  
19 damaging. In this regard, the debtors seek to convince this Court that their own employee's  
20 notification to the claimants that the request for a loan modification had been approved is  
21 entirely immaterial because the claimants were in default of an erroneously claimed  
22 repayment plan. As discussed briefly above, the plaintiffs were not in a "Repayment Plan,"  
23 but rather they were being considered for a loan modification. The debtors' argument that  
24 the claimants were in some type of "trial three-month" repayment plan which they failed to  
25 satisfy is simply erroneous.

26 50. As will be demonstrated herein, this is a classic example of the right hand not  
27 knowing what the left hand was doing. The process admittedly begins with GMACM  
28 proposing the plaintiffs enter into a "Repayment Plan." However, as alluded to above, that



1 plan was rejected in favor of a loan modification. As will be shown in detail below, after Mr.  
2 Stephenson proposed such a plan to GMACM, he repeatedly informed the claimants that all  
3 signs indicated that GMACM would approve the plan. Undisputedly, this process culminated  
4 in Mr. Stephenson sending Longoni an email on June 30, 2009, telling her that he had  
5 received an email indicating that GMACM had, in fact, approved her loan modification.

6 51. In an effort to discredit Mr. Stephenson and to distance themselves from legal  
7 ramifications of Mr. Stephenson's statements, the debtors argue that somehow Mr.  
8 Stephenson lacked the ability to speak on behalf of GMACM because he had been assigned  
9 to a new team. The evidence, however, fails to support such a conclusion. While it is true  
10 that Mr. Stephenson did indicate that he was moving to a new team, he neither said nor did  
11 anything that would suggest that he lacked authority to speak on behalf of GMACM. As the  
12 evidence will show, Mr. Stephenson acknowledged in writing that he sent an email inquiring  
13 about the status of the claimants' loan application, and he received an email back stating that  
14 the application had been approved. If Stephenson lacked authority to act on behalf of  
15 GMACM, why were his supervisors providing him information about the claimants' loan  
16 modification application?

17 52. GMACM also relies heavily upon the fact that nine days after Mr. Stephenson  
18 notified Longoni in writing that their loan application had been approved, a different  
19 GMACM representative (Henry Casas) informed Longoni that their loan modification  
20 application had *not* been approved. The parties vigorously disagree on the effects of this  
21 subsequent statement. The plaintiffs take the position that GMACM's agreement to modify  
22 their loan was fully consummated on June 30, 2009, when Mr. Stephenson informed Longoni  
23 in writing that he had received an email which stated that her modification had been  
24 approved.<sup>13</sup> The plaintiffs further contend that when Mr. Casas subsequently informed  
25 Longoni that GMACM had not approved their loan modification request, what he did was

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26  
27 <sup>13</sup> As will be detailed below, the plaintiffs reject the debtors' arguments that the  
28 statute of frauds invalidates this claim as the email exchanges between Longoni and Mr.  
Stephenson fully satisfy Nevada's writing requirement.

1 actually repudiate (and breach) the previously consummated agreement. Thus, in the matter  
2 of nine days, GMACM entered into, and subsequently breached, the agreement to modify the  
3 plaintiffs' loan. The plaintiffs made three \$1,600.00 payments toward this loan modification  
4 request and thus GMACM's promise was fully supported by valid consideration.

5 53. In a related, but legally distinct matter, the evidence in this case is clear that  
6 every GMACM agent who spoke with Ms. Longoni during this process informed her that  
7 GMACM's foreclosure activities were on hold. In reliance upon these repeated  
8 representations, the claimants relied heavily to their detriment, both when making continued  
9 \$1,600.00 payments, and by failing to take steps to otherwise protect themselves against the  
10 loss of their home. These repeated promises were not only legally enforceable under the  
11 doctrine of promissory estoppel, they also establish the basis for independent fraud and  
12 misrepresentation claims. The claimants will now demonstrate the true undisputed facts.  
13 They are as follows:

14 54. It is undisputed that in January of 2009, Longoni first contacted the entity  
15 which she was led to believe was servicing their loan, Homecomings Financial. *See, Longoni*  
16 *Affidavit*, ¶6, *attached Exhibit 6*. Pursuant to their direction, she sent them a letter requesting  
17 a modification of their loan. *See, attached Exhibit 7*. Over the next three months, Longoni  
18 began working with the GMACM's loan specialist, Nate Stephenson. Initially, Stephenson  
19 proposed what GMACM refers to as a "Repayment Plan." This repayment plan does not  
20 actually modify a borrower's loan, but rather, it temporarily restructures a borrower's  
21 payment plan to allow the borrower an opportunity to "catch up" on deficiencies in their loan.

22 55. During their discussions, Stephenson sent Longoni a proposed agreement  
23 entitled Foreclosure Repayment Agreement. This agreement required the claimants to make  
24 three payments of \$2,270.00 followed by a \$19,420.00 balloon payment. Longoni  
25 immediately notified Ms. Stephenson that such a plan would never work as they would never  
26 have the financial means to make that balloon payment. Longoni disclosed to Stephenson  
27 that the most that she felt they could pay on a monthly basis was \$1,600.00.

28 56. In discussions which followed, Mr. Stephenson then advised Longoni that there

1 was another option which was available and that was a loan modification. Under the loan  
2 modification, the terms of her loan would be significantly changed. First, the amount of her  
3 monthly payment would be reduced, her interest rate would be reduced and a huge amount  
4 of the principal would be written off. Mr. Stephenson then instructed her to begin making  
5 monthly payments of \$1,600.00. He informed her that he would submit a request for such  
6 a modification, and that she should continue to make the \$1,600.00 payments. At no time  
7 did he ever indicate to her that this program was temporary, limited or would include any  
8 balloon payment. In fact, he expressly stated just the opposite. *See, Longoni Affidavit, ¶¶*  
9 *7-12, attached Exhibit 6.*

10 57. Over a span of three months, the claimants made the requested payments.  
11 However, on each occasion Longoni encountered problems, none of which were her fault.  
12 She did request a brief extension on the first payment, which was fully accepted by  
13 GMACM. When she attempted to make the second payment in the same fashion as the first,  
14 GMACM refused to accept the payment. Thus, she was forced to make the payment via  
15 Western Union. During the entire process, Longoni had continued contact with Mr.  
16 Stephenson. On every occasion he assured her that he had submitted her request for  
17 modification and that everything he saw indicated that it was going to be approved. He  
18 repeatedly informed her that once the approval was obtained, he would be providing her with  
19 a written agreement confirming the terms.

20 58. Undisputedly, near the end of May, 2009, Mr. Stephenson informed Longoni  
21 that he was going to be transferred to a different department the following week. He told that  
22 he was not sure who her loan was going to be assigned to, however, he told her he would let  
23 her know who she should contact. Over the next month, Longoni made several attempts to  
24 contact her new specialist. When she had no success, on June 30, 2009, she again emailed  
25 Mr. Stephenson, who told her that the new representative was Landon Huck. When Ms.  
26 Longoni asked for Mr. Huck's contact information, Mr. Stephenson informed her that he  
27 could not give her that information, however, he did say that he had actually received an  
28 email the prior day indicating that her loan modification had, in fact, been approved the prior

1 day.

2 59. Over the next six days, Longoni attempted, without success, to make her next  
3 \$1,600.00 payment. On July 9, 2009, she was finally able to reach a live person who  
4 identified himself as Henry. Longoni told Henry that she had been told on June 30, that her  
5 request for a loan modification had been rejected. Henry responded and said that her  
6 application had not been approved. He further told her that they owed something in the  
7 nature of \$19,000.00 or they would sell her house. Critically, Henry also told her that  
8 GMACM was going to attempt to get her into an "Obama" plan and that she had 60 days  
9 within which to qualify for the program. He specifically informed her that the foreclosure  
10 was on hold.

11 60. Having received conflicting information, Ms. Longoni immediately sent a  
12 follow up email to Mr. Stephenson advising him of what Henry was saying. Although he  
13 said nothing about whether GMACM had actually approved the loan modification request,  
14 Mr. Stephenson did confirm that GMAC was trying to get her into an Obama plan. More  
15 significantly, he confirmed Henry's representation that the foreclosure was on hold. He  
16 added that GMAC did not want to take her home.

17 61. Unbeknownst to the claimants, ETS had restarted the foreclosure which was  
18 initially commenced on February 29, 2009. On July 23, 2009, ETS recorded a Notice of  
19 Trustee's Sale setting a sale date of August 14, 2009. Three days later (July 26, 2009),  
20 GMAC shipped an "Obama" package to the plaintiff via Fed Ex Express. The package was  
21 delivered to Longoni on August 2, 2009. With that package, GMACM included a letter  
22 dated July 30, 2009, which stated that she needed to return the requested information. The  
23 letter contained a notation "30 days to sale." This seemed consistent with what Henry had  
24 told her previously when he said they had 60 days to complete the Obama application  
25 process. Longoni completed the requested information and returned it to GMACM on  
26 August 10, 2009..

27 62. Contrary to what Henry, Nate and the July 30, 2009 letter had stated GMACM  
28 and ETS did not wait 30 days. They sold the plaintiffs' home at a trustee's sale on August

1 14, 2009. On August 24, 2009, Longoni called GMACM to inquire into the status of her  
2 Obama application. She was then told that her home had been sold at foreclosure on August  
3 14, 2009. Longoni informed the representative that she had been repeatedly told that any  
4 foreclosure was on hold pending their Obama modification. Longoni further informed the  
5 representative that she wanted her home returned. Longoni was told that the matter would  
6 be referred to a supervisor.

7 63. The following day (August 25, 2009), Longoni's 13-year old daughter Lacey  
8 received a 5-day notice to vacate her premises. Over the next week, Longoni scrambled to  
9 find a new home for herself and her daughter. It was just prior to the start of the school year.  
10 The next contact from GMACM came via a telephone call from GMACM's counsel, Mr.  
11 Michael Knapp. In that call, Mr. Knapp admitted that GMACM had made a terrible mistake  
12 and that they were attempting to get her home back.

13 64. Apparently, GMACM engaged in some negotiations with the new purchaser,  
14 however, the purchaser was unwilling to reconvey the property to GMACM for a price  
15 acceptable to GMACM. Thereafter, GMACM's counsel undertook efforts to removal all  
16 negative credit references from the claimants' credit history. They also offered to pay all the  
17 claimants' moving related expenses, however, when the claimants would not sign a full  
18 release for such payments, GMACM reneged on that offer. The instant lawsuit followed.

19 65. The evidence used to support the claimants' arguments herein is truly  
20 uncontroverted. It consists primarily of email communications between Ms. Longoni and  
21 Loan Specialist, Nate Stephenson. It also is supported by debtors' own internal Log Notes  
22 (or diary). Although the diary was created by various GMACM representatives, ETS had full  
23 access to this database.<sup>14</sup> Finally, the claimants' allegations are supported by the debtor's  
24 own written correspondence. The evidence is as follows:

25 66. On February 18, 2009, GMACM's notes reflect that a "workout package" was  
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27 <sup>14</sup> GMACM and ETS representative both testified that these notes reflect ongoing  
28 communications between GMACM and ETS. *See, deposition of Aguirre, pp. 39-40, Exhibit 4 and deposition of Ravelo, p.155 Exhibit 5.*

1 sent to the claimants. *See, attached Exhibit 9, bates page GMAC-01-0065.* The very next  
2 day, (February 19, 2009) GMACM referred the matter to ETS to commence foreclosure. *Id.*  
3 *See, also, Ravelo deposition, Ex. 5, p. 63.* On March 5, 2009, GMACM received the  
4 claimants' completed financial package. *See, Exhibit 9, bates page GMAC-01-0067.* On  
5 March 10, 2009, GMACM approved the matter for their loss mitigation program. *See,*  
6 *Exhibit 9, bates page GMAC-01-0068.* GMACM's March 10, 2009, notes further reflect that  
7 they were going to pursue a Repayment Plan. *See, Exhibit 9, bates page GMAC-01-0068.*  
8 This plan consisted of 3 monthly payments of \$2,270.00, followed by a balloon payment of  
9 \$19,421.76 *Id.* Attached hereto as *Exhibit 10* is the proposed Foreclosure Repayment  
10 Agreement. The addendum describes the payment schedule.

11 67. Before proceeding forward, the claimants believe it is important for this Court  
12 to gain an understanding of what GMACM did as part of its Loss Mitigation practices. To  
13 assist its Loss Mitigation Specialists, GMACM adopted its own internal guidelines which  
14 they refer to as Servicer Guide. *See, attached Exhibit 11. See, also, Deposition testimony*  
15 *of Aguirre, pp. 158-159, Exhibit 4.* This guide identified the various options which are  
16 available for loss mitigation. The options included "Temporary Indulgence," "Repayment  
17 Plan," "Special Forbearance Relief Agreement," "Deed-In-Lieu of Foreclosure," "Write  
18 Offs," "Bankruptcy" and, of course, "Foreclosure." Each had their own terms and  
19 conditions.

20 68. As set forth in GMACM's materials, their "Repayment Plan simply allowed  
21 a borrower to increase his/her payments over time to make up for a deficiency. Under a  
22 repayment plan, the loan would *not* be modified and there would be no write off or debt  
23 forgiveness. *See, Exhibit 11, bates p. RFC-001-000300, 369.* A "Loan Modification,"  
24 however, occurred where there was a change in one or more terms of the original mortgage  
25 note. Such changes could entail a change to the interest rate, payment amount, maturity date,  
26 or the principal balance of the loan. *See, Exhibit 11, bates p. RFC-001-000378.* Loan  
27 modifications could be done under several plans such as "Traditional," "HAMP," "Second  
28 Lien Bulk" or "Framework (Bush)." *See, Exhibit 11, bates GMAC-02-000193.*

1           69. According to the GMACM's Person Most Knowledgeable, loan modifications  
2 started as "trial" modifications and then changed to "permanent" modifications. *See, Aguirre*  
3 *Deposition pp. 185-186, Exhibit 4.* HAMP modifications (which are synonymous with  
4 "Obama" modifications) came into effect in March of 2009, but GMACM did start to use  
5 them until May of 2009. *Id. at 164-165. 194.* GMACM Loan Specialists could utilize either  
6 Traditional plans or HAMP plans depending upon which option worked best for the  
7 borrower. *Id. at 165.* According to Aguirre, the specialist would look first to the Traditional  
8 modification, however, when the HAMP program was enacted, it was used as the terms were  
9 more liberal for the borrower (i.e., reduced interest rates, extended terms, etc.). *Id. at 188-*  
10 *189.* This is precisely what occurred in this case.

11           70. As GMACM's own record reveals, Mr. Stephenson first proposed a Repayment  
12 Plan which required three payments of \$2,270, followed by a balloon payment which was  
13 over \$19,000.00. However, when it became clear that the claimants could never successfully  
14 complete such a plan, Mr. Stephenson immediately moved the claimants into a Loan  
15 Modification plan. As the records reveal, that plan started as a "trial" modification which  
16 was only dependent upon final approval. Later, on June 29, 2009, final approval for the plan  
17 made it permanent.

18           71. The debtors' efforts to now convince this court that the only loss mitigation  
19 plan GMACM ever proposed was a Repayment Plan is obviously nothing more than a thinly-  
20 veiled rouse which is intended to create a pretextual justification for the wrongful  
21 foreclosure. GMACM's current claim that the claimants "breached" the repayment plan is  
22 obviously nothing more than a cover for GMACM's failure to inform ETS that it was  
23 changing the plaintiffs' Loan Modification plan from a Traditional Plan to an Obama Plan.

24           72. The record plainly reveals that Messrs. Stephenson and Casas both informed  
25 the plaintiff that the foreclosure was on hold pending the claimants' application for an  
26 Obama modification. Unfortunately, no one at GMACM took the time to tell ETS not to  
27 proceed forward with the foreclosure. Having subsequently realized their mistake, GMACM  
28 attempted to recover the plaintiffs' home from the trustee's sale. When they failed in that

endeavor, they had no choice but to manufacture a defense. Unfortunately, for the debtors, their skills of deception are matched only by their level of incompetence.

73. Returning to a review of the debtor's own evidence. When it became obvious that a Repayment Plan was not a viable option, Mr. Stephenson decided to pursue a Loan Modification. GMACM's log notes from March 19, 2009, clearly reflect that change. *See, Exhibit 9, bates page GMAC-01-0072*. This note reads as follows:

The borrower does not have enough savings to reinstate the loan and their financials do not support a repayment plan.

On the following page (*GMAC-01-0072*), GMACM's notes reflect the fact that a "trial" loan modification was being proposed. That note reads as follows:

Proposed Solution: GMAC Mortgage proposes a 3 month trial **modification** consisting of a down payment of \$1600 and a monthly contribution of \$1600. Upon successful completion of the trial the estimated mod terms will be: Mod Type; Cap: Interest Rate Type: ARM to ARM; Interest Rate: 3.25; Index Rate 3.9; Margin: -0.65; Arm Freeze: 5 year Freeze; NPV \$10,737.80. (Emphasis added)

74. Clearly these notes reflect a complete remodeling of the claimants' loan. By the same token, they completely dispel the notion that this was a Repayment Plan which would do nothing more than allow the borrower to "catch up" a deficiency. According to PMK Aguirre, the letters "Cap" meant that any deficiency would be capitalized into the loan. *Aguirre deposition at p. 231, Exhibit 4*. The plan was set to commence on March 30, 2009. The interest rate would be frozen for 5 years. As this Court likely noticed, according to GMACM's own Servicer Guide, Repayment Plans were for a maximum of 18 months. *See, Exhibit 11*.

75. GMACM's diary further reflect that on March 27, 2009, Longoni contacted GMACM and requested a couple more days to make the first payment. *See, Exhibit 9, bates p. GMAC-01-0073*. The notes reflect that Mr. Stephenson granted Longoni an extension



1 until April 3, 2009, and Longoni made her payment within that time. Longoni's Affidavit  
2 confirms these entries. *See, Longoni Affidavit, Exhibit 6, ¶ 12.*

3 76. GMACM's notes of March 30, 2009, are further proof that the plan to allow  
4 \$1,600.00 payments was not part of a Repayment Plan, but rather, were the first step in a  
5 Loan Modification. As this Court can see, Mr. Stephenson's note confirmed that he had  
6 requested a debt forgiveness of \$186,000.00 which was sent for approval. *Exhibit 9, bates*  
7 *page GMAC-01-0073*. Repayment plans made no provision whatsoever for debt forgiveness.  
8 Obviously, he had abandoned any idea of using the loss mitigation technique of Repayment  
9 Plan.

10 77. From this point forward, the communications between Stephenson and Longoni  
11 are further confirmed by email communications. These communications are attached hereto  
12 in *Exhibit 10*. The undersigned will now review those communications as they correspond  
13 to GMACM's internal notes. Their communications begin on April 2, 2009, after Longoni  
14 had made the claimants first \$1,600.00 payment. Emphasis has been added to the most  
15 pertinent remarks.

|           |             |  |
|-----------|-------------|--|
| 16 4/2/09 | Pam to Nate | Hi Nate, So I got this weird call this a.m. at the house from Homecomings leading me through all these prompts to make the \$1600 payment. So I followed the steps and made the payment accordingly. My confirmation number is 684165546. The payment was \$1600 plus a \$7.50 transaction fee. Whew! I'm glad that's over. And now I don't have to go hassle with Western Union. So when is my next payment due? Thanks for everything! You rock! |
| 17 4/2/09 | Nate to Pam | That's great!!! Your next payment is due 4/30/09 for \$1600. <b>All that I am awaiting on in order to make this a permanent change (next 5 yrs) is approval from the Vice President of the Bank.</b> I should know the outcome in the next month (ish) :). Thanks, Nate.   |
| 18 4/2/09 | Pam to Nate | Oh?? I thought this was a "for sure" thing. There's a chance it will not go through?   |
| 19 4/2/09 | Nate to Pam | Your <b>trial modification is approved, but since I am trying to write off \$176K from your loan, I need to get approval from our Vice President.</b> There is a chance that she may come back and say no. <b>I have done the analysis already and it seems to be a win win situation, so I am fairly confident that it will get approved for a permanent modification.</b>  |

|    |         |             |  |
|----|---------|-------------|--|
| 1  | 4/20/09 | Pam to Nate | Hello Nate, how are you? I'm just following up. I will make another payment of \$1600 next Thursday the 30 <sup>th</sup> . I still have not received any documentation regarding the modification. I know you told me not to worry, but I'm just weird that way! Do you still feel confident that this will go through? I am absolutely certain that anything higher than \$1600 a month will just make it a matter of time before we would have to mail you the keys – yuck. Have a great week. Pam |
| 2  | 4/21/09 | Nate to Pam | Hi Pam, sorry to take so long to get back to you. I have been out sick. I am still waiting on approval from our VP. Things are a little backed up here due to the current state of the housing market. I'll let you know as soon as I hear anything. Hope all is well. Thanks, Nate  |
| 3  | 4/21/09 | Pam to Nate | Nate, sorry to hear you aren't feeling well. I will wait to hear back from you. Tell that VP not to let me lose my house! Ha. Take care, Pam   |
| 4  | 4/21/09 | Nate to Pam | I'll let her know. Thanks, Nate  |
| 5  | 4/28/09 | Pam to Nate | Hi Nate, I was just looking at my mortgage information on line, and it indicates that the last payment of \$1600 was received, as well as the \$7.50 fee for processing. Then on April 7 <sup>th</sup> it indicates that the fees in the amount of \$2316.30 have been charged to the account. What does this mean, and am I responsible to pay that? I will be making another payment of \$1600 on Thursday. Thanks! Pam  |
| 6  | 4/28/09 | Nate to Pam | Hi Pam, the \$2316.30 is actually the escrow shortage. I have added that back into the loan already. <b>I just took a look at the notes on your loan and it looks as if one manager looked at it and agreed that it was a win win situation, but because it is \$186K that we are trying to write off, it has to go a little higher.</b> Thanks, Nate.   |
| 7  | 4/29/09 | Pam to Nate | Hi Nate, what has to go a little higher? Can you tell me the balance of the loan?  |
| 8  | 4/28/09 | Nate to Pam | Hi, it has to go to higher management, due to the amount. The balance that I am showing is \$439177.63. <b>If we get this MOD approved your balance will drop to \$269,677.03 for five years.</b>  |
| 9  | 4/28/09 | Pam to Nate | Hi again, Ok, I get it – sort of. So \$439,000 minus \$186,000 is \$253,000 (and change) not \$269,000, right? And so what happens after five years? The interest rate goes up, and the principal goes back? I know, I'm such a pest. I owe you. Pam   |
| 10 | 4/28/09 | Nate to Pam | <b>The \$186K includes \$15K in interest. So the actual principal that is being written off is around \$169K. After 5 yrs your rate will increase by no more than 1% per year. The highest it can go is 13.875%. The principle will be gone forever.</b> Don't worry about being a pest, that's what I'm here for!!! Let me know if you can think of anything else.  |

1 78. From this exchange several things are made clear. First and foremost, Mr.  
2 Stephenson always referred to this as a loan modification. Never once did he describe it as  
3 a Repayment Plan. Never once did he say that the \$1,600.00 payments would be followed  
4 by any sort of balloon payment. He confirmed that the “trial modification” had been  
5 approved and all he was waiting on was approval from a VP to make it permanent. He  
6 confirmed that he had done the analysis and that it was a “win-win” situation. He confirmed  
7 that when approved it would drop the principal on their loan which would remain constant  
8 for 5 years (obviously far longer than 18 months).

9 79. The debtors’ representations to this Court that GMACM was only proposing  
10 a Repayment Plan is nothing short of out and out misrepresentation. GMACM’s diary during  
11 this time period contain no reference whatsoever to any repayment plan. What they do show  
12 is that certain remarks have been redacted. *See, Exhibit 9, bates page GMAC-01-0074.* The  
13 redacted sections undoubtedly prove that this was a Loan Modification rather than a  
14 Repayment Plan.

15 80. On May 1, 2009, Longoni attempted to make her second payment to GMACM.  
16 *See, Longoni Affidavit, Exhibit 6, ¶ 17.* She had made the first payment via an on-line  
17 payment system, however, she was unable to do so a second time. She also attempted to  
18 make the payment by directly contacting a phone representative, however, that request was  
19 refused. Thus, the plaintiff again contacted Mr. Stephenson and the following exchange  
20 occurred.

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|           |             |   |
|-----------|-------------|---|
| 22 5/1/09 | Nate to Pam | Hi Pam, it looks like someone put a “Certified Funds Flag” on your acct. Basically that means that the only pymt that we can take has to be certified. I have removed that flag. Could you please try one more time and see if that solved the problem. Please let me know what happens and we’ll go from there. Hope all is good. Thanks, Nate |
| 26 5/5/09 | Pam to Nate | Hi Nate, so I made my payment of \$1600 on Friday, May 1 <sup>st</sup> via Western Union. I just got a call from Homecomings stating that my payment has not been received. Can you please check for me? Thanks, Pam  |

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|        |             |   |
|--------|-------------|---|
| 5/5/09 | Nate to Pam | According to what I see we rcv'd \$1600 yesterday. You're good to go!!! It doesn't look like our VP has had a chance to look at this yet. (We are swamped!!!!!!!!!!) The notes that I saw are good though (indicating that it makes sense to do the Modification). We still have 2 months before I would have to set up a plan. So everything is still sort of on hold. Hope all is well. Let me know if you have any other questions. Thanks, Nate |
|--------|-------------|---|

81. As noted above, in this exchange, Mr. Stephenson specifically advised Longoni that everything looked good on the modification. He added that they still had two months before he would have to "set up a plan." He did not define what that phrase meant. He further confirmed that everything was on hold.

82. As this Court will recall, according to GMACM's PMK Aguirre, GMACM started to implement the HAMP program in May of 2009. *See, Aguirre Deposition, p. 165, Exhibit 4.* GMACM's Log Notes of May 22, 2009, confirms this testimony through the following notation "Home Affordable Modification program sent to borrower." *Exhibit 9, bates page GMAC-01-0076.* By May 26, 2009, the claimants had still received no documentation from GMACM regarding the modification. So Longoni sent a follow-up email communication to Mr. Stephenson.

|         |             |   |
|---------|-------------|---|
| 5/26/09 | Pam to Nate | Hi Nate, I hope all is well. I will be making my third payment of \$1600 on Friday. However, I still have not received any paperwork re: the modification. Do you have an update for me? And do I still continue the \$1600 next month? I hope so. I would never be able to afford more. I also have a friend who has a loan with Homecomings/ GMAC. His situation is very similar to mine. Can I refer him to you and see if you can help him? Thanks, Pam   |
| 5/26/09 | Nate to Pam | E-mail: Hi Pam, hope that you are doing well. I don't have an update for you yet. <b>You should continue to make the \$1600 pmt. We should be getting an update fairly soon. Once the decision has been made then paperwork will be sent out with the new terms.</b> I am actually moving to a different team next week so I will not be able to help your friend, but if he just calls in someone will be able to help him with his situation. Let me know if you can think of any other questions. Have a good one!! Thanks, Nate |

83. Mr. Stephenson confirmed that she should continue to make the \$1,600.00 payments. He indicated that he expected an update soon and that once a decision had been

1 made he would forward her the “paperwork.” And, while it is true that Mr. Stephenson  
2 indicated that he was going to be moving to a new team, he never indicated that he would  
3 have no authority to speak on behalf of GMACM.

4 84. GMACM now seeks to distance itself from any of Mr. Stephenson’s further  
5 comments claiming that he no longer had any authority to speak on behalf of GMACM.  
6 While it may be true that he had been reassigned, he never once indicated to Longoni that he  
7 lacked the authority to act on behalf of the company, or that she should not rely upon what  
8 he was telling her.

9 85. In accordance with Mr. Stephenson’s instructions, Longoni made her June  
10 payment on June 1, 2009. Still she heard nothing. *See, Longoni Affidavit, Exhibit 6, ¶ 18.*  
11 GMACM’s logs notes of June 12, 2009, reflect the following: “FORECLOSURE  
12 STARTED.” *Exhibit 9, bates page GMAC-01-0077.* A note of June 30, 2009, indicated  
13 “PROMISE PLAN 29 BROKEN” and “ACTION/RESULT CD CHANGED FROM LMDC  
14 TO DT 6/30/09.”<sup>15</sup> GMACM now claims that the claimants breached the Repayment Plan  
15 which prompted them to recommence the foreclosure process. However, a note of July 2,  
16 2009, suggests otherwise. A note from LHUCK (presumably Landon Huck) states the  
17 following, “CALLED HOME LEFT MESSAGE. WILL NEED NEW HMP IN ORDER TO  
18 REVIEW FOR MOD. PLS HAVE BWR FAX TO 866-709-4744.” *Exhibit 9, bates page*  
19 *GMAC-01-0077.* A note which followed indicated that Huck had requested that a new  
20 HAMP workout be sent to the claimants mailing address.

21 86. This Court should recall that these notes are occurring after the date that  
22 GMACM now claims the decision had been made to reinstate the foreclosure proceedings  
23 because the claimants had breached their repayment plan by failing to make a \$19,000.00  
24 balloon payment. To support this argument, they have been forced to misrepresent to this  
25 Court that there was, in fact, a Repayment Plan in place. Clearly there was not. That plan

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26 <sup>15</sup> GMACM’s PMK did not know what these notes meant. A deposition of those  
27 individuals knowledgeable about these notes was sent to commence on May 24, 2012,  
28 however, the depositions were vacated when GMACM served notice of the bankruptcy  
on May 17, 2012.

1 had been rejected way back in March of 2009, when the Loan Modification process was  
2 commenced. The entire argument regarding a breach by way of a failed balloon payment is  
3 obviously a fabrication to justify the wrongful foreclosure.

4 87. During the later part of June, Longoni had made several attempts to speak to  
5 a new Loan Specialist, however, she could not find anyone who knew the status of their  
6 request. Therefore, she again reached out to Mr. Stephenson. The following email exchange  
7 occurred.

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|----|---------|-------------|--|
| 8  | 6/29/09 | Pam to Nate | Nate, I can't seem to get a hold of anyone who knows anything about the modification you were working on. Homecomings sent me information indicating that my payment was as it was before, and the balance was the same. Please help!!!!                     |
| 9  | 6/30/09 | Nate to Pam | Hi Pam, I e-mailed my old dept yesterday and they responded that the file has been sent for final management approval. The person handling the file is Landon Huck. I hope that this helps you. Good luck.   |
| 10 | 6/30/09 | Pam to Nate | Hi Nate, do you have any contact information for Landon? Thank you for still helping us. Hope you are having a nice summer. Pam  |
| 11 | 6/30/09 | Nate to Pam | Hi Pam, I am sorry I am not able to give you the contact info. <b>I did, however, rcv an e-mail stating that the MOD had been approved yesterday, but that is all I know.</b> You may want to call in and see if you can get some more details. Thanks, Nate |
| 12 | 6/30/09 | Pam to Nate | Nate, when I call the regular Homecomings 800 number, no one knows any information. Do you have a suggestion as to what department I could start with? So it was approved? Does that mean the \$1600 payment and the principal reduction? Wow!               |
| 13 | 6/30/09 | Nate to Pam | You might be able to try 1 800 799 9250  |
| 14 | 6/30/09 | Pam to Nate | So "approved" means \$1600 a month and the principal reduction?  |
| 15 | 6/30/09 | Nate to Pam | That is the way that I had it set up, however, I am not sure if that was how it was approved or not. Thanks, Nate  |

16 88. As alluded to above, although Mr. Stephenson informed Ms. Longoni that an  
17 individual by the name of Landon Huck was now handling her file. He stated that he had  
18 sent an email to his old department inquiring into the status. Far more importantly, he  
19 expressly stated to Longoni that he had received an email the day before indicating that her  
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1 MOD had been approved. Although he stated that he did not know if it had been approved  
2 as they had discussed, he did state that it was how he had set it up.

3 89. Critically, GMACM's PMK Aguirre acknowledged that there was only one  
4 Loan Modification Plan ever proposed by Mr. Stephenson, and that was the one which  
5 Stephenson had described to Longoni, namely \$1600 payments, with a \$186,000.00 write  
6 down. *See, Aguirre Deposition pp. 264-266, attached Exhibit 4.* Thus, there could have  
7 been no other plan that Stephenson was referring to.

8 90. Beginning on July 1, 2009, Longoni attempted to make her next payment of  
9 \$1,600.00. However, the system would not accept that payment. On July 9, she was finally  
10 able to make contact with a representative of GMACM. The individual she spoke with was  
11 named Henry. *See, Longoni Affidavit, Exhibit 6, ¶ 21.* During that call, she asked Henry  
12 about the status of her loan modification as she had been told on June 30, 2009, that it had,  
13 in fact, been approved. Much to her shock and amazement, Henry then told her that it was  
14 *not* approved, that she owed approximately \$19,000.00 and that if she did not pay it, they  
15 would sell their home. She attempted to make the next payment of \$1,600.00, however, he  
16 refused to accept it. He told her that it was only set up for three months. Critically, no one  
17 had ever told her that the payment plan was only for three months, and no one ever told her  
18 that there would be a \$19,000.00 balloon. *Id.* This entire concept is clearly something  
19 which GMACM has manufactured after the fact to justify ETS's actions.

20 91. As the undersigned indicated earlier, this case is a classic example of the right  
21 hand not knowing what the left hand was doing. The undersigned referred to GMACM as  
22 the right hand, and ETS as the left hand. In reality, even within GMACM one agent was not  
23 aware of what the other was doing. It appears that Huck did not realize that Stephenson had  
24 abandoned the Repayment Plan in favor of a Loan Modification. This explains why he was  
25 telling Longoni that there was a balloon payment. That balloon payment related to the  
26 Repayment Plan that Stephenson had originally proposed, but clearly abandoned in lieu of  
27 the Loan Modification plan.

28 92. Despite his apparent confusion, Henry nevertheless advised Longoni to submit

1 a new workout package as per the Obama Modification plan. *See, Longoni Affidavit, Exhibit*  
2 *6, ¶ 21.* He told her that they had 60 days to continue to pursue a loan modification through  
3 this new federal program. He specifically told her that the foreclosure was on hold. *Id.* As  
4 set forth in Longoni's Affidavit, she believed that under the worst case scenario, they had  
5 until at least until September 9, 2009, to qualify for new federal modification program.

6 93. Longoni's conversation with "Henry" was confirmed in an email she sent to  
7 Nate Stephenson that very same day. This email exchange reads as follows:

|  |        |             |   |
|--|--------|-------------|---|
| 8<br>9<br>10<br>11<br>12<br>13                           | 7/9/09 | Pam to Nate | Nate, I have been trying to make the \$1600 payment for SIX days, and to no avail. I finally reached financial services this morning and was told by some guy named Henry that our modification was NOT APPROVED and we owe \$19,0000 some odd dollars or they will sell our house!! He would not accept the \$1600 payment and said that was only set up for three months. Nate, you assured me that this was approved and everything would be okay. Please help. I can't get anyone at GMAC/Homecomings to understand our situation. Now what do we do? I can't lose my house. If I do, my ex will take my kids away from me. Please e-mail or call me.   |
| 14<br>15<br>16<br>17<br>18<br>19<br>20<br>21<br>22<br>23 | 7/9/09 | Nate to Pam | Pam, It looks like they are trying to put you onto an Obama Modification. <b>Your Foreclosure is on Hold. GMAC does not want to take your house.</b> When we last talked I said that from the information that I could gather from my old dept. this was waiting to be approved by management. I am not sure what happened with that, but when I had originally set you up it was a traditional GMAC Mod. We are now trying to put everyone into the Obama plan. Per the notes that I saw Landon Huck gave you a call on 7/02. There is an Obama pkg that you can download from <a href="http://www.gmacmortgage.com">www.gmacmortgage.com</a> . Go to Resource Center, then go to Homeowner Help, Download the financial analysis PDF. You can fax it to 866-709-4744. There will be a check list for the items that we need. I am sure that we have most of it, but please try to send it all to be sure. I want you to know that we will try to do everything we can before we proceed with a foreclosure. Unfortunately, I can't do anything with the file myself because I am no longer with this group. I hope this helps you a little bit. Sorry for all of the confusion. Thanks, Nate. |
| 24<br>25<br>26   | 7/9/09 | Pam to Nate | Nate, I know you are no longer with this group, but you are the only contact I have. I have NEVER received a call from Landon Huck. How can I reach him? Can you e-mail him and have him contact me? I was out of town on 7/2... but never had a message or anything. What is an Obama Modification? Thx, P   |



|                  |                       |   |
|------------------|-----------------------|---|
| 1<br>2<br>3<br>4 | 7/9/09<br>Nate to Pam | Hi Pam, I will e-mail Landon and have him give you a call. The Obama Modification is a program that the govt came out with in mid April, and we started doing them in mid May. It is basically a subsidized program that allows us to drop payments down to 31% of the borrowers gross income. <b>It allows us to be a little more aggressive with our rates and debt forgiveness.</b> Thanks, Nate |
|------------------|-----------------------|---|

5  
6 94. Longoni's description of her exchange with "Henry" is fully confirmed in GMACM's log notes. An entry of July 9, 2009, reads as follows:

7 TTB1 [means telephone call with borrower] VAI [means  
8 verified account information] CIBC WANTED TO INQ MOD  
9 THAT WAS APPROVED RECENTLY. ADV NT TRUE.  
10 ADV PREV REPAY PLAN IS COMPLETED. ADV TO  
11 RETURN WOUT PCK ASAP, TAT IS 60 DAYS, NO  
GUARANTEED. I TRIED TO UPDATE DTI CALC BUT B  
DID NT KNOW HER GROSS INCOME. SD SHE WOULD  
CB TOMO SHE HAD TO GO TO WORK.

12 \* \* \*  
13 PAYCUT START: 9/2008 ONGOING. M/I; 1800 A MONTH.  
ADV F/C SALE DT ON HOLD, L/C AND C/R CONT.  
14 HCASAS.

15 *See, Exhibit 9, bates page GMAC-01-0078.*

16 95. GMACM's PMK, Aguirre confirmed that this was a note written by Henry  
17 Casas. *See, Aguirre Deposition, Exhibit 4, pp. 247-248.* Based upon Stephenson's email  
18 communication and GMACM's diary notes it is undisputable that both Henry Casas and Nate  
19 Stephenson advised Longoni that the foreclosure was on hold. There is absolutely no  
20 evidence that anyone ever told the claimants anything different. What is also clear from  
21 these exchanges is that GMACM was telling Longoni that the HAMP program was actually  
22 better than the Traditional program that, according to Stephenson, the claimants had been  
23 approved for. Thus, regardless of any claim that Stephenson lacked authority to speak on  
24 behalf of GMACM, it is clear that his promises of deferral of the foreclosure were fully  
confirmed by another, purported fully authorized GMACM representative.

25 96. GMACM's actions to continue to have the claimants *requelified* for the HAMP  
26 program are confirmed through another entry in GMACM's diary. In a note dated July 13,  
27 2009, yet another GMACM representative telephoned Longoni and left a message saying that  
28

1 they needed a completed Obama package back to review the account for a possible loan  
2 modification. *See, Exhibit 9, bates page GMAC-01-0079.*

3 97. All these communications are especially noteworthy in light of GMACM's  
4 current claim that as of July 1, 2009, Longoni had breached the "Repayment Plan," thus  
5 justifying ETS's foreclosure activities. If it were true that the claimants had breached their  
6 Repayment Plan thus authorizing foreclosure, why where GMACM's employees still actively  
7 pursuing the HAMP modification. Truth of the matter is, when Landon Huck picked up the  
8 file, he erroneously believed that the claimants had been placed into a Repayment Plan. He  
9 did not realize that Stephenson had abandoned the Repayment Plan and thereafter pursued  
10 a Loan Modification. GMACM's own documents prove this fact.

11 98. As set forth in Exhibit 13, on July 16, 2009, GMACM sent the claimants an  
12 automated letter which stated that "[T]he repayment plan we previously established at your  
13 request has been cancelled for one or more of the following reasons:"

14 [[x]] The payment was not received by the payment date as  
15 specified in the signed repayment agreement.

16 Of course, there never was a signed repayment agreement as the Repayment Plan was  
17 abandoned in March of 2009.

18 99. GMACM now claims that the foreclosure was properly restarted because the  
19 claimants failed to make the required balloon payment (*See, Objection, ¶¶ 18-21*). Despite  
20 the fact that GMACM had directed ETS to recommence the foreclosure process, GMACM  
21 continued to mislead the claimants into believing that a loan modification was available. On  
22 July 29, 2009, GMACM directed the sending of a letter with an Obama Workout Package.  
23 *See, Exhibit 9, bates page GMAC-01-0081.* GMACM's log note on this issue is very telling.  
24 That note reads as follows:

25 obama workout package provided in today 30  
26 days to sale (no contact) letter.

27 100. Having heard nothing further, on August 3, 2009, Longoni sent another email  
28 to Nate Stephenson. Their exchange reads as follows:

|        |             |   |
|--------|-------------|---|
| 8/3/09 | Pam to Nate | Nate, I hate to bother you but I have no alternative. I am absolutely unable to get any assistance from GMAC at all and now I am getting notices in my mail from some place called ETS saying my house is being sold at auction on the 18 <sup>th</sup> . Why is this happening? I thought everything was going smoothly. I have NEVER received anything from GMAC. Please Nate, please help. Thanks, Pam |
| 8/3/09 | Nate to Pam | Hi Pam, apparently, you need to send in the workout package that you can download from our website. Once we get that then they can work on it. The instructions are below. Hope that this helps. Also please include your acct number on everything that you send. Thanks, Nate   |

101. Notably, Mr. Stephenson did not tell her that it was true that her home was going to be sold. Instead, he told her to send in the Obama workout package. The following day (August 4, 2009), Longoni received a package from Fed Ex Express. *See, Longoni Affidavit, Exhibit 6, ¶ 27.* Along with a Financial Analysis Form, Longoni received the letter referenced in GMACM's July 29, 2009 log note. That letter is attached hereto as *Exhibit 14*. As the Court will note, that letter specifically contained a note which reiterated the "30 days to sale" notation that was referenced in the GMACM log notes. GMACM and ETS, of course, did not give the claimants 30 days to complete the new Obama process, instead they sold their home at auction on August 14, 2009.

102. Not knowing that her home had actually been sold, on August 24, 2009, Longoni telephoned GMACM to inquire about the status of her loan modification request. *See, Longoni Affidavit, Exhibit 6, ¶ 29.* She advised the representative that she had received an email from Nate Stephenson on July 9, 2009, stating that the foreclosure was on hold and that she believed GMACM was trying to get them qualified under HAMP program. At that time, the representative told her that her home had been sold at foreclosure on August 14, 2009. Longoni told her that she wanted her home back, however, was told that she would need to speak with the representative's supervisor who was gone for the day. *Id.*

103. Again, GMACM's log notes fully confirm Longoni's testimony. *See, Exhibit 9, bates pages GMAC-01-0086-87.* In pertinent part, this note reads as follows:

"... B1 [borrower 1] SAID THAT SHE RCVD

1 AN EMAIL FROM A L/M RP ON 7/9 STATING  
2 THAT THE FCL WAS ON HOLD AND WE  
3 WERE TRYING TO GET THEM MODIFIED  
4 UNDER THE HMP PROGRAM. THE  
5 PROPERTY WENT TO FCL ON 8/14.  
6 TURNED ACCOUNT OVER TO SUPER  
7 FTOLBERT.

8 This diary note is critical for several reasons. First it shows that Longoni does not know her  
9 home has been sold at foreclosure. It also shows that Longoni specifically referenced the  
10 July 9, 2009 email that she undisputedly received from Nate Stephenson on that day. The  
11 note also confirmed that this representative had turned the matter over to a supervisor  
12 identified as FTOLBERT.

13 104. At three points in their instant Objection, the debtors quite recklessly claim that  
14 Longoni fraudulently fabricated an email which purported to prove that on August 3, 2009,  
15 Stephenson had sent her an email which purportedly stated “Don’t worry your foreclosure  
16 is on hold.” *See, Objection paragraph 38 (wherein the debtor’s counsel actually quotes the*  
17 *alleged fraudulent representations, as well as paragraphs 74, and 76.* To support this  
18 preposterous allegation, the debtor’s counsel attaches (as Exhibit 37) the email which they  
19 claim came from Pamela Longoni on August 3, 2009.<sup>16</sup> However, a review of this purported  
20 email clearly reveals that GMACM’s representations are false. The only reference to an  
21 email is one dated August 24, 2009, which is a *forwarded* email (See, FW in Subject line)  
22 of Longoni’s previous August 3, 2009 email to Nate Stephenson. This email most certainly  
23 does not contain the phrase quoted by GMACM’s counsel (i.e., Don’t worry your foreclosure

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24 <sup>16</sup> It is also interesting to note that the debtors seek to authenticate this email  
25 through the affidavit of an associate attorney (Avery Simmons) who purportedly worked  
26 for the firm of Bradley Arant Boult Cummings, LLP in the underlying litigation. *See,*  
27 *Exhibit 3 to Objection.* In this affidavit, Simmons claims that before this litigation,  
28 Longoni forwarded an “alleged email chain she had with Nate Stephenson.” She claimed  
that Exhibit 37 was a true and accurate copy of that email. Clearly, she would not be  
competent to make these representations. Moreover, one must ask the rhetorical question  
of why it was that debtors never produced this email during the course of the litigation.

1 is on hold”). This is an out and out misrepresentation by GMAC’s counsel.

2 105. Longoni did not “materially alter evidence,” “forge a key document” or “falsify  
3 an August 3, 2009 email with Nate Stephenson” as the debtors now suggest. Longoni did  
4 nothing more than *forward* her exact email communications from Nate Stephenson between  
5 July 9, 2009 and August 3, 2009. At no point in time has Longoni ever alleged that anyone  
6 told her on August 3, 2009, that foreclosure activities were on hold. *See, Plaintiff’s Third*  
7 *Amended Complaint, paragraphs 37 through 46 and esp. paragraph 46.* Her claims are  
8 based entirely upon the July 9, 2009 representations of Mr. Stephenson and Mr. Casas, which  
9 are fully confirmed by both Mr. Stephenson’s email and GMACM’s internal diary.

10 106. What is especially significant about debtor’s Exhibit 37 is the fact that they  
11 never previously disclosed this email chain. The reason therefore is obvious since it fully  
12 verifies all of the plaintiffs’ allegations. Further on down this chain, the Court will see an  
13 August 26, 2009 email that GMACM employee Logan Gill sent to Benjamin Willis. In that  
14 email, Mr. Gill stated the following:

15 Hopefully you can help me out with this. Basically the long and  
16 skinny is that Nate told this lady the foreclosure was on hold  
17 when it is not and it went to 3<sup>rd</sup> party sale. He now knows not  
18 to email borrowers/3rd parties and will definitely be held  
19 responsible for his actions, but would this fall under the mod  
teams cost center as far as the rescind process is concerned? I  
am willing to do the leg work on it if I need to but I just need to  
figure out where this would fall. Thanks in advance for all your  
help.

20 107. After GMACM’s efforts to recover the plaintiffs’ home from the trustee sale  
21 purchaser failed and this litigation was commenced, GMACM did everything humanly  
22 possible to avoid acknowledging responsibility for their wrongful actions. For more than a  
23 year, GMACM denied knowledge of the whereabouts of Nate Stephenson. More  
24 significantly, GMACM claimed that they did not have the email communication that Mr.  
25 Stephenson had received on June 29, 2009, which indicated that the claimants’ loan  
26 modification request had been approved.

27 108. During the course of the underlying litigation, the plaintiffs made repeated  
28 requests for the email Mr. Stephenson described in his June 30, 2009, email. The debtors

1 claimed they did not have it. However, during the deposition of GMACM's PMK's, Mr.  
2 Aguirre admitted that he had never been asked to look for it. *Aguirre deposition*, pp. 170-  
3 171. He further admitted that he was aware of no efforts being made by anyone to try and  
4 find that email, or efforts to capture and preserve such emails. *Id. At pp. 176-177*. Thus, it  
5 is not surprising that the debtors could not produce that email. Undoubtedly, GMAMC did  
6 the same thing to this email that they did to Mr. Stephenson – they disposed of it.

7 109. Despite GMACM's efforts to prevent the plaintiffs from contacting Mr.  
8 Stephenson, just prior to the debtors declaring bankruptcy, the undersigned finally located  
9 Mr. Stephenson. Mr. Stephenson revealed that after this incident with the claimants,  
10 GMACM fired him, purportedly because his "production numbers were low." According  
11 to Mr. Stephenson, GMACM's stated justification for his termination was a pretext, that the  
12 real reason he was fired was because he had disclosed the fact that Ms. Longoni's loan  
13 modification had, in fact, been approved by GMACM. This, of course, is fully verified by  
14 Mr. Gill's email communication wherein he states that Mr. Stephenson would "definitely be  
15 held responsible for his actions."

16 110. Attached hereto as *Exhibit 15* is a sworn affidavit from Mr. Stephenson  
17 confirming the facts just as Ms. Longoni claims. Ironically, this affidavit was signed just two  
18 days prior to the day when the debtors filed notice of their bankruptcy. In his affidavit, Mr.  
19 Stephenson confirmed that on June 30, 2009, he did, in fact, send an email to his former  
20 department inquiring into the status of Longoni's loan modification request. *See, Stephenson*  
21 *Affidavit* ¶ 7. He further confirmed that he received a responsive email stating that the Ms.  
22 Longoni's final loan modification had, in fact, been approved. *Id. at* ¶ 8. From this, it is  
23 clear that GMACM's denial of the existence of a final approval of the claimants' loan  
24 modification is nothing short of an out and out lie.

25 111. The debtor's conduct after the August 14, 2009, foreclosure also prove their  
26 admission of liability. As set forth in Ms. Longoni's attached Affidavit, on September 9,  
27 2009, she received an unsolicited telephone call from GMACM's counsel Michael Knapp  
28 who told her in no uncertain terms that GMACM made a terrible mistake. He told her that

1 they were attempting to recover her home and that she would not have to move out. *See,*  
2 *Longoni Affidavit, Exhibit 6, ¶ 35.* In this litigation, the debtors initially denied the allegation  
3 that after the trustee sale they tried to recover the claimants' home. However, both Messrs.  
4 Aguirre and Ravelo testified that they were fully aware that such actions had been  
5 undertaken. *See, Aguirre deposition, pp. 255-56, Exhibit 4 and Ravelo deposition, pp. 127-*  
6 *129, Exhibit 5.* However, he refused to answer questions as to why such actions were taken,  
7 claiming the attorney-client privilege.

8 112. During the course of discovery, the claimants recovered further evidence of the  
9 debtors' efforts to recover the plaintiffs' home after the foreclosure sale. In this regard, they  
10 located a proposed Settlement Agreement pursuant to which GMACM would buy back the  
11 plaintiffs' home. *See, attached Exhibit 16.* Apparently, the purchaser wanted more than the  
12 \$4,000.00 that GMACM was willing to pay for the return of the home.

13 113. When efforts to recover the plaintiffs' home failed, GMACM undertook efforts  
14 to minimize the plaintiffs' damages. First, they took steps to completely remove from the  
15 claimants' credit records all negative references, both as to any default in their loan as well  
16 as the foreclosure. Attached hereto as *Exhibit 17* are letters and emails sent by GMACM's  
17 counsel to the claimants outlining the actions they were taking to minimize the claimants'  
18 harm. *See, also, Longoni Affidavit, Exhibit 6, ¶ 37.* However, when GMACM's counsel  
19 sought to extract a release from the plaintiffs in exchange for these payments, they refused  
20 and the debtors then reneged on their promise to reimburse them for these expenses.

21 114. These actions on the part of GMACM are not inadmissible settlement  
22 negotiations – they are clear, unequivocal admissions that the debtors' actions toward the  
23 claimants were wrongful. Attorney Knapp fully admitted that GMACM had made errors and  
24 in accordance therewith he sought to recover the plaintiffs' home. When that occurred,  
25 GMACM then undertook efforts not to settle this matter, but to mitigate the plaintiffs'  
26 recoverable damages. Discussions about settlement only occurred once GMACM sought to  
27 render a cash payment to the plaintiffs. Since that time, the debtors have refused to formally  
28 acknowledge their errors. They have been obsessed with protecting their image. Instead,

1 they spent hundreds of thousands of dollars evading legitimate discovery requests and  
2 providing incomplete and evasive discovery responses. It is no wonder they were forced to  
3 declare bankruptcy. And, as the current Objection reveals, as long as there is a pot of money  
4 to pay their attorneys, they continue their efforts to avoid any accountability.

5 115. Based upon this detailed review of the evidence in this case, several things are  
6 irrefutable. First, the claimants never defaulted upon any Repayment Plan by failing to make  
7 a balloon payment. The proposed Repayment Plan was abandoned in March of 2009 in favor  
8 of a Loan Modification. Second, the claimants made each of the \$1,600 payments called for  
9 under the "Trial" modification plan and as of June 29, 2009, GMACM had approved their  
10 request for a permanent loan modification. Third, after June 29, 2009, GMACM, and only  
11 GMACM decided to change the claimants' loan modification plan from the Traditional plan  
12 (which GMACM had already approved) to a HAMP modification. Fourth, as part of this  
13 process, both Nate Stephenson and Henry Casas informed Ms. Longoni that all foreclosure  
14 efforts were on hold and the claimants were never told otherwise.<sup>17</sup> And finally, after  
15 GMACM discovered that ETS had sold the plaintiffs' home, their counsel informed Longoni  
16 that they had made a terrible error. Thereafter, GMACM attempted to recover the plaintiffs'  
17 home from the third party purchaser, however, when that action failed, GMACM took action  
18 to remove from the claimants' credit all negative references which GMACM had caused to  
19 be placed upon their record.

20 116. Based upon these undisputed facts, the plaintiffs' claims are all valid and  
21 therefore the Debtors' current objection should be denied.

22 **VI. The Claimants' Fraud and Misrepresentation Claims are Valid.**

23 117. The debtors made the very same challenge to the plaintiffs' Fraud and  
24 Misrepresentation claims before the Nevada District Court and the court expressly found that

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25 <sup>17</sup> While Longoni acknowledged in her August 3, 2009 email to Stephenson that  
26 she had received some notice from "ETS" that her home was going to be sold on August  
27 19, 2009, she believed that such notice had to be in error as GMACM had told her that  
28 her modification was approved and they were still working to get them approved for a  
HAMP modification. *See, Longoni Affidavit*, ¶ 29. It is also undisputed that the formal  
Notice of Trustee's Sale came back to ETS as undelivered. *See, attached Exhibit xx*



1 the claims stated a valid claim for relief. *See, Longoni v. GMAC Mortg., 2010 WL 5186091,*  
2 *at \*4.* The debtors now seek to reargue the law of the case claiming that the only false  
3 statement of fact that the claimants can remotely point to is Mr. Stephenson's June 30, 2009  
4 statement that he had received an email stating that their modification had been approved the  
5 prior day. The debtors claim that he corrected his error that same day. *See, Objection ¶ 56.*  
6 This is simply untrue.

7 118. After Mr. Stephenson told Longoni that the request for a permanent  
8 modification had been approved, all he did was tell her that he was not certain of the exact  
9 terms of the modification. He did say that it was how it was he had it set up. This clearly is  
10 not a repudiation of any previous statement. The moment that Mr. Stephenson advised Ms.  
11 Longoni that their loan modification had been approved, an enforceable agreement was  
12 created. In reliance upon what Mr. Stephenson had told her to do, she and Mr. Gagnon made  
13 three payments of \$1,600.00. They made these payments as part of their request for a  
14 permanent loan modification. As will be addressed below, contrary to the debtors' current  
15 arguments, that agreement was not in violation of the statute of frauds as it is clearly proven  
16 through writings, including Mr. Stephenson's June 30, 2009 email communication and  
17 GMACM's own diary notes.

18 119. GMACM now seeks to deny the existence of this agreement by claiming that  
19 9 days after Mr. Stephenson told Longoni that their request for a permanent loan  
20 modification had been approved, Henry Casas told Ms. Longoni that there was no such  
21 approval. Such a claim is erroneous. As stated above, a fully enforceable agreement was  
22 formed on June 9, 2009, when Mr. Stephenson advised the claimants that the loan  
23 modification request was finally approved. What Mr. Casas did on July 9, 2009, was  
24 repudiate that agreement. Thus, Mr. Stephenson's promises were made, but they turned out  
25 to be false when they were repudiated by Mr. Casas and the plaintiffs relied to their detriment  
26 upon his statements. The fraud claim is clearly valid.

27 120. Additionally, GMACM's representation that the claimants are asserting only  
28 one false promise as the basis for their fraud claim is also quite erroneous. As was aptly

1 noted by the Nevada District Court when it denied the debtors' first motion to dismiss, the  
2 plaintiffs' fraud claim was based upon **two** alleged false representations. The first related  
3 to the promise that the loan modification had been approved. There was a second false  
4 promise and that was that the foreclosure was on hold. As the Nevada Court properly  
5 concluded, the plaintiffs relied upon these statements in making the \$1,600.00 payments *and*  
6 by making no preparations to leave their home thereby incurring additional moving costs and  
7 rental expenses. Moreover, as is set forth in Longoni's attached Affidavit, had she known  
8 that the promises of a stayed foreclosure were false, she would have pursued other means by  
9 which to bring the home out of foreclosure. *See, Longoni Affidavit, Exhibit 6, ¶ 43.* She  
10 quite reasonably relied upon the representations of both Messrs Stephenson and Casas. As  
11 such, the fraud and misrepresentations claims are clearly valid.

12 **VII. The Plaintiffs' Negligent Misrepresentation Claims Are Entirely Valid.**

13 121. Debtors claim that the Plaintiffs' fourth claim for relief entitled "Negligence  
14 and Negligent Misrepresentation" fails to state a viable claim because the debtors owed the  
15 plaintiffs no duty of due care. However, the specific roles of the parties within this action  
16 illustrate both a duty, and a myriad of viable negligence claims.

17 **A. Negligence per se is a not a separate form of negligence liability.**

18 122. As the debtors argue, a lender generally owes no duty of care to its borrower.  
19 However, "this is only true in a lender's conventional role as a mere lender of money. It does  
20 not indicate that lenders (or others such as ETS who had no lender-borrower relationship  
21 with the plaintiffs) have no duty of care in foreclosure proceedings." *Weingartner v. Chase*  
22 *Home Finance, LLC*, 702 F. Supp. 2d 1276, 1290 (D.Nev 2010). The duty of care  
23 applicable to foreclosures is, at a minimum, defined by Nevada's foreclosure statutes found  
24 at NRS 107.080 through NRS 107.100. "These statutes set the floor of the duty of care for  
25 a foreclosing entity." *Weingartner, Id.* at 1291.

26 123. The standards of negligence *per se* are well established at Nevada law. "A  
27 violation of statute establishes the duty and breach element of negligence only if the injured  
28 party belongs to the *class* of persons that the statute was intended to protect, and the injury

1 is of the *type* against which the statute was intended to protect.” *Anderson v. Baltrusaitis*,  
2 113 Nev. 963, 965, 944 P.2d 797, 799 (1997)

3 124. The amended complaint reflects violations of various sections of the  
4 foreclosure code, NRS 107.080, *et seq.*, which establish negligence *per se* type claims. (*See*,  
5 #32, ¶¶ 27-34; ¶¶ 64-66.) This alleged violation of statutory duties in and of itself is  
6 sufficient to state a negligence claim. “Although sometimes pled as such, negligence *per se*  
7 is not a separate cause of action, but a doctrine whereby the floor of the duty of care is set  
8 as a matter of law, removing from the fact-finder the ‘reasonable person’ determination and  
9 leaving to the fact-finder only a determination of causation and damages. . .” *Weingartner*,  
10 702 F.Supp. at 1290. Thus a negligence claim is stated precluding dismissal.

11 **B. A claim for common law negligence is stated.**

12 125. Even in the absence of a statutory duty, Plaintiffs maintain that this lender, in  
13 its role as a forecloser of property, has a duty to exercise reasonable care, especially when  
14 those standards have been so clearly codified. (*See*, # 32, ¶¶ 63-66.) This is especially true  
15 in cases such as this where the lender goes above and beyond the normal lender role and  
16 negotiates a loan modification. In such situations, the lender’s duties significantly increase.

17 126. Nevada has held that the a hotel proprietor has a duty to effectuate a reasonable  
18 eviction. “When evicting a person from the premises, a proprietor has a duty to act  
19 reasonably under the circumstances.” *Rodriguez v. Prima Donna Co., LLC*, 216 P.3d. 793,  
20 799 (Nev. 2009). As alleged within the Complaint, Plaintiffs received a five-day notice to  
21 vacate the premises and were evicted. (*See*, #32, ¶ 20.) It simply does not seem to be a  
22 quantum leap in reasoning that if a proprietor has a duty to act reasonably in evicting a  
23 person from a hotel premises, then a mortgage forecloser would have a similar duty to act  
24 reasonably in evicting someone from *their home*.

25 127. Moreover, claims for negligent foreclosure have been allowed to proceed to  
26 trial before a jury. *See, Gunsul v. Countywide Home Loans, Inc.*, 2006 WL 3586091, \*\*2-6  
27 (Wash.App.) (negligent foreclosure claim allowed to proceed due to material issue of fact  
28 as to whether a lender failed to timely provide exact pay off information required to stop

1 foreclosure); *Lenett v. World Sav. Bank*, FSB, 2008 WL 2009757, \*2 (Cal. App. 2d) (case  
2 submitted to trial against lender on claim of negligent foreclosure).

3 128. On a related note, “wrongful foreclosure” also potentially involves an element  
4 of negligence, and probably negligence per se when statutory violations are involved. This  
5 cause of action is recognized at Nevada law. “An action for the tort of wrongful foreclosure  
6 will lie if the trustor or mortgagor can establish that at the time the power of sale was  
7 exercised or the foreclosure occurred, no breach of condition or failure of performance  
8 existed on the mortgagor’s or trustor’s part which would have authorized the foreclosure or  
9 exercise of the power of sale.” *Collins v. Union Federal Sav. & Loan Ass’n*, 99 Nev. 284,  
10 304, 662 P.2d 610, 623 (1983).

11 **C. Negligent misrepresentation is also properly stated.**

12 129. Negligent misrepresentation in Nevada is defined as follows:

13 One who, in the course of his business, profession, or  
14 employment, or in any other action in which he or she has a  
15 pecuniary interest, supplies false information for the guidance  
16 of others in their business transactions, is subject to liability for  
pecuniary loss caused to them by their justifiable reliance upon  
the information, if he or she fails to exercise reasonable care or  
competence in obtaining or communicating the information.

17 *Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 449, 956 P.2d. 1382, 1387 (1998), *quoting* Rest.  
18 2d of Torts, § 552(1)(1976).

19 130. Elements toward satisfying these requirements of negligent misrepresentation  
20 may be found within the Third Amended Complaint. Very similar factual circumstances to  
21 those alleged herein have been found to state viable causes of action for negligent  
22 misrepresentation. For example, in *Ghervescu v. Wells Fargo Home Mortgage Co.*, 2008  
23 WL 660248 (Cal. App. 4<sup>th</sup>) (unpublished), a property owner was given misinformation about  
24 a notice of default. He was in the process of applying for a forbearance agreement, and was  
25 never told that the application had been denied. He was further told that he would have  
26 ample time to “make arrangements” to cure any default and reinstate the loan since any  
27 trustee sale could not be held earlier than a certain fixed date. *Id.*, \*\*1-2. Instead, and  
28 approximately five weeks prior to that fixed date, the property owner, when following up

1 regarding his pending application, was told that the Trustee Sale had already been held. *Id.*,  
2 \*2.

3 131. The California court applied a negligent misrepresentation standard all but  
4 identical with Nevada's. *Id.*, \*3. With an eye toward these allegations, that court allowed  
5 the plaintiff's negligent misrepresentation claim to proceed for the lower court's  
6 consideration. *Id.*, \*6. *See also, of similar effect, Fidelity Mortgage Trustee Service, Inc. v.*  
7 *Ridgegate East Homeowners Assoc.*, 27 Cal. App. 4<sup>th</sup> 503, 506, 32 Cal. Rptr. 2d. 521, 523  
8 (1994) (claim as to whether mortgage trustee had negligently misrepresented that foreclosure  
9 proceedings would be delayed allowed to proceed to the jury).

10 132. Based upon the foregoing, the plaintiffs have clearly stated a viable claim for  
11 negligent misrepresentation. The evidence unequivocally demonstrates that the debtors made  
12 false statements of fact which were relied upon by the claimants to their great detriment.  
13 Thus, the claims are valid.

14 **D. Even assuming a "no duty" rule applicable to lenders, an exception**  
15 **to such "no duty" rule is stated by the complaint's averment.**

16 133. Moreover, based on the same misrepresentations, and purported efforts towards  
17 loan modification reflected within the Third Amended Complaint, said averments fall within  
18 an exception to any purported "no duty" rule. For example, within *Wiseman v. Hallham*,  
19 113 Nev. 1266, 1270, 945 P.2d. 945, 947-48 (1997) the Nevada Supreme Court adopted the  
20 Restatement (Second) of Torts § 323 (1965), which appears equally applicable here. That  
21 section provides:

22 One who undertakes, gratuitously or for consideration, to render  
23 services to another which he should recognize as necessary for  
24 the protection of the other persons or things, is subject to  
liability to the other for physical harm resulting from his failure  
to exercise reasonable care to perform his undertaking, if:

- 25 (a) the failure to exercise such care increases the risk  
of such harm; or  
26 (b) the harm is suffered because of the other's  
27 reliance upon the undertaking.

28 *Id.* This theory of negligence liability is pled at in paragraphs ¶¶ 113-114.

1  
2 134. Here, when GMACM undertook efforts at loan modification, which were relied  
3 upon by the plaintiff, GMACM fell within the parameters of the above-referenced exception  
4 to the “no duty” rule. Reliance may be shown by tendering loan payments in compliance  
5 with the understanding of the loan modification plan.

6 **E. A claim for negligent infliction of emotional distress is also stated.**

7 135. To state a claim for NIED within the wrongful foreclosure context, the  
8 plaintiffs “must establish, at the very least, the traditional elements of negligence, and allege  
9 verifiable physical manifestations of emotional distress.” *Simon v. B of A*, 2010 WL  
10 2609436, \*12 (D.Nev.), citing, *Betsinger v. D.R. Horton, Inc.*, 126 Nev. 17, 232 P.3d 433  
11 (2010).

12 136. The plaintiffs have pled all such elements, and as is set forth below, they have  
13 shown the requisite physical manifestations of necessary for an award of damages under a  
14 negligent infliction of emotional distress claim. *See also, Betsinger v. D.R. Horton, Inc.*,  
15 232 P.3d at 436 (putative mortgagor’s jury award against mortgagee reversed, since putative  
16 mortgagor had failed to present any evidence that he had suffered physical manifestation of  
17 emotional distress).<sup>18</sup> Furthermore, plaintiffs have averred a legally sufficient claim that the  
18 underlying foreclosure was wrongful, which also establishes a properly plead claim. *See*,  
19 e.g., *Sattari v. Wash. Mut.*, 2010 WL 3896146, \*4 (D. Nev.)(summary judgment on NIED  
20 claim granted where plaintiff failed to raise genuine issue of fact that defendant acted  
21 improperly in foreclosure process).

22 **VIII. The Claimants’ Breach of Contract and Promissory Estoppel Claims are**  
23 **entirely valid.**

---

24  
25 <sup>18</sup> The mere allegations reflected within the complaint, wherein the plaintiffs’  
26 home was wrongfully sold from underneath their feet, constitutes extreme and outrageous  
27 behavior. Notably the *Betsinger* case made no contention that “extreme and outrageous”  
28 behavior was not shown within context of the failed real estate transaction. It reflects that  
the Nevada Supreme Court will recognize emotional distress claims within the  
mortgagor/mortgagee context, and this federal court, as one sitting in diversity  
jurisdiction, must apply the substantive law of the forum state in which it resides. *Adelson*  
*v. Hananel*, 2009 WL 2835119, \*3 (D. Nev.).

1           137. As the debtors have properly noted, to prove the breach of contract claim, they  
2 need only show the existence of a valid agreement or contract between the parties, a breach  
3 of contractual terms by the defendant, and damages. *Tene v. BAC Home Loan Servicing, LP*,  
4 2012 WL 222920, \*2 (D. Nev. Jan. 25, 2012). In this case, the evidence set forth above  
5 clearly proves there was an agreement to modify the claimants' mortgage loan. However,  
6 the debtors erroneously claim that this agreement is unenforceable under Nevada's applicable  
7 statute of frauds, namely NRS § 111.220(1) since it would be an agreement which by its terms  
8 cannot be performed within one year from its execution. Again, these arguments are  
9 erroneous.

10           138. First, the agreement which the plaintiff's claim was breached was the  
11 agreement to enter into a loan modification. That agreement could, and would have been  
12 performed within one year. Had GMACM fulfilled its promise, that agreement would have  
13 be fully performed immediately. Without question, the underlying loan modification could  
14 have extended longer than one year, but it cannot be said that it could not be fully performed  
15 within one year. The claimants could have immediately sold the home to another or  
16 refinanced the loan through another lender. Thus, it is simply cannot be said that the  
17 agreement could not be performed within one year.

18           139. Secondly, the debtors have erroneously argued that the agreement itself had to  
19 be in writing and signed by the party to be charged. However, this is incorrect. Writings  
20 which satisfy the statute of frauds do not necessarily equate with common notions of what  
21 does, or does not, constitute a contract or written agreement. First, NRS 11.220 itself  
22 references merely "notes or memorandums" of the agreement being in writing. The  
23 exchange of a series of email correspondence between GMACM and Longoni satisfies all  
24 elements of contract formation and all essential elements of the contract. The emails reflect  
25 terms, dates sent, identity of the drafters, and signatures.

26           140. Under Nevada law, this exchange of electronic communications is sufficient  
27 for contract formation. *See*, NRS 719.240(3) ("If a law requires a record to be in writing, an  
28 electronic record satisfies the law."); NRS 719.100 ("Electronic signature" means an

1 electronic sound, symbol or process attached to or logically associated with a record and  
2 executed or adopted by a person with the intent to sign the record.”) This concept is unique  
3 to Nevada. *See, Bronner v. Park Place Entm’t Corp.*, 137 F. Supp. 2d 306, 312  
4 (S.D.N.Y.2001)(a series of correspondence and memoranda may constitute an agreement that  
5 satisfies the Statute of Frauds); *Gordon v. Beck & Gregg Hardware Co.*, 40 S.E.2d 428, 432  
6 (Ga. App. 1946)(statute of frauds may be satisfied by series of writings internally connected  
7 and intelligible without parol aid and showing an agreement coextensive with the stipulations  
8 of the alleged contract).

9 141. Indeed, to whatever extent the former mortgage requires that modification be  
10 in writing, these subsequent exchanges also comply with the terms of the initial mortgage.  
11 *See, T & Beer, Inc., v. Wine Source Selections, LLC* 2012 WL 360286, \*3 (N.J.Super. A.D.  
12 (Unpublished opinion)(series of e-mails satisfied requirement that modification of terms of  
13 agreement must be in writing and signed by the parties).

14 142. Based upon the foregoing, it is clear that an enforceable contract was formed  
15 between the claimants and GMACM. That agreement is not rendered unenforceable by  
16 Nevada’s Statute of Frauds.

17 **A. The claimants’ Promissory Estoppel Claim is also fully established by**  
18 **the record in this matter.**

19 143. Even if this court feels that the writing requirement is not met, promissory  
20 estoppel renders the promises made by GMACM fully enforceable. As the debtors have fully  
21 acknowledged, promissory estoppel may serve as an exception to the statute of frauds in very  
22 particular circumstances. *Nieto v. Litton Loan Servicing, LP*, 2011 WL 797496, \* 3 (D. Nev.  
23 Feb. 23, 2011). Nevada follows the doctrine of promissory estoppel articulated in the  
24 Restatement (Second) of Contracts §90 which provides as follows:

25 A promise which the promisor should reasonably expect to  
26 induce action or forbearance on the part of the promisee or a  
27 third person and which does induce such action or forbearance  
28 is binding if injustice can be avoided only by enforcement of the  
promise. The remedy granted for breach may be limited as  
justice requires.



1 *Dynalectric Co. V. Clark & Sullivan Constructors, Inc.*, 127 Nev. Adv. Op. No. 41, 255 P.  
2 3d 286, 288 (2011), *quoting* Restatement (Second) of Contracts, sec. 90(1)(1981).

3 144. In this case, there can be no doubt but that GMACM's employees made  
4 multiple promises to the claimants. First, Mr. Stephenson promised the claimants that  
5 GMACM had approved their loan modification request. Secondly, both Mr. Stephenson and  
6 Mr. Casas promised the claimants that efforts to foreclose were on hold.

7 145. To defeat these obvious claims, they argue that Longoni admitted in an August  
8 3, 2009 email to Stephenson that she had received a notice from an unrecognized entity  
9 saying that they were going to sell her home on August 18, 2009. This fact is entirely  
10 immaterial. The promises of forbearance began in March of 2009, and were reiterated until  
11 well after July 23, 2009, when ETS recorded its notice of sale. GMACM employees  
12 repeatedly told Longoni that the foreclosure was on hold, and even after Mr. Casas  
13 repudiated the representation that he loan modification had been approved (which occurred  
14 on July 9, 2009), GMACM continued to tell her to submit her HAMP (or Obama)  
15 application. These representations continued up through July 30, 2009, when they sent her  
16 a letter telling her that the sale would not occur for 30 days. The claimants relied to their  
17 great detriment upon these promises. It is beyond question but that any reasonable person  
18 would have done so. As a result, the promissory estoppel claims are valid.

19 146. The debtors claim that the claimants Gagnon and Lacey Longoni cannot prevail  
20 upon their claims for promissory estoppel because they had no contact with GMACM. Not  
21 surprisingly, GMACM cites no authority for this ridiculous proposition. Once GMACM  
22 made the promises to Longoni, she and Gagnon relied upon those representations. Lacey  
23 Longoni was merely a minor child who would be a third party beneficiary of those  
24 representations.

25 147. GMACM also contends that the plaintiffs' promissory estoppel claim is barred  
26 because the alleged statements surrounding loan modification were too vague and ambiguous  
27 to be enforceable. This again, is ridiculous. Mr. Stephenson's email communications, and  
28 especially his April 28, 2009, email communications clearly identify the modified loan terms.

1 The monthly payments would \$1,600.00 per month with a principal reduction of \$186,000.  
2 After 5 years the interest rate would increase by no more than 1% per year, never to exceed  
3 \$13.875. Additionally, the repeated promises that the foreclosure process was on hold is  
4 eminently clear.

5 148. Finally, the debtors seek to this Court's blessing for them to ignore their  
6 promises by arguing that no injustice would be suffered by not forcing the debtors to honor  
7 their word because of Longoni's fraud upon GMACM through her alleged falsified or altered  
8 emails. This issue was discussed in detail above and needs no further comment.

9 **IX. Longoni's Intentional Infliction of Emotional Distress Claim Has Already**  
10 **Been Determined to Be Valid.**

11 149. Finally, the debtors challenge Longoni's intentional infliction emotional  
12 distress claim claiming that the conduct alleged cannot be deemed outrageous as a matter of  
13 law. Once again, the Nevada District Court has already rejected this argument. *See,*  
14 *Longoni v. GMAC Mortg., 2010 WL 5186091, at \*6.* In this regard, the Nevada court stated  
15 as follows:

16 [t]he court finds that under the facts alleged in the complaint,  
17 namely that defendants requested plaintiffs apply for a different  
18 loan modification and assured plaintiffs that the foreclosure was  
19 on hold during this new application process, plaintiffs have  
20 alleged extreme and outrageous conduct sufficient to state a  
21 claim for intentional infliction of emotional distress by the  
22 subsequent trustee's sale less than a month later

23 Based upon this previous ruling, this issue has been adversely determined against the debtors.

24 150. Next, the debtors allege that there is noting in the factual record put forth by  
25 Longoni indicating that she manifested any physical symptoms from the debtors conduct.  
26 This is clearly incorrect. During her deposition, and in her attached Affidavit, Longoni has  
27 testified that following her eviction from her home of 14 years, she suffered an almost  
28 immediate loss of 13 pounds. *See, Longoni Affidavit, Exhibit 6, paragraphs 38-42, and*

1 *Excerpts of her Deposition, at Exhibit 4.* She was forced to take prescription medications for  
2 her anxiety. On one occasion when she discovered that some of her property had been stolen  
3 when she was forced out of her home, she actually vomited upon the discovery.

4 151. Longoni further described how devastating this was to her 13 year old daughter  
5 who had been in the home her entire life. On August 25, 2009, an unknown man came to her  
6 home with a 5-day eviction notice. As is typical with GMACM, their callous attitude toward  
7 this obviously devastating event is manifest. Had this matter proceeded before a jury, they  
8 would have had little trouble accepting the fact that this event was utterly devastating to the  
9 claimants.

10 152. As the Nevada Supreme Court has recently held, a sliding scale approach  
11 should be employed with testing a plaintiff's IIED claim. *See, Franchise Tax Board v. Hyatt*,  
12 130 Nev. Adv. Op. 71, 335 P.3d 125 (2014). Under this standard, a plaintiff need only set  
13 forth "objective verifiable indicia" to establish that the plaintiffs "actually suffered extreme  
14 or severe emotional distress." Under this sliding scale approach, the more extreme the  
15 severity of the conduct, the less the Court will require in the way of proof that emotional  
16 distress was suffered.

17 153. While the debtors and their counsel suggest that the claimants should have  
18 suffered no distress when they were torn from their 14-year home on 5-days' notice, this  
19 Court must conclude otherwise. Any rational person would be thoroughly devastated by the  
20 events underlying this action. The claimants were not some money-hungry investor who  
21 made multiple purchases hoping to profit off the ever increasing real estate bubble. Nor were  
22 they individuals who had recklessly purchased a property for which they could never qualify.  
23 They were ordinary citizens who lost their home of 14 years after making years of payments  
24 on the loan. They only failed to continue to do so because Mr. Gagnon was forced by his  
25 employment to move to Las Vegas.

26 **X. Conclusion.**

27 154. Based upon the foregoing, this Court should find that the debtors have  
28 completely failed in their obligation to prove the invalidity of the plaintiffs' claims. The

1 facts of this case cry out for relief. The actions of the debtors to mislead and mischaracterize  
2 the evidence should be offensive to this Court. The debtors' efforts to manufacture the  
3 defense that the claimants breached an agreed upon Repayment Plan is nothing short of  
4 reprehensible. The evidence is clear that there was no Repayment Plan. The only  
5 Repayment Plan was abandoned in March of 2009. Obviously, Landon Huch (or whomever  
6 else took over the handling of the claimants' request for a loan modification) failed to  
7 recognize this fact and no one stopped ETS from moving forward with the foreclosure.

8 155. Had a jury heard the evidence in this case, the verdict would have been far, far  
9 in excess of the highly conservative \$600,000.00 value the claimants placed upon their  
10 claims. This Court should summarily deny the current motion and find, as a matter of law,  
11 that the claims are valid as stated.

12 DATED this 15<sup>th</sup> day of April, 2015.

13 ERICKSON, THORPE & SWAINSTON, LTD.  
14

15 By /s/ Thomas P. Beko  
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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re: Case No. 12-12020 (MG)  
RESIDENTIAL CAPITAL, LLC, et al., Chapter 11  
Debtors. Jointly Administered

**EXHIBITS TO**  
**RESPONSE TO OBJECTION OF THE RESCAP BORROWER CLAIMS TO**  
**PROOF OF CLAIM FILED BY PAMELA D. LONGONI AND JEAN GAGNON**  
**CLAIM NOS. 2291, 2294, 2295 AND 2357**

**Exhibit Index**

1. Promissory Note and Deed of Trust re: 5540 Twin Creeks Drive, Reno, Nevada, dated September 29, 2005.
2. GMACM Response to Plaintiffs' First Set of Interrogatories
3. Minute Order, Doc. No. 80, July 29, 2011
4. Excerpt, Deposition of Juan Aguirre, September 1, 2011  
8, 9, 39-40, 62-63, 65-66, 72-73, 87, 94, 103-105, 124-125  
137, 140, 144, 158-159, 164-165, 170-171, 176-177,  
185-186, 188-189, 194, 231, 247-248, 255-256
5. Excerpts, deposition of Myron Ravelo, September 8, 2011  
21-22, 62-63, 83-85, 122-123, 127-129, 137, 155
6. Affidavit of Pamela Longoni
7. Pre-2009 version of N.R.S. §107.085
8. January 15, 2009, letter from claimants to Homecomings Financial
9. GMACM Log Notes (Diary)
10. Proposed Foreclosure Repayment Agreement
11. GMACM Servicer Guide
12. Emails between Longoni and Stephenson
13. GMACM Automated letter to claimants, July 16, 2009
14. GMACM letter dated July 30, 2009
15. Affidavit of Nate Stephenson
16. Proposed Settlement Agreement with National Real Estate Services
17. Letters and emails sent by GMACM's counsel

1 18. Returned Notice of Trustee Sale

2 **Exhibits Noted in Longoni Affidavit**

3 19. Federal Express confirmation.

4 20. July 30, 2009, letter from GMACM to Longoini

5 21. Modification Package

6 22. Verizon billing records

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**EXHIBIT 1**

**EXHIBIT 1**

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 AND MINIMUM RATE I MUST PAY.

September 29, 2005  
(Date)

Reno  
(City)

NV  
(State)

5540 Twin Creeks Drive, Reno, NV 89523  
(Property Address)

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 432,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is EquiFirst Corporation. I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The 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 7.150 %. The interest rate I will pay may change in accordance with Section 4 of the 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.

### 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 1st day of each month beginning on December 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If on November 1, 2035, 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  
EquiFirst Corporation, 500 Forest Point Circle, Charlotte, NC 28273  
or at a different place if required by the Note Holder.

#### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,574.00 .  
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.



**(A) Change Date**

The interest rate I will pay may change on November 1, 2007, and on that day every sixth 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 5.240 percentage points (5.240 %) 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 10.150% or less than 7.150 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.000%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.150% or less than the initial interest rate provided for in Section 2 of this Note.

**(E) Effective Date of Change**

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 me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER RIGHT TO PREPAY**

**(A) Prepayment** I have the right to make payments 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 I am doing so. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment 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.

**(B) Prepayment Penalty**

In the event, during the first 2 years after the execution of this Note, I make a prepayment and the prepayment exceeds twenty percent (20%) of the original principal amount of the loan in any twelve (12) month period, I will pay a prepayment charge in an amount equal to six (6) months' advance interest on the amount prepaid which is in excess of twenty percent (20%) of the original principal amount of the loan within the twelve (12) month period. The Note Holder will not assess a repayment penalty after the 2nd anniversary of the date of execution of this Note.

**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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which 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 Charge 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 5.00 % of my overdue payment of principal and interest. I will pay this late charge 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) Notice of Default

If I am in default, the Note holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (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 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.

## 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.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or 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 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.

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 which 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 are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** 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, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Jean M Gagnon

(Seal)

-Borrower

Pamela Longoni

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

**THIS ADDENDUM TO THE ADJUSTABLE RATE NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.**

This Adjustable Rate Note Addendum is made this 29th day of September, 2005, and is incorporated into and shall be deemed to amend the Adjustable Rate Note of the same date (the "Note") and any Addenda to the Note given by the undersigned (the "Borrower") to evidence Borrower's indebtedness to EquiFirst Corporation (the "Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date and covering the property described in the Security Instrument located at:

5540 Twin Creeks Drive, Reno, NV 89523  
(Property Address)

**ADDITIONAL COVENANTS:** Unless specifically defined in this Addendum, any capitalized terms shall have the same meaning as in the Note. Notwithstanding anything to the contrary set forth in the Note, Addenda to the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

**I.** Section 3 and 4 of the Note are modified to provide for sixty (60) monthly payments of interest only ("Interest Only Period") at the interest rate determined in accordance with Sections 2 and 4 of the Note. Sections 3 and 4 of the Note are modified as follows:

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay interest during the Interest Only Period, and principal and interest thereafter during the Amortization Period, by making a payment every month.

**Interest Only Period:** The "Interest Only Period" is the period from the date of the Note through 11/01/2010.

**Amortization Period:** The "Amortization Period" is the period after the Interest Only Period and continuing until the Maturity Date.

I will make my monthly payments on the 1st day of each month beginning on December 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to scheduled interest and principal. If on November 1, 2035, 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  
EquiFirst Corporation, 500 Forest Point Circle, Charlotte, NC 28273  
or at a different place if required by the Note Holder.

**(B) Amount of My Interest Only Payments**

The first 24 monthly payments will be in the full amount of U.S. \$ 2,574.00, which equals one twelfth (1/12th) of the amount of yearly interest due on the principal at the time the loan was made. These payments are called the "Interest Only Payments". No payments of principal are due during the Interest Only Period. The Interest Only Payments will not reduce the principal amount of this Note. Additional Payments of principal may be made in accordance with the provisions of this Note.

**(C) Monthly Payment Changes**

During the Interest Only Period, changes in my monthly payment will reflect changes in the interest rate that I must pay. During the Amortization Period, 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.

(A) Change Date Pg 7 of 8

The interest rate I will pay may change on November 1, 2007, and on that day every sixth 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 5.240 percentage points (5.240 %) 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.

For the Interest Only Period, after calculating my new interest rate as provided above, the Note Holder will then calculate the amount of the monthly payment to be one-twelfth (1/12th) of one (1) year's interest at the new interest rate. The result of this calculation will be the new amount of my monthly payment until the next Interest Rate Change Date.

During the Amortization Period, after calculating my new interest rate as provided above, the Note Holder will then calculate the amount of the monthly payment that would be sufficient to fully repay the remaining unpaid principal in substantially equal monthly payments by the Maturity Date, assuming, for purposes of each calculation, that the interest rate remained unchanged during that period. 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 10.150% or less than 7.150 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.000%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.150% or less than the initial interest rate provided for in Section 2 of this Note.

**(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.

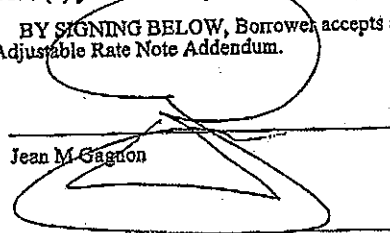
**(F) Notice of Changes**

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 changes. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

II. All other provisions of the Note and any Addenda are unchanged by this Addendum to Adjustable Rate Note and remain in full force and effect.

I understand that for the Interest Only Period I will not be reducing the principal balance. After Five (5) years if I only made my minimum payment, my principal balance will not be reduced.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in the Adjustable Rate Note Addendum.



Jean M. Gagnon



Pamela Longoni

EXHIBIT 1 Pg 8 of 8  
**PREPAYMENT PENALTY Addendum to Note**

This ADJUSTABLE INTEREST RATE FLOOR & PREPAYMENT PENALTY ADDENDUM is made this 29th day of September, 2005, and amends the Note in the amount of U.S. \$ 432,000.00 dated the same date and given by the person(s) who signs below (the "Borrower(s)") to EquiFirst Corporation (the "Lender").

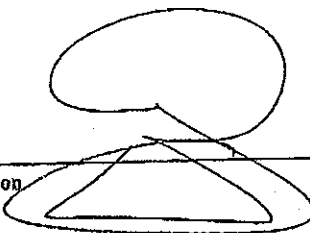
In addition to the agreements and provisions made in the Note and the Security Instrument, and notwithstanding any provisions to the contrary contained in said Note or the Security Instrument, both the Borrower(s) and the Lender further agree as follows:

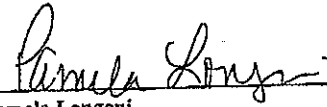
**ADJUSTABLE INTEREST RATE FLOOR**

This loan has an Interest Rate "Floor" which will limit the amount the Interest Rate can decrease. Regardless of any changes in the index, the Interest Rate during the term of this loan will never be less than the initial Interest Rate provided for in Section 2 of the Note.

**PREPAYMENT PENALTY**

In the event, during the first 2 years after the execution of this Note, I make a prepayment and the prepayment exceeds twenty percent (20%) of the original principal amount of the loan in any twelve (12) month period, I will pay a prepayment charge in an amount equal to six (6) months' advance interest on the amount prepaid which is in excess of twenty percent (20%) of the original principal amount of the loan within the twelve (12) month period. The Note Holder will not assess a repayment penalty after the 2nd anniversary of the date of execution of this Note.

  
\_\_\_\_\_  
Jean M Gagnon  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Pamela Longoni  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

818942  
EF057 (12/99)

LONG-0009

## **EXHIBIT 2**

## **EXHIBIT 2**

DAVID HILL BASHFORD (Nevada Bar # 11744)  
Bradley Arant Boult Cummings LLP  
Bank of America Corporate Center  
100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202  
Phone: (704) 338-6000  
Fax: (704) 332-8858  
[dbashford@babco.com](mailto:dbashford@babco.com)

*Attorney for Defendants GMAC Mortgage, LLC,  
Executive Trustee Services, LLC, Illeana Peterson  
and Kahleen Gowen*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA - RENO DIVISION**

PAMELA D. LONGONI,  
individually and as Guardian Ad  
Litem for LACEY LONGONI,  
and JEAN M. GAGNON,

Case No.: 3:10-CV-00297-LRH-(VPC)

Plaintiffs,

vs.

GMAC MORTGAGE, LLC., a Delaware  
Limited Liability Company, EXECUTIVE  
TRUSTEE SERVICES, LLC., a Delaware  
Limited Liability Company, ILLEANNA  
PETERSON, KATHLEEN GOWEN,  
individuals, DOES 1-10; BLACK AND  
WHITE CORPORATIONS 1-10,  
corporations; ABLE & BAKER  
COMPANIES 1-10, co-partnerships and or  
limited liability companies,

Defendants. /

**RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES TO  
DEFENDANT GMAC MORTGAGE, LLC**



COMES NOW, Defendant GMAC Mortgage, LLC and provides the following verified Responses to Plaintiffs' First Set of Interrogatories pursuant to Rule 33 of the Federal Rules of Civil Procedure

***GENERAL RESPONSE TO INTERROGATORIES***

The available records underlying the events, acts, omissions or circumstances raised in these Interrogatories are contained in the documents previously produced to Defendants or in the documents produced contemporaneously with these Responses. Many of the records and correspondence referenced in these Interrogatories were generated by GMAC's automated system based upon the status of Defendant's account or information entered into the system, often for which there is no available record of specifically which GMAC employee initiated, authored, entered the information or made the ultimate decision. In addition, GMAC's system is only able to identify current employees associated with certain tasks or notes, as GMAC's system does not preserve individual employee information after departure of an employee. Where specific employee information is available, the employees involved have been named. Please note that while we have broadly attempted to identify the identity of individuals that were involved in each of these tasks, events or documents, an individual's listing in a Response below does not necessarily indicate that person made the decision at issue. Generally, however, GMAC will produce upon request a Rule 30(b)(6) corporate representative capable of testifying, to the best of GMAC's corporate knowledge, as to all acts or failures to act by GMAC through its employees related to the tasks and documentation at issue.

Below is information for all persons named in these responses. Where the individual is a current employee of GMAC, we have provided department and location information, and undersigned counsel will accept service of any notices or other documents related to this

litigation. Where the individual is a former employee of GMAC (information is italicized), GMAC has provided last known residential contact information where known (for some of these individuals, GMAC's human resources department has no available information).

*Joyce Petty – ETS, last known address: 20401-536 Soledad Canyon Rd, Canyon Country, CA 91351*

*Rosan Ylana – GMAC, last address unknown*

*Jeanne Masmilla – GMAC, last address unknown*

Henry Williams, Loss Mitigation – GMAC Dallas, TX

*Jefferson Boral – GMAC, last address unknown*

Logan Gill, Portfolio Manager - GMAC Dallas, TX

Ronald King, Loan Counselor – GMAD Dallas, TX

Landon Huck, Mod Team – GMAC Dallas, TX

Henry Casas, Loan Resolution - GMAC Dallas, TX

*Jefferson Boral - GMAC, last address unknown*

*Nate Stephenson - GMAC, last address unknown*

Elizabeth DeSilva, Associate Counsel - GMAC Dallas, TX

Kari Krull, Servicing Risk Team - GMAC Waterloo, IA

Kimberly Wells, Foreclosure Specialist - GMAC Ft. Washington, PA

Marybeth Scalzo, Accountant III Sr. - ETS Burbank, CA

Gillian Martil, Sr. Mortgage Default Specialist - GMAC Burbank, CA

*Rohan Wright, GMAC, last known address: 260 E Cheltenham Ave, Philadelphia, PA 19120*

*Catalina Aguirrejimenez, GMAC, last address unknown*

*Kenneth Ugwuado, GMAC, last known address: 1730 Ferndale Ave, Abington, PA 19001*

*Connie Canada, ETS, last address unknown*

*Sandra Guevara, ETS, last known address: 19815 Londelius St, Northridge, CA 91324*

*Joselita Aquisay, GMAC, last address unknown*

*Ricardo Napao, GMAC, last address unknown*

Chris Herrera, Mortgage Default Specialist - ETS Burbank, CA

*Michael Wallace, GMAC, last known address: 1504 McKee St, Dallas, TX 75215*

Nancy Penca, Sr. Business Analyst - GMAC Waterloo, IA

John Meinecke, Loss Mitigation - GMAC Waterloo, IA

Ann Langerhans, Retail Lending - GMAC Ft. Washington, PA

*Tosha Diehl Mowatt -- GMAC, last known address: 1108 W 4th St, Waterloo, IA 50702*

Peggy Vernitsky, Sr. Bankruptcy/Foreclosure Specialist - GMAC Ft. Washington, PA

Henry Casas, Loan Resolution - GMAC Dallas, TX

Kelly Looby, Loss Mitigation - GMAC Waterloo, IA

Allison Higgins, Customer Service Rep III - GMAC Waterloo, IA

*Jeanne Masmila -- GMAC, last address unknown*

*Michelle Manuel - GMAC, last address unknown*

Genova Lee, St. Lien Default Specialist - GMAC Dallas, TX

Mark Layton, Sr. Loan Counselor - GMAC Dallas, TX

Andrew Vidos, Mod Team - GMAC Dallas, TX

Joshua Yaklin, Mod Team - GMAC Dallas, TX

Kimberly Rojas, At Risk Loan Resolution - GMAC Dallas, TX

Landon Huck, Mod Team - GMAC Dallas, TX

Arthur Smith, At Risk Loan Resolution - GMAC Dallas, TX

Ginger Harrison, Portfolio Specialist - GMAC Dallas, TX

Christine Simpson, 1<sup>st</sup> Lien Loss Mitigation Specialist - GMAC Dallas, TX

*Farhanna Calala - GMAC, last address unknown*

Reece Sealock, Loss Mitigation - GMAC Dallas, TX

Derek Harkrider, Service Delivery Assurance - GMAC Dallas, TX

Kimberly Wells, Foreclosure Specialist - GMAC Ft, Washington, PA

Gillian Martil, Sr. Mortgage Default Specialist - GMAC Burbank, CA

Rebecca Magness, Modification Specialist - GMAC Dallas, TX

Henry Williams, Loss Mitigation - GMAC Dallas, TX

Ronald King, Sr. Loan Counselor -- GMAC Dallas, TX

Cager Bradley, Loan & Loss Mitigation Collector - GMAC Dallas, TX

Paul Williams, Director of Modification Team -- GMAC Dallas, TX

**INTERROGATORY NO 1:**

Please identify each individual or entity who currently has or has had, or who has claimed to have had, possession and/or an ownership interest in the Note (GMAC-01-0129-0138) and Deed of Trust (GMAC-01-0088-0108) executed by the plaintiffs on or about September 29, 2005, relative to the property at 5540 Twin Creeks Drive, Reno, Nevada. Further state, the following:

- a) The date upon which said person or entity obtained possession and/or ownership of said Note and/or Deed of Trust;
- b) The date which said person or entity transferred possession or ownership of said documents;

c) The person or entity from which the person or entity obtained possession or a legal interest in the Note and/or Deed of Trust;

d) The person or entity to whom the Note and/or Deed of Trust were transferred.

**RESPONSE NO.1:**

|          |  |                                       |
|----------|--|---------------------------------------|
| 9/29/05  | Equifirst Corp                         | Origination                           |
| 10/17/05 | Loan registered with MERS              | Loan originated with MERS as nominee  |
| 1/05/06  | Residential Funding Co, LLC as Trustee | Transfer of beneficial rights from EC |
| 10/08/06 | Residential Funding Co, LLC            | Transfer of servicing rights from EC  |

**INTERROGATORY NO. 2:**

Please identify each individual who made contact with any plaintiff relative to any of the following:

- a) Any plaintiffs' failure to make timely payments of any loan amount;
- b) Any plaintiffs' request for modifications or changes to any loan amount or payment;
- c) Anything associated with a loan modification or request for changes in any loan;
- d) Any notification to a plaintiff that their request for a loan modification had been approved, rejected, or that said request was under consideration.

**RESPONSE NO. 2:**

- a) Joyce Petty—ETS
- b) Rosan Ylana—GMAC  
Jefferson Boral—GMAC  
Ronald King—GMAC  
Landon Huck—GMAC  
Henry Casas—GMAC

Nate Stephenson—GMAC

c) Rosan Ylana—GMAC

Jefferson Boral—GMAC

Ronald King—GMAC

Landon Huck—GMAC

Henry Casas—GMAC

Nate Stephenson—GMAC

d) Landon Huck—GMAC

Jefferson Boral—GMAC

Henry Casas—GMAC

**INTERROGATORY NO. 3:**

Please identify each and every person who played any part in the following:

- a) The decision to allow a plaintiff to seek a loan modification;
- b) The decision to grant or deny a plaintiffs' request for loan modification;
- c) The recommendation that the plaintiffs seek an "Obama" plan loan modification;
- d) The decision to foreclose upon the plaintiffs' real property;
- e) The decision to seek to recover the plaintiffs' real property;
- f) The providing of any notice to the plaintiffs associated with the foreclosure process;
- g) The denial of the request by any plaintiff for a loan modification;
- h) The decision on when and what notices should be provided to a plaintiff;
- i) The request that any plaintiff provide documentation or information to GMAC

MORTGAGE, LLC.

RESPONSE NO. 3:

- a) Rosan Ylana—GMAC  
Henry Williams—GMAC  
Jefferson Boral—GMAC
- b) Jefferson Boral—GMAC  
Henry Casas—GMAC
- c) Jefferson Boral—GMAC  
Landon Huck—GMAC  
Henry Casa—GMAC  
Nate Stephenson—GMAC
- d) Joyce Petty—ETS  
Jeane Masimilla—GMAC
- e) Objection—decision was part of potential settlement negotiations and involved  
counsel for GMAC—Privileged.
- f) Joyce Petty—ETS  
Ileanna Peterson—ETS  
Kathleen Gowen—ETS  
Rosan Ylana—GMAC  
Jeanne Masmilla—GMAC  
Henry Casas—GMAC
- g) Jefferson Boral—GMAC  
Henry Casas—GMAC  
Landon Huck—GMAC

- h) Formal notices were determined based upon Nevada Revised Statutes.
- i) Jeanne Masmilla—GMAC  
Jefferson Boral—GMAC  
Landon Huck—GMAC  
Henry Casas—GMAC  
Nate Stephenson—GMAC

**INTERROGATORY NO. 4:**

Please identify the individual who is referenced as “VP” in Jonathan Stephenson’s email communication of May 5, 2009, at 2009 (Bates No. LONG-0149).

**RESPONSE NO. 4:**

Paul Williams, Director of Modification Team.

**INTERROGATORY NO. 5:**

Please identify any and all lawsuits or claims made against GMAC MORTGAGE, LLC during the last 3 years wherein it is alleged that the company wrongfully foreclosed upon any loan made by the company.

**RESPONSE NO. 5:**

Objection. This request is overly broad, overly burdensome and irrelevant.

**INTERROGATORY NO. 6:**

What role, if any, did GMAC MORTGAGE, LLC, play in the decision to grant or deny any plaintiff a modification of their loan with EquiFirst Corporation.



**RESPONSE NO. 6:**

As indicated in Response No. 1, EquiFirst was no longer the holder of Plaintiff's loan during the time period at issue. Accordingly, GMAC played no role in any decisions by EquiFirst concerning a loan modification for Plaintiff's in 2009.

As for the events at issue in this lawsuit, GMAC acted as the loan servicer for Plaintiff's loan, including for the process of considering loan modification and foreclosure. GMAC reviewed Plaintiff's loan and financial information (to the extent provided) in light of (a) delegated authority criteria provided by Residential Funding Corporation and (b) HMP criteria (note, however, that Plaintiff's failed to provide a responsive HMP). Plaintiff's loan and financial information (to the extent provided) did not satisfy the criteria for loan modification.

**INTERROGATORY NO. 7:**

Please identify any relationship between GMAC MORTGAGE, LLC, and any of the following companies:

- a) EXECUTIVE TRUSTEE SERVICES, LLC,
- b) EquiFirst Corporation
- c) Homecomings Financial, LLC

**RESPONSE NO. 7:**

- a) ETS is GMAC's foreclosure trustee and a wholly owned subsidiary of GMAC.
- b) GMAC has no corporate relationship with EquiFirst.
- c) GMAC is a related affiliate (sister company) of Homecomings.

**INTERROGATORY NO. 8:**

Please identify each individual who took any part in seeking the removal of negative information from the plaintiffs' credit history.

**RESPONSE NO. 8:**

Objection—decision was part of potential settlement negotiations and involved counsel for GMAC—Privileged. Notwithstanding the objection, Kari Krull—GMAC transmitted credit update.

**INTERROGATORY NO. 9:**

Please describe the nature of the GMAC document Bates Number GMAC-01-0001 through GMAC-01-0012. Further state:

- a) Where, and in what format (electronic or otherwise) the document is maintained;
- b) Each individual who made any entry of information or data into this document.

**RESPONSE NO. 9:**

This document is a print-out from LPS Desktop, which is the electronic system utilized by GMAC for foreclosure process / events tracking and document repository. LPS Desktop is the main system for communication between GMAC and outside vendors, including ETS, concerning the foreclosure process.

- a) LPS Desktop is maintained electronically on GMAC's network
- b) Kimberly Wells, GMAC  
Marybeth Scalzo, ETS  
Gillian Martil, GMAC  
Rohan Wright, GMAC  
Catalina Aguirrejimenez, GMAC  
Kenneth Ugwuado, GMAC  
Connie Canada, ETS  
Sandra Guevara, ETS  
Joselita Aquisay, GMAC  
Ricardo Napao, GMAC  
Chris Herrera, ETS  
Michael Wallace, GMAC  
Rosan Ylanan, GMAC

**INTERROGATORY NO. 10:**

Please describe the nature of the GMAC document Bates number GMAC-01-0013 through GMAC-01-0087. Further state:

- a) Where, and in what format (electronic or otherwise) the document is maintained;
- b) Each individual who made any entry of information or data into this document.

**RESPONSE # 10:**

This document is a print-out of loan history from MortgageServ, GMAC's internal loan servicing database.

- a) MortgageServ is maintained electronically on GMAC's network
- b) The payment history entries in MortgageServ are generated by the posting of payments or disbursement of funds by GMAC's cashing department. The servicing comments are entered by various individuals as well as automated entries for system generated notices.

| Teller # | Name                    |
|----------|-------------------------|
| 1050     | Nancy Penca—GMAC        |
| 1711     | John Meinecke—GMAC      |
| 2007     | Ann Langerhans—GMAC     |
| 7038     | Tosha Diehl Mowatt—GMAC |
| 8834     | Peggy Vernitsky—GMAC    |
| 11449    | Henry Casas—GMAC        |
| 12588    | Kelly Looby—GMAC        |
| 12650    | Allison Higgins—GMAC    |
| 17172    | Jeanne Masmila—GMAC     |
| 17777    | Michelle Manuel—GMAC    |
| 19961    | Genova Lee—GMAC         |
| 20136    | Mark Layton—GMAC        |
| 20311    | Andrew Vidos—GMAC       |
| 20312    | Joshua Yaklin—GMAC      |
| 20793    | Kimberly Rojas—GMAC     |
| 21136    | Landon Huck—GMAC        |
| 21293    | Arthur Smith—GMAC       |
| 21317    | Ginger Harrison—GMAC    |
| 21579    | Christine Simpson—GMAC  |
| 21683    | Farhanna Calala—GMAC    |
| 22084    | Reece Sealock—GMAC      |
| 22539    | Derek Harkrider—GMAC    |

|       |                      |
|-------|----------------------|
| 23177 | Kimberly Wells—GMAC  |
| 23862 | Gillian Martil—GMAC  |
| 30011 | Rebecca Magness—GMAC |
| 30741 | Henry Williams—GMAC  |
| 30762 | Ronald King—GMAC     |
| 31951 | Cager Bradley—GMAC   |

DATED this 2<sup>nd</sup> day of December, 2010.

**BRADLEY ARANT BOULT CUMMINGS LLP**



David Hill Bashford, Nevada Bar # 11744

Bank of America Corporate Center

100 N. Tryon Street, Suite 2690

Charlotte, NC 28202

Phone: (704) 338-6000

Fax: (704) 332-8858

[dbashford@babac.com](mailto:dbashford@babac.com)

*Attorney for Defendants GMAC Mortgage, LLC,  
Executive Trustee Services, LLC, Illeanna Peterson  
and Kahleen Gowen*

VERIFICATION

Juan Aguirre being duly sworn, deposes and states:

That he is a manager of litigation support for GMAC Mortgage, LLC and, as such, is authorized to verify the foregoing Responses to Plaintiff's First Set of Interrogatories to Defendant GMAC Mortgage, LLC on behalf of GMAC Mortgage, LLC, that he has read said Responses and knows the contents thereof, and that the same are true of his own knowledge and review of GMAC Mortgage, LLC's available corporate records.


GMAC Mortgage, LLC

By: 

Name: Juan Aguirre

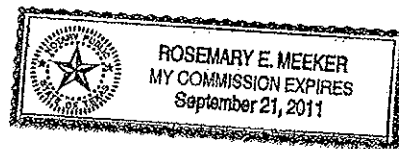
Title: Manager—Litigation Support

SWORN TO AND SUBSCRIBED before me  
this 2<sup>nd</sup> day of December 2010. •

  
Notary Public

My Commission Expires: 9/21/2011

[SEAL]



DAVID HILL BASHFORD (Nevada Bar # 11744)  
Bradley Arant Boult Cummings LLP  
Bank of America Corporate Center  
100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202  
Phone: (704) 338-6000  
Fax: (704) 332-8858  
[dbashford@babco.com](mailto:dbashford@babco.com)

*Attorney for Defendants GMAC Mortgage, LLC,  
Executive Trustee Services, LLC, Illeana Peterson  
and Kahleen Gowen*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA - RENO DIVISION

PAMELA D. LONGONI,  
individually and as Guardian Ad  
Litem for LACEY LONGONI,  
and JEAN M. GAGNON,

Case No.: 3:10-CV-00297-LRH-(VPC)

Plaintiffs,

vs.

GMAC MORTGAGE, LLC., a Delaware  
Limited Liability Company, EXECUTIVE  
TRUSTEE SERVICES, LLC., a Delaware  
Limited Liability Company, RESIDENTIAL  
FUNDING COMPANY, LLC, a Delaware  
Limited Liability Company, f/k/a  
RESIDENTIAL FUNDING  
CORPORATION, a Delaware Corporation,  
ILLEANNA PETERSON, KATHLEEN  
GOWEN, individuals, DOES 1-10; BLACK  
AND WHITE CORPORATIONS 1-10,  
corporations; ABLE & BAKER  
COMPANIES 1-10, co-partnerships and or  
limited liability companies,

Defendants. /

**AMENDED RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES TO  
DEFENDANT GMAC MORTGAGE, LLC**

Defendant GMAC Mortgage, LLC ("GMAC") provides the following amended verified Responses to Plaintiffs' First Set of Interrogatories pursuant to Rule 33 of the Federal Rules of Civil Procedure. GMAC has amended these responses consistent with the recent discovery and clarification of the ownership information for the Loan at issue.

***GENERAL RESPONSE TO INTERROGATORIES***

The available records underlying the events, acts, omissions or circumstances raised in these Interrogatories are contained in the documents previously produced to Defendants or in the documents produced contemporaneously with these Responses. Many of the records and correspondence referenced in these Interrogatories were generated by GMAC's automated system based upon the status of Defendant's account or information entered into the system, often for which there is no available record of specifically which GMAC employee initiated, authored, entered the information or made the ultimate decision. In addition, GMAC's system is only able to identify current employees associated with certain tasks or notes, as GMAC's system does not preserve individual employee information after departure of an employee. Where specific employee information is available, the employees involved have been named. Please note that while we have broadly attempted to identify the identity of individuals that were involved in each of these tasks, events or documents, an individual's listing in a Response below does not necessarily indicate that person made the decision at issue. Generally, however, GMAC will produce upon request a Rule 30(b)(6) corporate representative capable of testifying, to the best of GMAC's corporate knowledge, as to all acts or failures to act by GMAC through its employees related to the tasks and documentation at issue.

Below is information for all persons named in these responses. Where the individual is a current employee of GMAC, we have provided department and location information, and

undersigned counsel will accept service of any notices or other documents related to this litigation. Where the individual is a former employee of GMAC (information is italicized), GMAC has provided last known residential contact information where known (for some of these individuals, GMAC's human resources department has no available information).

*Joyce Petty – ETS, last known address: 20401-536 Soledad Canyon Rd, Canyon Country, CA 91351*

*Rosan Ylana – GMAC, last address unknown*

*Jeanne Masmilla – GMAC, last address unknown*

Henry Williams, Loss Mitigation – GMAC Dallas, TX

*Jefferson Boral – GMAC, last address unknown*

Logan Gill, Portfolio Manager - GMAC Dallas, TX

Ronald King, Loan Counselor – GMAD Dallas, TX

Landon Huck, Mod Team – GMAC Dallas, TX

Henry Casas, Loan Resolution - GMAC Dallas, TX

*Jefferson Boral - GMAC, last address unknown*

*Nate Stephenson - GMAC, last address unknown*

Elizabeth DeSilva, Associate Counsel - GMAC Dallas, TX

Kari Krull, Servicing Risk Team - GMAC Waterloo, IA

Kimberly Wells, Foreclosure Specialist - GMAC Ft. Washington, PA

Marybeth Scalzo, Accountant III Sr. - ETS Burbank, CA

Gillian Martil, Sr. Mortgage Default Specialist - GMAC Burbank, CA

*Rohan Wright, GMAC, last known address: 260 E Cheltenham Ave, Philadelphia, PA 19120*

*Catalina Aguirrejimenez, GMAC, last address unknown*



*Kenneth Ugwuado, GMAC, last known address: 1730 Ferndale Ave, Abington, PA 19001*

*Connie Canada, ETS, last address unknown*

*Sandra Guevara, ETS, last known address: 19815 Londelius St, Northridge, CA 91324*

*Joselita Aquisay, GMAC, last address unknown*

*Ricardo Napao, GMAC, last address unknown*

Chris Herrera, Mortgage Default Specialist - ETS Burbank, CA

*Michael Wallace, GMAC, last known address: 1504 McKee St, Dallas, TX 75215*

Nancy Penca, Sr. Business Analyst - GMAC Waterloo, IA

John Meinecke, Loss Mitigation - GMAC Waterloo, IA

Ann Langerhans, Retail Lending - GMAC Ft. Washington, PA

*Tosha Diehl Mowatt – GMAC, last known address: 1108 W 4th St, Waterloo, IA 50702*

Peggy Vernitsky, Sr. Bankruptcy/Foreclosure Specialist - GMAC Ft. Washington, PA

Henry Casas, Loan Resolution - GMAC Dallas, TX

Kelly Looby, Loss Mitigation - GMAC Waterloo, IA

Allison Higgins, Customer Service Rep III - GMAC Waterloo, IA

*Jeanne Masmila – GMAC, last address unknown*

*Michelle Manuel - GMAC, last address unknown*

Genova Lee, St. Lien Default Specialist - GMAC Dallas, TX

Mark Layton, Sr. Loan Counselor - GMAC Dallas, TX

Andrew Vidos, Mod Team - GMAC Dallas, TX

Joshua Yaklin, Mod Team - GMAC Dallas, TX

Kimberly Rojas, At Risk Loan Resolution - GMAC Dallas, TX

Landon Huck, Mod Team - GMAC Dallas, TX

Arthur Smith, At Risk Loan Resolution - GMAC Dallas, TX

Ginger Harrison, Portfolio Specialist - GMAC Dallas, TX

Christine Simpson, 1<sup>st</sup> Lien Loss Mitigation Specialist - GMAC Dallas, TX

*Farhanna Calala - GMAC, last address unknown*

Reece Sealock, Loss Mitigation - GMAC Dallas, TX

Derek Harkrider, Service Delivery Assurance - GMAC Dallas, TX

Kimberly Wells, Foreclosure Specialist - GMAC Ft, Washington, PA

Gillian Martil, Sr. Mortgage Default Specialist - GMAC Burbank, CA

Rebecca Magness, Modification Specialist - GMAC Dallas, TX

Henry Williams, Loss Mitigation - GMAC Dallas, TX

Ronald King, Sr. Loan Counselor – GMAC Dallas, TX

Cager Bradley, Loan & Loss Mitigation Collector - GMAC Dallas, TX

Paul Williams, Director of Modification Team – GMAC Dallas, TX

**INTERROGATORY NO 1:**

Please identify each individual or entity who currently has or has had, or who has claimed to have had, possession and/or an ownership interest in the Note (GMAC-01-0129-0138) and Deed of Trust (GMAC-01-0088-0108) executed by the plaintiffs on or about September 29, 2005, relative to the property at 5540 Twin Creeks Drive, Reno, Nevada. Further state, the following:

- a) The date upon which said person or entity obtained possession and/or ownership of said Note and/or Deed of Trust;
- b) The date which said person or entity transferred possession or ownership of said documents;

- c) The person or entity from which the person or entity obtained possession or a legal interest in the Note and/or Deed of Trust;
- d) The person or entity to whom the Note and/or Deed of Trust were transferred.

**RESPONSE NO.1:**

On September 29, 2005, Equifirst Corporation originated the Note and Deed of Trust in the amount of \$432,000.00; said Deed of Trust was recorded on October 7, 2005. MERS was listed as "Nominee" on the Deed of Trust. Residential Funding Corporation, LLC ("RFC") purchased the Loan from Equifirst in November, 2005. On December 1, 2005, the Pooling and Servicing Agreement between Residential Asset Mortgage Products, Inc., RFC, and U.S. Bank ("the PSA") was executed. The closing date of the PSA was December 28, 2005, and that is the date all of the Loans became securitized. Also on December 28, 2005, the Assignment and Assumption Agreement between RFC and Residential Asset Mortgage Products, Inc. was generated. That document has been previously produced as part of documents labeled RFC-002. That Assignment and Assumption Agreement provided for a transfer of ownership of the loans from RFC to Residential Asset Mortgage Products, Inc., and then an automatic transfer of ownership to the Trust of the loans for a stated period of time. Pursuant to the Assignment and Assumption Agreement, ownership of the loan at issue transferred to the Trust on that date—December 28, 2005. GMAC Mortgage, LLC obtained the right to service the loan on behalf of RFC on May 1, 2007. The investor on the loan currently is the Trust, RAMP 2005-EFC7, RFC is the Master Servicer, and GMAC is the second tier servicer.

**INTERROGATORY NO. 2:**

Please identify each individual who made contact with any plaintiff relative to any of the following:

- a) Any plaintiffs' failure to make timely payments of any loan amount;
- b) Any plaintiffs' request for modifications or changes to any loan amount or payment;
- c) Anything associated with a loan modification or request for changes in any loan;
- d) Any notification to a plaintiff that their request for a loan modification had been approved, rejected, or that said request was under consideration

**RESPONSE NO. 2:**

- a) Joyce Petty—ETS
- b) Rosan Ylana—GMAC  
Jefferson Boral—GMAC  
Ronald King—GMAC  
Landon Huck—GMAC  
Henry Casas—GMAC  
Nate Stephenson—GMAC
- c) Rosan Ylana—GMAC  
Jefferson Boral—GMAC  
Ronald King—GMAC  
Landon Huck—GMAC  
Henry Casas—GMAC  
Nate Stephenson—GMAC
- d) Landon Huck—GMAC  
Jefferson Boral—GMAC

Henry Casas—GMAC

**INTERROGATORY NO. 3:**

Please identify each and every person who played any part in the following:

- a) The decision to allow a plaintiff to seek a loan modification;
- b) The decision to grant or deny a plaintiffs' request for loan modification;
- c) The recommendation that the plaintiffs seek an "Obama" plan loan modification;
- d) The decision to foreclose upon the plaintiffs' real property;
- e) The decision to seek to recover the plaintiffs' real property;
- f) The providing of any notice to the plaintiffs associated with the foreclosure process;
- g) The denial of the request by any plaintiff for a loan modification;
- h) The decision on when and what notices should be provided to a plaintiff;
- i) The request that any plaintiff provide documentation or information to GMAC

MORTGAGE, LLC.

**RESPONSE NO. 3:**

- a) Rosan Ylana—GMAC  
Henry Williams—GMAC  
Jefferson Boral—GMAC
- b) Jefferson Boral—GMAC  
Henry Casas—GMAC
- c) Jefferson Boral—GMAC  
Landon Huck—GMAC  
Henry Casa—GMAC

Nate Stephenson—GMAC

d) Joyce Petty—ETS

Jeanne Masimilla—GMAC

e) Objection—decision was part of potential settlement negotiations and involved  
counsel for GMAC—Privileged.

f) Joyce Petty—ETS

Ileanna Peterson—ETS

Kathleen Gowen—ETS

Rosan Ylana—GMAC

Jeanne Masmilla—GMAC

Henry Casas—GMAC

g) Jefferson Boral—GMAC

Henry Casas—GMAC

Landon Huck—GMAC

h) Formal notices were determined based upon Nevada Revised Statutes.

i) Jeanne Masmilla—GMAC

Jefferson Boral—GMAC

Landon Huck—GMAC

Henry Casas—GMAC

Nate Stephenson—GMAC

**INTERROGATORY NO. 4:**

Please identify the individual who is referenced as “VP” in Jonathan Stephenson’s email  
communication of May 5, 2009, at 2009 (Bates No. LONG-0149).

**RESPONSE NO. 4:**

Paul Williams, Director of Modification Team.

**INTERROGATORY NO. 5:**

Please identify any and all lawsuits or claims made against GMAC MORTGAGE, LLC during the last 3 years wherein it is alleged that the company wrongfully foreclosed upon any loan made by the company.

**RESPONSE NO. 5:**

Objection. This request is overly broad, overly burdensome and irrelevant.

**INTERROGATORY NO. 6:**

What role, if any, did GMAC MORTGAGE, LLC, play in the decision to grant or deny any plaintiff a modification of their loan with EquiFirst Corporation.

**RESPONSE NO. 6:**

As indicated in Response No. 1, EquiFirst was no longer the holder of the Plaintiffs' loan during the time period at issue. Accordingly, GMAC played no role in any decisions by EquiFirst concerning a loan modification for Plaintiffs in 2009.

As for the events at issue in this lawsuit, GMAC acted as the second tier loan servicer for Plaintiffs' loan, including for the process of considering loan modification and foreclosure. GMAC reviewed Plaintiffs' loan and financial information (to the extent provided) in light of (a) delegated authority criteria provided by RFC in the Servicer Guide between RFC and GMACM (recently produced at RFC-001-000293-000546); and (b) HAMP federally mandated criteria (note, however, that Plaintiff's failed to provide a responsive HAMP). Plaintiffs' loan and financial information (to the extent provided) did not satisfy the criteria for loan modification.

**INTERROGATORY NO. 7:**

Please identify any relationship between GMAC MORTGAGE, LLC, and any of the following companies:

- a) EXECUTIVE TRUSTEE SERVICES, LLC.
- b) EquiFirst Corporation
- c) Homecomings Financial, LLC

**RESPONSE NO. 7:**

- a) ETS is GMAC's foreclosure trustee and a wholly owned subsidiary of GMAC.
- b) GMAC has no corporate relationship with EquiFirst.
- c) GMAC is a related affiliate (sister company) of Homecomings.

**INTERROGATORY NO. 8:**

Please identify each individual who took any part in seeking the removal of negative information from the plaintiffs' credit history.

**RESPONSE NO. 8:**

Objection—decision was part of potential settlement negotiations and involved counsel for GMAC—Privileged. Notwithstanding the objection, Kari Krull—GMAC transmitted credit update.

**INTERROGATORY NO. 9:**

Please describe the nature of the GMAC document Bates Number GMAC-01-0001 through GMAC-01-0012. Further state:

- a) Where, and in what format (electronic or otherwise) the document is maintained;
- b) Each individual who made any entry of information or data into this document.



**RESPONSE NO. 9:**

This document is a print-out from LPS Desktop, which is the electronic system utilized by GMAC for foreclosure process / events tracking and document repository. LPS Desktop is the main system for communication between GMAC and outside vendors, including ETS, concerning the foreclosure process.

- a) LPS Desktop is maintained electronically on GMAC's network
- b) Kimberly Wells, GMAC  
Marybeth Scalzo, ETS  
Gillian Martil, GMAC  
Rohan Wright, GMAC  
Catalina Aguirrejimenez, GMAC  
Kenneth Ugwuado, GMAC  
Connie Canada, ETS  
Sandra Guevara, ETS  
Joselita Aquisay, GMAC  
Ricardo Napao, GMAC  
Chris Herrera, ETS  
Michael Wallace, GMAC  
Rosan Ylanan, GMAC

**INTERROGATORY NO. 10:**

Please describe the nature of the GMAC document Bates number GMAC-01-0013 through GMAC-01-0087. Further state:

- a) Where, and in what format (electronic or otherwise) the document is maintained;

- b) Each individual who made any entry of information or data into this document.

**RESPONSE # 10:**

This document is a print-out of loan history from MortgageServ, GMAC's internal loan servicing database.

- a) MortgageServ is maintained electronically on GMAC's network
- b) The payment history entries in MortgageServ are generated by the posting of payments or disbursement of funds by GMAC's cashiering department. The servicing comments are entered by various individuals as well as automated entries for system generated notices.

| Teller # | Name                    |
|----------|-------------------------|
| 1050     | Nancy Penca—GMAC        |
| 1711     | John Meinecke—GMAC      |
| 2007     | Ann Langerhans—GMAC     |
| 7038     | Tosha Diehl Mowatt—GMAC |
| 8834     | Peggy Vernitsky—GMAC    |
| 11449    | Henry Casas—GMAC        |
| 12588    | Kelly Looby—GMAC        |
| 12650    | Allison Higgins—GMAC    |
| 17172    | Jeanne Masmila—GMAC     |
| 17777    | Michelle Manuel—GMAC    |
| 19961    | Genova Lee—GMAC         |
| 20136    | Mark Layton—GMAC        |
| 20311    | Andrew Vidos—GMAC       |
| 20312    | Joshua Yaklin—GMAC      |
| 20793    | Kimberly Rojas—GMAC     |
| 21136    | Landon Huck—GMAC        |
| 21293    | Arthur Smith—GMAC       |
| 21317    | Ginger Harrison—GMAC    |
| 21579    | Christine Simpson—GMAC  |
| 21683    | Farhanna Calala—GMAC    |
| 22084    | Reece Sealock—GMAC      |
| 22539    | Derek Harkrider—GMAC    |
| 23177    | Kimberly Wells—GMAC     |
| 23862    | Gillian Martil—GMAC     |
| 30011    | Rebecca Magness—GMAC    |

|       |                     |
|-------|---------------------|
| 30741 | Henry Williams—GMAC |
| 30762 | Ronald King—GMAC    |
| 31951 | Cager Bradley—GMAC  |

DATED this 5<sup>th</sup> day of August, 2011.

**BRADLEY ARANT BOULT CUMMINGS LLP**



David Hill Bashford, Nevada Bar # 11744  
Bank of America Corporate Center  
100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202  
Phone: (704) 338-6000  
Fax: (704) 332-8858  
[dbashford@babc.com](mailto:dbashford@babc.com)


*Attorney for Defendants GMAC Mortgage, LLC,  
Executive Trustee Services, LLC, Illeana Peterson  
and Kahleen Gowen*

VERIFICATION

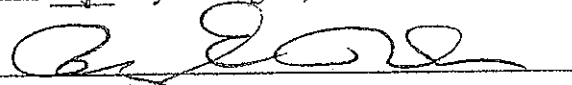
Juan Aguirre being duly sworn, deposes and states:

That he is a manager of litigation support for GMAC Mortgage, LLC and, as such, is authorized to verify the foregoing Amended Responses to Plaintiff's First Set of Interrogatories to Defendant GMAC Mortgage, LLC on behalf of GMAC Mortgage, LLC, that he has read said amended Responses and knows the contents thereof, and that the same are true of his own knowledge and review of GMAC Mortgage, LLC's available corporate records.

GMAC Mortgage, LLC

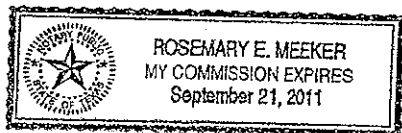
By:   
Name: Juan Aguirre  
Title: Manager—Litigation Support

SWORN TO AND SUBSCRIBED before me  
this 4 day of August, 2011.

  
Notary Public

My Commission Expires: 9/21/11

[SEAL]



CERTIFICATE OF SERVICE

I hereby certify that I have this date served the above and foregoing Response to Interrogatories on:

Thomas P. Beko, Esq.  
Attorney for Plaintiffs  
99 West Arroyo Street  
P. O. Box 3559  
Reno, Nevada 89505  
Telephone: (775) 786-3930  
*Attorneys for Plaintiffs*

by placing a copy of same in the United States Mail, first-class postage prepaid and addressed to his regular mailing address, on this 5<sup>th</sup> day of August.

  
David Hill Bashford

# **EXHIBIT 3**

# **EXHIBIT 3**

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA  
RENO, NEVADA

|                             |   |                                      |
|-----------------------------|---|--------------------------------------|
| PAMELA LONGONI, et al.,     | ) | 3:10-CV-0297-LRH-VPC                 |
|                             | ) |                                      |
| Plaintiff(s),               | ) | <b><u>MINUTES OF PROCEEDINGS</u></b> |
|                             | ) |                                      |
| vs.                         | ) |                                      |
|                             | ) | DATED: July 29, 2011                 |
| GMAC MORTGAGE, LLC, et al., | ) |                                      |
|                             | ) |                                      |
| Defendant(s).               | ) |                                      |
| _____                       | ) |                                      |

PRESENT: THE HONORABLE VALERIE P. COOKE, MAGISTRATE JUDGE  
Deputy Clerk: Lisa Mann Court Reporter: FTR  
Counsel for Plaintiff(s): Thomas Beko  
Counsel for Defendant(s): David Bashford (By telephone)

PROCEEDINGS: HEARING REGARDING STIPULATION (#78)

10:00 a.m. Court convenes.

The Court addresses the parties regarding the purpose of this hearing.

The Court and counsel discuss the parties' stipulation to extend time to file motion to compel (#78).

Having heard from counsel and good cause appearing, the Court finds as follows:

**1. 30(b)(6) depositions:**

- a. Counsel are directed to file a deposition schedule by no later than the close of business on **Friday, August 5, 2011**, for the appropriate 30(b)(6) depositions to be taken in this action for a date prior to October 2011.
- b. The 30(b)(6) depositions of defendants GMAC Mortgage, LLC, Executive Trustee Services, LLC, and Residential Funding Corporation LLC will be conducted in Reno, Nevada.

**2. Proposed final discovery plan and scheduling order:**

Counsel are directed to file a proposed final discovery plan and scheduling order by no later than the close of business on **Friday, August 5, 2011** which outlines what

Pamela Longoni, et al., v. GMAC Mortgage, LLC, et al.  
3:10-CV-0297-LRH-VPC  
July 29, 2011  
Page 2

discovery is required and when such discovery will be completed. The Court advises counsel it will not entertain further extensions of the final discovery plan and scheduling order.

3. **Supplemental answers to plaintiff's interrogatory requests:**

Defendants shall provide supplemental answers to plaintiff's interrogatory requests by no later than the close of business on **Friday, August 5, 2011**.

4. **Properly named defendant:**

Mr. Bashford advises the Court that he has received additional documentation from defendants, which indicate that the owner of the promissory note is Residential Asset Mortgage Products, Inc. Mr. Bashford further advises he does not currently represent Residential Asset Mortgage Products, Inc., and does not know where this entity is located. Mr. Bashford is directed to provide Mr. Beko with the documentation that identifies Residential Asset Mortgage Products, Inc., as the appropriate owner of the note which is the subject of this lawsuit, provide information concerning where this entity conducts business, and provide the name of the person who will represent this entity in this lawsuit by no later than **Friday, August 5, 2011**.

5. **Case management report:**

Counsel are directed to file a joint case management report by no later than **Wednesday, August 10, 2011**, which outlines the status of this case and provides a date certain that the third amended complaint will be filed. Mr. Bashford notes for the record that there will be no opposition to the filing of a third amended complaint. The Court notes counsel for Residential Asset Mortgage Products, Inc., shall enter an appearance after the third amended complaint is filed; thereafter, the Court will set this matter for another case management conference.

Mr. Bashford is directed to express the Court's sentiments to his clients.

IT IS SO ORDERED.

10:30 a.m. Court adjourns.

LANCE S. WILSON, CLERK

By:                     /s/                      
Lisa Mann, Deputy Clerk



# **EXHIBIT 4**

# **EXHIBIT 4**

**CERTIFIED  
COPY**

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA - RENO DIVISION

-oOo-

PAMELA D. LONGONI, individually,  
and as Guardian Ad Litem for LACEY  
LONGONI, and JEAN M. GAGNON,

Case No.  
3:10-CV-00297-LRH- (VPC)

Plaintiffs,

vs.

GMAC MORTGAGE, LLC, a Delaware  
Limited Liability Company, et al.,

Defendants.

---

DEPOSITION OF  
MOST KNOWLEDGEABLE WITNESS ON  
BEHALF OF GMAC MORTGAGE, LLC

JUAN AGUIRRE

September 1, 2011

Reno, Nevada

REPORTED BY: DEBORA L. CECERE NV CCR, #324, RPR

JOB NO. 143998



Page 8

1 Number 1 for identification to this deposition.

2 (Exhibit Number 1 was marked for  
3 identification.)

4 BY MR. BEKO:

5 Q And ask you whether or not you recognize that,  
6 what's depicted in that document.

7 A I haven't seen the notice itself.

8 Q You haven't seen that before?

9 A Not the notice, no.

10 Q Okay. We'll come back to it in a little bit.

11 Is it your understanding, sir, that you are here  
12 today as a, a designated appointee under the Federal Rules  
13 as the person most knowledgeable with regard to General  
14 Motors or GMAC Mortgage, LLC?

15 A Yes.

16 Q All right. Now, my understanding from your  
17 counsel is that you also occupy that same position and  
18 title with regard to the additional defendant in this case,  
19 Residential Funding Company, LLC.

20 Is that your understanding as well?

21 A Yes.

22 Q Okay. We'll come back to that exhibit here in a  
23 little bit.

24 What's your current address, sir?

25 A My work address?

1 Q Sure.

2 A 2711 North Haskell, Suite 900, Dallas, Texas  
3 750 -- 75204. Sorry.

4 Q All right. You indicated that you've been  
5 deposed approximately 25 times in the past; is that  
6 correct?

7 A Correct.

8 Q Okay. I'm going to explain to you a few things  
9 about this deposition process so that you and I don't have  
10 any misunderstanding about the nature of our proceeding.  
11 Okay?

12 You understand you've been placed under oath by  
13 the court reporter that's seated to my left, and that the  
14 oath that she administered to you is the same oath you'd  
15 receive if you were testifying in a court of law before a  
16 judge and a jury.

17 Do you understand that?

18 A Yes.

19 Q Do you understand that oath carries with it the  
20 penalties for perjury?

21 A Yes.

22 Q Do you understand that perjury is a felony in  
23 the State of Nevada?

24 A Now I do.

25 Q During the course of the deposition I'm simply

1 Q At the Bates page 8, there's another individual  
2 by the name of Sandra Guevara, G-U-E-V-A-R-A.

3 Do you know that person?

4 A I do not.

5 Q There's also, in the next entry it looks like  
6 Joselita Aquisay, A-Q-U-I-S-A-Y.

7 Do you know that person?

8 A I do not.

9 Q The Bates page 11, there is a Connie Canada.  
10 Do you know who that person is?

11 A I do not.

12 Q Okay. Showing you what's marked as Exhibit  
13 Number 5 for identification.

14 (Exhibit Number 5 was marked for  
15 identification.)

16 THE WITNESS: Okay. Thank you.

17 BY MR. BEKO:

18 Q Do you recognize this document?

19 A Yes, I do.

20 Q And what is Exhibit 5?

21 A This is the payment history and note history.  
22 Also known as the history of the account.

23 Q Okay. Where, where is this information? This  
24 appears to be a computer-generated document.

25 A Correct.

Page 40

1 Q Where is the information that was used to create  
2 this document? Where is it stored?

3 A This comes from our MortgageServ, Fiserv  
4 system --

5 Q Okay.

6 A -- that we talked about earlier.

7 Q Okay.

8 A Um-hum.

9 Q So when you go in, and like you said you did in  
10 preparing for this deposition, that you went in and looked  
11 at the Fiserv program, is this what you saw in there?

12 A This is the printout. But this information is  
13 in that system itself, yes.

14 Q So when you see it in the system, it doesn't  
15 look like this?

16 A Not exactly like this. Not with the heading,  
17 with a name like this, and this breakdown here on the  
18 principal. But all the entries are the same.

19 Q Okay.

20 A Yeah.

21 Q While we're here, I'm just going to ask you some  
22 general questions about this.

23 A Okay.

24 Q This contains that same number, that 7440353498.  
25 That's the same loan number as on the other document,

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1 Residential Funding Corporation?

2 A To my knowledge, yes.

3 Q All right. What is it?

4 A Residential Funding Corporation -- I don't know  
5 how exactly to explain it. All I know is that at one point  
6 they owned loans and were the investor of loans. That's  
7 all I know --

8 Q All right.

9 A -- regarding that.

10 Q Do you know, is it a corporation?

11 A I don't know if it's a corporation or what it  
12 is. No, I do not.

13 Q Do you know where it's located?

14 A The last time I remember seeing an address was  
15 in Minnesota.

16 Q Now, there's also a name that's frequently used  
17 that I've seen in lots of documents called Residential  
18 Funding Company, LLC.

19 A Okay.

20 Q Do you know -- what do you know about that  
21 company?

22 A I don't know about Residential Funding Company.

23 Q Do you know what the difference is between  
24 Residential Funding Corporation and Residential Funding  
25 Company, LLC?

1 A No.

2 Q Do you -- you don't even know whether they're  
3 two different companies or if they're in any way related or  
4 anything at all; is that correct?

5 A Correct. I don't know if they're related at  
6 all, no.

7 Q Okay. All you know, I guess, as I understand  
8 it, is that what you believe to be Residential Funding is  
9 located somewhere in Minnesota and that they own certain  
10 loans?

11 A Correct.

12 Q Do you know about a company -- well, let me ask  
13 you first.

14 As far as Residential Funding Corporation, do  
15 you know what its relationship to GMAC is?

16 A Yes.

17 Q What is its relationship to GMAC?

18 A Relationship -- regarding this loan, is what I'm  
19 answering to. Is that what you mean?

20 Q No. No. What is its -- is it in any way  
21 related to General Motors -- GMAC Mortgage, LLC?

22 In other words, is it owned -- does one of these  
23 companies own the other company, does one of the companies  
24 have some interest in it?

25 Do you know anything at all about the



1 same page here.

2 A Okay.

3 Q When you say Residential Funding, you don't know  
4 if you're really referring to Residential Funding Company,  
5 LLC, or Residential Funding Corporation, correct?

6 A I'm referring to Residential Funding Corporation  
7 when I'm talking about RFC.

8 Q Okay. All right. And to your knowledge,  
9 Residential Funding Corporation still is in existence  
10 today?

11 A That is my understanding.

12 Q All right. You started to explain to me what  
13 you thought Residential Funding -- and I'm just going to  
14 say -- call it RFC from this point forward.

15 A Okay.

16 Q And you're always going to be talking about  
17 Residential Funding Corporation, correct?

18 A Correct.

19 Q Okay. What is RFC's relationship to GMAC as far  
20 as this loan is concerned?

21 A Regarding this loan, we are the subservicer. We  
22 service on their behalf. They are the master servicer to  
23 this loan, and we have been designated as the subservicer  
24 to service the loan for them.

25 Q Okay. Let me see if I am following you. GMAC

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1 is a servicer for this loan, and the actual servicer was  
2 RFC?

3 MR. BASHFORD: Objection.

4 THE WITNESS: The master servicer is RFC.

5 BY MR. BEKO:

6 Q Right.

7 A And we, meaning GMAC, are the subservicers to  
8 this loan, correct.

9 Q Okay. So, you recall the testimony before about  
10 GMAC not actually owning any of the loans, instead it was  
11 simply contracting with the owner to provide servicing  
12 services for that loan.

13 Do you recall that testimony?

14 A Yes.

15 Q Okay. If I understand what you're saying to me  
16 now, is, is that GMAC did not contract directly with the  
17 owner of the loan, but instead GMAC has a contractual  
18 arrangement with RFC that it's going to perform RFC's  
19 servicing obligations on behalf of RFC, and RFC had some  
20 kind of agreement with the owner that it was supposed to be  
21 the servicer. Is that right?

22 A My understanding is, yes, we do have an  
23 agreement with -- I think it's in the exhibits -- the  
24 Servicer Guide to service the loans for RFC, who is the  
25 master servicer for the owner, or the investor, as they

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1 that's how I have to the best of my knowledge.

2 Q In your information, all the information you  
3 have as to who held and who owned this note and the  
4 mortgage came from this paralegal Rosemary?

5 A Correct.

6 Q And upon belief in the accuracy of what she told  
7 you, you then verified these answers?

8 A Correct.

9 Q Okay. So as we look here, we see something  
10 happening, apparently -- if one were to read the accuracy,  
11 read this accurately, 1/5 of '06, Residential Funding  
12 Company, LLC, as trustee, gets beneficial rights from EC on  
13 1/5/06. And then on 10/8 of '06 Residential Funding Co.,  
14 LLC, but not as trustee, gets transfer of servicing rights  
15 from EC.

16 Do you see that?

17 A I do.

18 Q Do you have any idea, sir, what the difference  
19 is between Residential Funding Company, LLC, as trustee,  
20 and Residential Funding Co. as LLC?

21 A Not right now, no.

22 Q All right. Do you have any idea what  
23 "beneficial rights" mean?

24 A My understanding at that point was that the  
25 rights to the loans were transferred from EquiFirst over to

1 RFC.

2 Q Okay. Loan, meaning the promissory note?

3 A The promissory note and the whole loan itself  
4 was transferred over to RFC.

5 Q Okay. And what, what -- would you define for me  
6 what you mean as "the whole loan itself"?

7 What does that encompass?

8 A Well, the rights to the note itself. The rights  
9 to owning the note at that point. They're the new  
10 beneficiary or the new owner of the note, yes.

11 Q Okay. Do you understand -- is there any  
12 difference in your mind, sir, between the owner of the note  
13 and the beneficiary of the note?

14 MR. BASHFORD: Objection.

15 THE WITNESS: No. To me, the beneficiary and  
16 the owner of the note, to me, it means that they own the  
17 note, that they hold the note, yes.

18 BY MR. BEKO:

19 Q Okay. Do you understand there to be any legal  
20 significance of the word "holder" of a note?

21 MR. BASHFORD: Objection.

22 BY MR. BEKO:

23 Q Do you have any knowledge of the legal  
24 significance of the word "holder" of the note?

25 A I'm not an attorney, legal language. Yeah.

1 A Correct.

2 Q Have you seen, at any time in your career with  
3 these companies, the original promissory note?

4 A No.

5 Q Do you have any idea where that original  
6 promissory note is today?

7 A Nope. Sorry. No.

8 Q That's okay. Thank you.

9 Have you ever seen a copy of that promissory  
10 note?

11 A The one that we had a copy of or what's out  
12 there today?

13 Q Let's talk about -- if there's something  
14 different, let's talk about -- it's a good answer.

15 Let's talk first about the one you say "we had."  
16 And when you say "we," who is "we"?

17 A Well, a copy of it, as you stated. I mean, we,  
18 GMAC, had a copy imaged in our system of the promissory  
19 note. That's in the Looking Glass, as I stated earlier.

20 Q Okay.

21 MR. BEKO: And I'm going to go ahead and mark as  
22 an exhibit this document.

23 (Exhibit Number 8 was marked for  
24 identification.)

25 ///

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1 A I don't know if it's the back side. . . Again, I  
2 think we discussed that earlier, that to me the images are  
3 just showing, you know, in my imaging system as one page.

4 Q Okay. But so we're clear --

5 A Okay.

6 Q -- when you see this document in your imaging  
7 system, it's the only place that you know that you can go  
8 to, to find this document, correct?

9 A Yes.

10 Q You couldn't walk down the hall, open the door  
11 and go out and pull it out and look at the actual hard  
12 copy.

13 You don't know that that document exists  
14 anywhere where you can go do that, correct?

15 A Not in my office. I think we discussed earlier  
16 that it's kept with the custodian in, in their office or  
17 wherever they keep it.

18 Q And who is the custodian?

19 A I think we discussed it was RFC.

20 Q Okay. So you think that it's possible that you  
21 could go to RFC's office -- and that's in Minnesota, right?

22 A Correct.

23 Q And you think you could go to their office and  
24 you think you could find this note, the original note, in  
25 their office?

1 A If there's more to it, I don't know.

2 Q All right. Let's take a moment, sir, and talk  
3 for a second about this apparent company, Residential Asset  
4 Mortgage Products, Inc.

5 What do you know about that company?

6 A All I know is that they purchased the loans,  
7 which happened to be also the Longoni loan along with it,  
8 and they purchased the pool of loans. That's my  
9 understanding.

10 Q Okay.

11 A They assumed the loans, I guess.

12 Q Do you know what Residential Asset Management  
13 Products, Inc. is from the standpoint of a business entity?  
14 For instance, is it a corporation, is it an LLC?

15 A Well, my understanding, per the document, it's a  
16 Delaware corporation.

17 Q Okay. And do you know when it was created?

18 A No, I do not.

19 Q Do you know where its business -- where its  
20 principal place of business is?

21 A No, I do not.

22 Q Have you ever been there, to any offices of  
23 Residential Asset Management Products, Inc.?

24 A No, I have not.

25 Q To your knowledge, does it even have a business

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1 address anywhere?

2 A I do not know.

3 Q Do you know how many employees it has?

4 A I do not.

5 Q Have you ever heard, sir, of, of a trust known  
6 as RAMPI 2005 EFC7?

7 A Yes.

8 Q What is that?

9 A My understanding is when RAMPI, or Residential  
10 Asset Mortgage Products, took the loans, they put it into a  
11 trust, and they are what we call the investor now. That's  
12 my understanding.

13 Q So it's your understanding -- let me just ask  
14 you this basic question.

15 A Sure.

16 Q Do you understand what a trust is?

17 MR. BASHFORD: Objection.

18 THE WITNESS: A trust is, to my understanding,  
19 is -- and this we learned in the mortgage. There's loans  
20 and there's investors, individuals who invest in those  
21 loans. And -- I guess I'm going back to what a trust and a  
22 trustee is with regular individuals, and U.S. Bank being  
23 the trustee that oversees that trust and what's going on  
24 with the loan.

25 ///



1 BY MR. BEKO:

2 Q In a legal sense, a trust is a separate legal  
3 entity, like a corporation or a limited liability company.  
4 It's created as a separate legal entity. And then  
5 sometimes people talk about putting money or something in a  
6 trust fund, which is just like an account. It doesn't  
7 create a separate legal entity.

8 Do you know whether or not this RAMPI that's  
9 described as a trust, or, excuse me, RAMPI 2005 EFC7, is  
10 actually a separate legal entity?

11 MR. BASHFORD: Objection.

12 THE WITNESS: My understanding is it's a  
13 separate entity from the Residential Asset -- sorry,  
14 Mortgage Products, RAMPI. It's a totally different entity.  
15 That is my understanding. Yes.

16 BY MR. BEKO:

17 Q And when was that trust formed?

18 A I don't know the exact date that I recall.

19 Q But, but that trust, to your knowledge, as the  
20 person most knowledgeable with GMAC, is the owner of the,  
21 of the note, the promissory note, the Longoni promissory  
22 note. Is that your understanding?

23 A That's my understanding.

24 Q If you look, sir, at Exhibit Number 10 --

25 A Okay.

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1 Number 14.

2 A Okay.

3 Q Is this the document that modified the original  
4 promissory note, to your knowledge?

5 A Yes.

6 Q All right. And according to this, this  
7 modification occurs on the 2nd day of November, 2007,  
8 correct?

9 A Sorry. My eyes are a little blurry right now.

10 Q That's okay.

11 A November 2007, effective, yes. The 2nd day,  
12 correct.

13 Q All right. And at that time, November 2nd of  
14 2007, Homecomings Financial, LLC, certainly was not the  
15 lender because RFC bought the loan from EquiFirst, and then  
16 in December of 2005 sold the loan to RAMPI.

17 A Correct.

18 Q So where this document lists Homecoming  
19 Financials as the lender, they weren't the lender, were  
20 they?

21 MR. BASHFORD: Objection.

22 THE WITNESS: Not on November 2nd, 2007.

23 BY MR. BEKO:

24 Q Okay. If you see the second paragraph of this  
25 document, it says:

1 Borrower acknowledges that lender is  
2 the legal holder and the owner of the  
3 note and security instrument, and  
4 further acknowledges that if lender  
5 transfers the note as amended by this  
6 agreement, the transferee shall be  
7 the lender as defined in the  
8 agreement.

9 Correct?

10 A That's what it says, yes.

11 Q All right. Clearly in November 2nd, 2007,  
12 Homecomings Financial did not -- or was not the legal  
13 holder and owner of the note and security interest, were  
14 they?

15 MR. BASHFORD: Objection.

16 THE WITNESS: Not November 2nd, 2007.

17 BY MR. BEKO:

18 Q Okay. To your knowledge, has anyone ever  
19 questioned or raised how it is that Homecomings Financial  
20 is out there modifying a note and security interest that  
21 they didn't own anymore?

22 A They didn't own it, but Homecomings Financial at  
23 that point was the subservicer.

24 Q Okay.

25 A So Homecomings Financial, who is now GMAC, was

1 mortgage amount is.

2 A Correct.

3 Q Modification team, explain to me how that  
4 differs from the, quote/unquote, repayment plan team.

5 A A modification team is where the loan is  
6 actually being modified, where the interest rates are  
7 either being lowered or capping some arrears into the loan,  
8 where the loan is being modified. Maybe the terms of the  
9 loan are being changed. There's some modification being  
10 done to the loan.

11 Q Okay.

12 A Repayment plan or -- that area is more of either  
13 you're going to repay all of your debt in a certain amount  
14 of time, or you make certain payments until we can see if  
15 we can work some other type of loss mitigation option for  
16 you.

17 Q Okay. Are all of these things that you've  
18 described under the umbrella of loss mitigation?

19 A Yes.

20 Q All right. Any other, any other divisions  
21 within what, I guess, you'd call loss mitigation?

22 A Areas?

23 Q Yes.

24 A Those are the only ones with regard to loss  
25 mitigation. They're either a loan mod, sort sale, deed in

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1 started out.

2 Q It makes good sense to me.

3 A It used to be like that in the olden days.

4 Q Seems to me if they had that in this case we  
5 wouldn't be here.

6 A Let me see. That's all I can think of.

7 Q Okay.

8 A I'm sure there's more departments out there.

9 Q What is the -- what's the mediations department?  
10 What do those people do?

11 A Those individuals are -- work with the  
12 foreclosure department, and foreclosure loans, loans that  
13 are on foreclosure that are going to be mediated prior to  
14 maybe going into foreclosure, see if they can work with  
15 them. They try to work some sort of modification or some  
16 sort of repayment plan at the mediation itself.

17 Q Are those typically court-ordered mediations or  
18 are they --

19 A My understanding, certain states are court  
20 ordered and some states are voluntary.

21 Q Okay. In this case, this never went through a  
22 mediation here in Nevada, did it?

23 A Not that I'm aware of.

24 Q Do you know why not?

25 A No, I do not.

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1 modified. It's considered current. They've either capped  
2 their arrearage or forgave some debt or whatever they did  
3 to bring the loan current at that point regarding  
4 remodifying the loan. So it leaves loss mitigation.  
5 There's no need for loss mitigation. It's complete. And  
6 it goes back to the regular cycle.

7 Q When did it come back to loss mitigation then?

8 A My understanding is that modification, it was --  
9 November of -- 2008, I think it was like November or  
10 December of 2008 is when they started falling delinquent  
11 again. And at that point, that's when they started seeking  
12 assistance, if I'm correct.

13 Q And your knowledge about that comes only well  
14 after the fact in going back and trying to look at records  
15 or something; is that right?

16 A Yes.

17 Q You were not involved in any aspect of dealing  
18 with the Longoni/Gagnon loan at any time until after this  
19 litigation ensues; is that correct?

20 A Correct.

21 Q Okay. So any knowledge that you may have had  
22 about how it was being handled or whatever comes as a  
23 result of getting information from someone else?

24 A Information from someone else, and the  
25 documents, correct.

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1 A As stated earlier, in the Servicer Guide over  
2 here, which I'm -- it's part of the production:

3 Q Okay. Let's kind of go through that.

4 A Okay.

5 Q I'm going to show you a document that's marked  
6 as Exhibit Number 15.

7 A Okay.

8 (Exhibit Number 15 was marked for  
9 identification.)

10 MR. BEKO: And just for the record, that is  
11 Bates numbers RFC 1293 through RFC 571, although I think  
12 there are some -- it's hard to tell with the Bates, but I  
13 think there are some omissions.

14 BY MR. BEKO:

15 Q Do you recognize this document?

16 A Yes.

17 Q All right. Now, your testimony is that at some  
18 point in time during this loan modification request from  
19 the Longonis, this document, Exhibit Number 15, was what  
20 was followed by loss mitigation employees of GMAC when  
21 requested to modify the Longoni loan?

22 A This is a, what, the guide, yes, to working a, a  
23 modification. We would follow the rules from here,  
24 correct.

25 Q All right. Now, this Servicer Guide says -- it

1 has on here "GMAC-RFC."

2 Do you see that?

3 A Yes, I do.

4 Q Do you know why -- I mean, who actually prepared  
5 this?

6 A The document itself?

7 Q Yeah.

8 A I don't know the person who prepared it, but  
9 just by reading the document at the bottom, it's a 2008  
10 Residential Funding Corporation, all rights reserved.

11 So --

12 Q And I certainly see that.

13 A Um-hum.

14 Q But it -- what I understand was that RFC was the  
15 master servicer; it was the one that was calling the shots  
16 as far as the servicing was concerned. Correct?

17 A They delegated the authority to us to service  
18 the loan and work the loans if modifications needed to be  
19 done.

20 Q Right.

21 A Again, like I stated earlier, if there was a  
22 certain level above the authority, then of course, you  
23 know, we had to work up.

24 Q Right. And I think I understand what you're  
25 saying.



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1 Q Gagnon?

2 A -- Mr. Gagnon maybe were qualified for a  
3 different type of modification.

4 Q All right. And that's kind of what my question  
5 is.

6 A Okay.

7 Q Was there some point -- let me ask you this.

8 Exhibit 15 was what we started with in 2009 as  
9 far as loan modifications were concerned. That's what  
10 governed the decision-making process of GMAC employees when  
11 2009 started, correct?

12 A Right, when 2009 started. This started in 2008.  
13 Correct.

14 Q Okay. Was this Servicer Guide, these rules,  
15 guidelines, whatever, were they discontinued when HMP came  
16 into place, or were they simply supplemented by HMP, being  
17 an additional method or means by which to review loan  
18 modification?

19 A HMP was a different method, totally different  
20 modification, different guidelines that we would have to  
21 follow for a different type of modification. But these  
22 were not discontinued. They were still in effect.

23 Q Okay. So is it your understanding that the  
24 employees of GMAC who were dealing with loan modification  
25 could consider it under either the original GMAC-RFC

1 Servicer Guide, Exhibit 15, or they could do it under HMP  
2 as well?

3 A Yes. We would look at both options to see what  
4 would be best for the borrower.

5 Q Okay.

6 MR. BEKO: You know what? I'm sorry. I never  
7 gave you the copy. And part of it is on yellow because of  
8 copy machine failure.

9 BY MR. BEKO:

10 Q Do you know who -- strike that.

11 Was a decision ever made, to your knowledge,  
12 that the Longonis -- or Pam Longoni could not qualify under  
13 the GMAC guidelines?

14 A My understanding is that they were reviewing her  
15 loan for a modification when she called in and informed us  
16 of her financial difficulties. But they were reviewing.  
17 That was, that's my understanding at that point.

18 And then at a certain point then they stated  
19 that they were going to maybe look at a HMP modification.

20 Q And when does HMP come into play? When does it  
21 take effect, the new guidelines that they --

22 A I remember HMP coming in, actually, in the world  
23 back in March of 2009. And I think it was sometime in May  
24 of 2009, is when we started working with the HMP  
25 modifications, is what I recall.

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1 page.

2 MR. BASHFORD: Well, I'm going to object to  
3 asking him questions about an incorrect e-mail chain,  
4 because the first page --

5 MR. BEKO: Well, you can make whatever objection  
6 you want.

7 (Exhibit Number 16 was marked for  
8 identification.)

9 BY MR. BEKO:

10 Q Mr. Aguirre, I'm showing you what's been marked  
11 Exhibit Number 16 for identification.

12 A Okay.

13 MR. BASHFORD: All right. I continue my  
14 objection. This is an incomplete e-mail.

15 MR. BEKO: Okay.

16 (Exhibit Number 17 was marked for  
17 identification.)

18 BY MR. BEKO:

19 Q Again, directing your attention to this, this  
20 e-mail from Mr. Stephenson indicating where he saw an  
21 e-mail stating that the mod had been approved yesterday but  
22 that's all he knows, do you see that?

23 A I do see that.

24 Q Who wrote that e-mail that approved the mod on  
25 June 29th?

1 A I don't know.

2 Q Have you ever seen that e-mail?

3 A No, I have not.

4 Q Have you ever looked for it?

5 A I have not.

6 Q Do you know, has anybody ever looked for it?

7 A I don't know.

8 Q Do you know whether or not e-mail communications  
9 from your GMAC employees are kept by GMAC?

10 A They are not kept by GMAC. An e-mail, just like  
11 any e-mail from Outlook, it can be saved or it can be  
12 deleted by the individual.

13 Q Is what their e-mail system is, is Outlook?

14 A That's what we use, or GMAC uses.  
15 (Exhibit Number 18 was marked for  
16 identification.)

17 BY MR. BEKO:

18 Q Showing you what's marked as Exhibit Number 18  
19 for identification.

20 MR. BASHFORD: Are we on 18?

21 THE WITNESS: No. This should be 17.

22 MR. BEKO: I already marked a different one 17.

23 THE WITNESS: Okay.

24 BY MR. BEKO:

25 Q Do you recognize this document?

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1 BY MR. BEKO:

2 Q Okay.

3 A -- that 27 is here.

4 Q To your knowledge, has anyone ever made an  
5 attempt to locate that e-mail?

6 A To my knowledge, I don't know of anyone.

7 Q Okay. Were you ever asked to assemble records  
8 responsive to the requests for production of documents?

9 A No.

10 Q Who was responsible for assembling the documents  
11 in response to the request for production?

12 A I cannot give a specific name. The only name  
13 that might pop up would be probably Rosemary Meeker, since  
14 she's in the legal department and would assist with these  
15 kind of requests.

16 Q Was there ever, to your knowledge, any hold  
17 placed of any type of the e-mail account of Nate Stephenson  
18 or other employees who worked on the Longoni matter?

19 A Hold on e-mail accounts? Can you explain what  
20 you mean by hold?

21 Q Sure. Was there ever any attempt to capture  
22 their e-mail communications, these people that worked,  
23 especially Nate Stephenson, on this loan modification?

24 Was there ever any attempt to capture their  
25 e-mail communications --

1 MR. BASHFORD: Objection.

2 BY MR. BEKO:

3 Q -- so they wouldn't be lost?

4 A That, I don't know.

5 Q You didn't undertake any effort to try to  
6 capture those and preserve them?

7 A No. I wouldn't do that, no.

8 Q And no one ever asked you to do that?

9 A No.

10 Q Were you aware before you came here today that  
11 there was an e-mail communication from Nate Stephenson  
12 saying that their mod had been approved?

13 A I had read some e-mail communications which were  
14 in the documents regarding this e-mail, if I'm correct, in  
15 there somewhere, I think, where he stated that there was a  
16 modification approved.

17 Q So just within the last week or so, since last  
18 week, is when you first saw that e-mail noting that the  
19 modification had been approved?

20 A The first time I saw the e-mail was last week,  
21 yes.

22 Q Okay. Any idea what happened? Assuming that  
23 Mr. Stephenson is being truthful in his report on this  
24 e-mail communication to Ms. Longoni, do you have any idea  
25 what happened to that approved modification?

1 employees how to handle loan modifications, et cetera,  
2 under the Servicer Guide, Exhibit 15.

3 A Correct.

4 Q Okay. Exhibit 21 is a training tool to instruct  
5 employees how to handle home modification under the HMP  
6 program, correct?

7 A Correct.

8 Q Is there a document that describes the HMP  
9 program that is similar to Exhibit Number 15?

10 A I know there's another document regarding the  
11 HMP program, which is also with the documents in discovery,  
12 which I saw when I was reviewing. Not that thick as the  
13 servicer guidelines, but there is another document.

14 (Exhibit Number 22 was marked for  
15 identification.)

16 BY MR. BEKO:

17 Q Showing you what's marked as Exhibit Number 22  
18 for identification.

19 MR. BEKO: Counsel, again, this is GMAC 02-193  
20 through 236.

21 BY MR. BEKO:

22 Q What, what is Exhibit Number 22?

23 A Exhibit 22 is -- it's actually a, a set of  
24 checklists on how to go about doing certain modifications.  
25 Like we have a, a trial modification, permanent

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1 modification approval. It's a checklist on how to go into  
2 our system and what needs to be requested, a step-by-step  
3 checklist for the individuals working the modifications.

4 Q So this would apply to the, both the, I guess,  
5 the GMAC type refinance as reflected in Exhibit 15 as well  
6 as the HMP as well? Is that right?

7 A Not refinance, but loan modification.

8 Q Loan modification.

9 A Yes. And the HMP. Also there's a checklist  
10 here for the HMP as well included.

11 Q Right. Okay. So tell me how, how do these two  
12 interplay with one another, Exhibit 22 and 15?

13 A Well, this is the checklist. This is how we go  
14 into our system and how to go into screens and see if they  
15 qualify for certain programs. It's part of the servicing  
16 of the loan, which would fall into part of the servicing  
17 guides and how we should service loans.

18 Q Okay. That is not a description of the HMP  
19 program like Exhibit 15 is for the GMAC traditional?

20 A No, no. This is just a checklist on how to  
21 conduct certain modifications. There's several different  
22 checklists in here. There's not one checklist. There's  
23 actually several, like you have the trial permanent  
24 modification checklist, and if you keep going, special  
25 servicing checklist.



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1 A Yes. That would be a non-HMP modification,  
2 which would be traditional. Irregular modification on a  
3 loan, correct.

4 Q Was there anything other than traditional  
5 modification that was being used by GMAC before HMP came  
6 along?

7 A In terms of modifications, it was a -- we had  
8 what was called a trial modification, which was kind of  
9 sort of like a repayment plan where there was maybe three  
10 payments to see if the borrower can afford something while  
11 we looked at the traditional modification. But not --  
12 until HMP came along, then we started doing HMP  
13 modifications.

14 Q Along with the traditional one, correct?

15 A We were also doing -- at the same time, yes.

16 Q Okay. And there was nothing, as far as you  
17 know, that required any of your employees to choose one  
18 plan over the other?

19 A Well, what we do is we look at the finances, the  
20 hardship, what the borrower can afford. If they don't fall  
21 within a traditional modification, of course, at that point  
22 when HMP came around it was a little bit more -- what's the  
23 word I'm trying to use -- be aggressive, or we can change  
24 more.

25 Q More liberal?

1 A More liberal. We can reduce the interest more,  
2 maybe extend the terms a little bit more.

3 Q All right.

4 A So if they couldn't afford it in the  
5 traditional, we would then, by all means, try and see if  
6 they would fit into a HMP modification.

7 Q All right. And was there some benefit to GMAC  
8 financially if they modified or agreed to a modification  
9 for a homeowner?

10 In other words, did GMAC ever receive any kind  
11 of compensation, federal or otherwise, for putting people  
12 into these programs?

13 A From reading my documents, yes, there were  
14 incentives to the servicer when they were -- when there was  
15 a successful completed modification, both in a traditional  
16 and on the HMP as well.

17 Q All right. And how about compensation from the  
18 federal government? Did, did, did GMAC or the investor, to  
19 your knowledge, ever receive any type of federal funds in  
20 response to any -- and especially with regard to the  
21 Longoni loan -- did they ever receive any kind of  
22 compensation, payment, anything?

23 A From the government?

24 Q Um-hum.

25 A I wouldn't know. Not that I'm aware of. But

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1 says, you know:

2 Understand the background of the  
3 Making Home Affordable Program, Obama  
4 Mod HMP.

5 Is it your understanding the Obama Mod and HMP  
6 is the same thing?

7 A Yes.

8 Q Okay. Now, this shows that it has a date on it  
9 of 3/8 of '10.

10 A Correct.

11 Q Is this a training material didn't come about  
12 until March of '10?

13 A Yes, because that's when the program was  
14 starting to -- well, I'm sorry. That's 2010.

15 March of 2009 is when the program started  
16 rolling out. So I don't know if this was a revised copy or  
17 not. It doesn't say revised.

18 MR. BASHFORD: I'll make a copy now.

19 (Whereupon a recess was taken.)

20 MR. BEKO: Back on the record.

21 (Exhibit Number 26 was marked for  
22 identification.)

23 BY MR. BEKO:

24 Q Showing you what's marked as Exhibit Number 26  
25 for identification.

1 contribution of 1600.

2 Is that correct?

3 A That's correct.

4 Q All right.

5 Upon successful completion of the  
6 trial the estimated mod terms will be  
7 mod type.

8 What does that mean? Cap?

9 A Cap, they're going to capitalize the  
10 delinquency. The remaining balance would be capped onto  
11 the loan.

12 Q Okay.

13 Interest rate type. ARM to ARM.

14 A It was an adjustable rate mortgage, and it was  
15 going to be kept as an adjustable rate mortgage if it went  
16 to modification.

17 Q Okay. The interest rate would be 3.25?

18 A Correct.

19 Q Index rate was 3.9?

20 A Correct.

21 Q What is an index rate 3.9?

22 A I'll be honest with you, index rate and margin  
23 rates, those are two things that I don't know the  
24 calculations of those.

25 Q Okay. ARM freeze meaning it's a five-year

1 60 days. No guarantees... I tried to  
2 update DTI calculator but borrower  
3 did not know her gross income. Said  
4 she would call back tomorrow because  
5 she had to go to work.

6 Q All right. Apparently something else is going  
7 on down there. I don't know if it's a further extension.  
8 We see a 1025 -- 10:25:

9 Do you know what those numbers relate to?

10 A No. I'm not going to guess. No, I don't.

11 Q All right. Do you see this? It says:

12 Pay cuts start 9/28. Ongoing.

13 Tell me what that note means to you.

14 A That's a continuation from the one above it,  
15 where it says reason for default. SPS. I don't know what  
16 the SPS means. Had to get another job and took a pay cut.  
17 Start on 9/2008 ongoing.

18 I don't know what the MI stands for, but:

19 \$1800 a month. Advised foreclosure  
20 sale date on hold. Late charges and  
21 credit reporting continues.

22 H. Casas.

23 I don't know who that is.

24 Q Let's see if we can figure that out.

25 A Okay.

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1 Q Henry Casas?

2 A Correct.

3 Q Okay. The following day you go down and it --  
4 on 7/10/09?

5 A Um-hum.

6 Q 2928. It says:

7 Repay plan cancelled automatic.

8 A Okay.

9 Q And explain to me what that is.

10 A There was four payment plans to that repayment  
11 plan, the \$1600, March 30th, April 30th, June 30th -- wait.  
12 Sorry. March, April, May, June 30th was that balloon  
13 payment that we talked about. That payment was not made so  
14 instead of manually like the last one we saw where someone  
15 manually cancelled it, the system automatically cancelled  
16 it when we don't receive that full amount.

17 Q Okay. So that would have actually been -- that  
18 would have been effective as of June 1st.

19 A Which one?

20 Q The failure to make the payment would have been  
21 on June 1st?

22 A March 30th. April, May, June 30th was when her  
23 final payment was due. So July 1st would have been  
24 considered late. So the payment plan was cancelled after  
25 that payment wasn't received, the June 30th balloon payment

1                   Obama Workout Package provided to  
2                   date. 30 days to sale. No contact  
3                   letter.

4           A       I see that it says 30 days to sale. But I don't  
5           see it in the body of the letter.

6           Q       You can see it at the bottom?

7           A       I see it at the bottom. 30 days to sale.

8           Q       Okay.

9           A       Exactly.

10          Q       Were you involved -- strike that.

11                   Did you ever know that there was an effort made  
12           to try to get this property back after the sale?

13          A       There was an understanding -- I have an  
14           understanding that they were trying to get the property  
15           back, yes.

16          Q       Why?

17          A       I don't know. All I know is that they were  
18           trying to get the property back at one point.

19          Q       Were you at involved in the negotiation process  
20           with the purchaser where GMAC was trying to get the  
21           property back?

22          A       No.

23          Q       Did anybody ever tell you that GMAC made a  
24           mistake with regard to foreclosing on this property?

25                   MR. BASHFORD: Objection to the extent it calls

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1 for privileged information.

2 BY MR. ADAMS:

3 Q Did anybody ever -- other than an attorney --  
4 tell you that GMAC made a mistake in foreclosing on this  
5 property?

6 A No.

7 Q Who did you talk with about this attempt to get  
8 the property back?

9 A I wasn't talking -- it was just in conversation.  
10 Ms. DeSilva mentioned something at one time. And --

11 MR. BASHFORD: Objection.

12 BY MR. BEKO:

13 Q Okay. She's an attorney, right?

14 A Yes.

15 Q I don't know want you to tell me about what an  
16 attorney for GMAC told you. If you had a discussion with  
17 anyone other than an attorney about the attempt to get the  
18 property back, that's what I'm looking for.

19 A Rosemary Meeker. She's not an attorney.

20 Q Okay. What did Rosemary Meeker tell you?

21 MR. BASHFORD: Objection.

22 THE WITNESS: That at one point that they were  
23 trying to get the property back. That's what I was  
24 informed.

25 ///



1 STATE OF NEVADA )  
2 ) ss.  
3 WASHOE COUNTY )

4 I, DEBORA L. CECERE, a Certified Court Reporter, State  
5 of Nevada, do hereby certify:

6 That on Thursday, the 1st day of September, 2011, at  
7 the hour of 8:57 A.M. Of said day, at 99 West Arroyo  
8 Street, Reno, Nevada, personally appeared JUAN AGUIRRE, who  
9 was duly sworn by me to testify the truth, the whole truth,  
10 and nothing but the truth, and thereupon was deposed in the  
11 matter entitled herein;

12 That I am not a relative, employee or independent  
13 contractor of counsel to any of the parties; or a relative,  
14 employee or independent contractor of the parties involved  
15 in the proceeding, or a person financially interested in  
16 the proceeding;

17 That said deposition was taken in verbatim stenotype  
18 notes by me, a Certified Court Reporter, and thereafter  
19 transcribed into typewriting as herein appears;

20 That the foregoing transcript, consisting of pages 1  
21 through 277 is a full, true and correct transcription of my  
22 stenotype notes of said deposition.

23 DATED: At Reno, Nevada this 12th day of September,  
24 2011.

25   
DEBORA L. CECERE, NV CCR #324, CA CSR #8821

# **EXHIBIT 5**

# **EXHIBIT 5**

CERTIFIED  
COPYReno  
Carson CityUNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA - RENO DIVISION

-o0o-

PAMELA D. LONGONI,  
individually and as Guardian  
Ad Litem for LACEY LONGONI,  
and JEAN M. GAGNON,

Case No. 3:10-CV-00297-LRH-(VPC)

Plaintiffs,

vs.

GMAC MORTGAGE, LLC, a Delaware  
Limited Liability Company, et  
al.,Defendants.  

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DEPOSITION OF

MYRON RAVELO

SEPTEMBER 8, 2011

RENO, NEVADA

REPORTED BY: CORRIE L. WOLDEN, NV CSR #194, RPR, CP

JOB NO. 144002



MYRON RAVELO - 9/8/2011

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1 Products, Inc.?

2 A Not that I'm aware of.

3 Q Do you know whether or not ETS has any contractual  
4 relationship with Residential Funding Corporation?

5 A No.

6 Q Do you know whether ETS has any contractual  
7 relationship with Residential Funding Company, LLC?

8 A No.

9 Q Do you know whether Executive Trustee Services has  
10 any contractual relationship with a company known as MERS?

11 A No.

12 Q Do you know whether or not Executive Trustee  
13 Services has any contractual relationship with a trust known  
14 as RAMP 205EFC?

15 A No.

16 Q And, I'm sorry, that was RAMP 2005, like the year  
17 2005.

18 A No.

19 Q Okay. Are you aware of any assignment of rights  
20 that Executive Trustee Services has received from this trust  
21 RAMP 2005EFC?

22 A No.

23 Q Are you aware of any assignment of rights from  
24 Residential Asset Mortgage Products, Inc. to Executive  
25 Trustee Services?

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1 A No.

2 Q Are you aware of any assignment of rights between  
3 Residential Funding Company, LLC and Executive Trustee  
4 Services?

5 A No.

6 Q Are you aware of any assignment of rights from  
7 Residential Funding Corporation to Executive Trustee  
8 Services?

9 A No.

10 Q And are you aware of any assignment of rights from  
11 GMAC Mortgage, LLC to Executive Trustee Services?

12 A No.

13 Q Are you aware of any assignment of rights between  
14 Homecomings Financial, LLC and ETS?

15 A No.

16 Q You had indicated before that there were other  
17 vendors that ETS uses, I guess, to perform its services.  
18 Before we go there, I want to just have you describe for me  
19 what you believe ETS does as a business.

20 A ETS prepares and processes the foreclosure file  
21 for our clients.

22 Q All right. And so preparing and processing the  
23 foreclosure file, does that include actually engaging in the  
24 process of foreclosing upon a piece of property?

25 A Physically, no, but the documentation, yes.

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1 the right to get the collateral back if the loan is not  
2 paid, correct?

3 MR. BASHFORD: Objection.

4 THE WITNESS: Yes.

5 BY MR. BEKO:

6 Q Do you know who owned the Promissory Note when  
7 this assignment came to ETS?

8 MR. BASHFORD: Objection.

9 THE WITNESS: No.

10 BY MR. BEKO:

11 Q Do you have any idea who held -- Do you know what  
12 a holder is of a Promissory Note?

13 MR. BASHFORD: Objection.

14 THE WITNESS: Just from what I understand, it is  
15 who has the actual physical note, original.

16 BY MR. BEKO:

17 Q Okay. Good. Do you know who held the Promissory  
18 Note when this assignment came to GMAC, or to ETS?

19 MR. BASHFORD: Objection.

20 THE WITNESS: No.

21 BY MR. BEKO:

22 Q To your knowledge did anyone ever attempt to make  
23 any inquiry as to who actually held the Promissory Note at  
24 the time that the foreclosure was started?

25 MR. BASHFORD: Objection.

1 THE WITNESS: No.

2 MR. BEKO: Well, can you be more specific,  
3 Counsel?

4 MR. BASHFORD: It is a legal question about the  
5 definition of what the holder of the note is.

6 MR. BEKO: Okay.

7 MR. BASHFORD: He is not a legal expert.

8 BY MR. BEKO:

9 Q Do you know, sir, at the time -- This foreclosure  
10 was started on or about the 20th of February of 2009,  
11 correct?

12 A Correct.

13 Q Does ETS have any idea who was in possession of  
14 the Promissory Note?

15 A No.

16 Q Does ETS have any idea who was in possession of  
17 the Deed of Trust?

18 A Not physical, but no.

19 Q How about anything other than physical? Who was  
20 in possession of it, if it is not physical?

21 A ETS would assume GMAC would have it.

22 Q Okay. Do you know who MERS is?

23 A I know, yes.

24 Q What is MERS?

25 A From what my understanding is, it is a company

1 Q All right. So if there was, if this wasn't in the  
2 name of MERS, then in order to record the Notice of Default,  
3 or tell me. I'm sorry, I'm not --

4 A In order, because of the fact that we have to  
5 prepare and record a notice, a Substitution of Trustee and a  
6 Notice of Default, if the property was not originated under  
7 MERS, we would have to then prepare an assignment to make  
8 sure that the signatory and Substitution of Trustee has the  
9 same authority to go ahead and proceed with recording of the  
10 Notice of Default to proceed with the foreclosure.

11 Q Okay. Let me stop you just a second. Would you  
12 please read that answer back for me?

13  
14 (The answer was read by the Reporter.)

15  
16 BY MR. BEKO:

17 Q All right. I guess I'm not quite sure. If MERS  
18 isn't listed, correct, then you have to prepare an  
19 assignment, correct?

20 A Correct.

21 Q And an assignment of what?

22 A An assignment of the Deed of Trust.

23 Q All right. And assignment of the Deed of Trust  
24 from whom to whom?

25 A Whoever the original lender or beneficiary of that



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1 Deed of Trust is to whoever GMAC is notifying us to  
2 foreclose under.

3 Q I see. So because they are saying to you do it in  
4 MERS' name, you don't have to go get any assignment of the  
5 Deed of Trust?

6 A From what we know now.

7 Q From what you know now?

8 A No, from what we know, we don't have to. We did  
9 not have to at that time.

10 Q Has that changed now?

11 A Yes.

12 Q What is different about that now?

13 A Everything is assigned out.

14 Q Right. Meaning when you now do foreclosures, you  
15 get an assignment from the original lender of the Deed of  
16 Trust, correct?

17 A That's correct.

18 Q When did that change?

19 A I believe the exact date was October 19, 2009.  
20 I'm sorry, 2010.

21 Q October 19th, 2010?

22 A That's correct.

23 Q And what happened to prompt that change?

24 A I'm not exactly 100 percent sure what exactly  
25 happened.

1 Q So after 2010, whoever is listed as the lender on  
2 the Deed of Trust then has to give an assignment to ETS  
3 before you begin the foreclosure process?

4 A That's correct.

5 Q Okay. And how do you know this date of October  
6 19th?

7 A There was a communiqué, a memo, a company memo.  
8 It is either October 19th or 18th.

9 Q Okay.

10 A It is around that time frame.

11 Q All right. So now when ETS does a foreclosure,  
12 they will get an assignment of the Deed of Trust, and will  
13 they still do the Substitution of Trustee?

14 A Yes.

15 Q And then they will do the Notice of Default?

16 A Correct.

17 Q Okay. All right. And you don't remember anybody  
18 telling you why it was that they were changing this  
19 procedure by which to complete foreclosures?

20 A No, not -- no.

21 Q You don't have any idea?

22 A I personally do, just from what I read and  
23 reviewed, but not --

24 Q Okay. Tell me what your understanding is as to  
25 why this change was made.

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1 A I don't think it is a fair statement to say we  
2 never have to, but we are obtaining, we would obtain that  
3 information from the Revised Statutes of Nevada.

4 Q Okay. So you think that there is something in the  
5 Revised Statutes of Nevada that says that ETS did not have  
6 to go back and do another Notice of Default after additional  
7 monies were paid by the borrower, loss mitigation had been  
8 gone through, your understanding is that the statutes of  
9 Nevada say that you don't have to issue another Notice of  
10 Default?

11 MR. BASHFORD: Objection.

12 THE WITNESS: My understanding of that statute is  
13 that if we file our Notice of Default and our statutory  
14 mailings are completed at that portion of the foreclosure,  
15 and as long as the default amounts do not change, we do not  
16 have to send or record a new Notice of Default.

17 BY MR. BEKO:

18 Q Okay. And when you say as long as the default  
19 amounts don't change, if GMAC on behalf of the lender  
20 receives additional funds, would the default amount change?

21 A If the payment, if the monies were applied, yes,  
22 it would change.

23 Q Well, if they received them, whether they apply  
24 them or not, the amount in default would change, correct?

25 A I can't make that statement.

1 Q Why not?

2 A If they don't apply to the loan and return it to  
3 the borrower the next day, then it doesn't --

4 Q Oh, sure, I totally understand that, sure. If  
5 GMAC receives money from the borrower and keeps the money,  
6 doesn't give it back to the borrower, then the default  
7 amount would change, correct?

8 A That would be a fair assumption, yes.

9 Q All right. And in that situation, you believe  
10 that ETS would need to go back and issue a new Notice of  
11 Default, is that correct?

12 A Yes.

13 Q And was that ever done in this case?

14 A Which portion, I'm sorry?

15 Q Was there ever a new Notice of Default issued in  
16 this case?

17 A Not that I can recall, no.

18 Q And do you know why not?

19 A From my understanding, the amounts, the defaulted  
20 amounts did not change.

21 Q Okay. Do you know whether or not GMAC actually  
22 received additional funds from the borrowers, Ms. Longoni  
23 and Mr. Gagnon?

24 A No, we were not aware of that.

25 Q If that happens, if after a Notice of Default is

1 Okay. If, in fact, GMAC has received funds, but  
2 not enough to cure the default, then under that situation  
3 you then start the process over with a new Notice of Default  
4 providing those new numbers and continuing forward from  
5 there, is that right?

6 A We would have to get, we would have to get  
7 approval from GMAC, because if it changes the payment  
8 amounts, it technically isn't a valid foreclosure, period,  
9 regardless of what it is, so we would then have to refer it  
10 back to GMAC and they would have to refer it back to us.  
11 That is what I'm trying to --

12 Q Right. That makes sense to me. If you started  
13 the process and there was a certain amount owed and the  
14 lender gets some money back from the borrower, then you have  
15 got to start anew, right?

16 A From my understanding, yes.

17 Q Okay. Do you have any explanation, I will submit  
18 to you that there were payments that were received by GMAC  
19 in this case from Ms. Longoni and Mr. Gagnon and the money  
20 was kept. It was never returned to them. Do you know why  
21 the foreclosure process wasn't started anew?

22 A No.

23 Q Do you know, sir, that after this foreclosure sale  
24 went through that GMAC attempted to get the property back  
25 from Ms. Gagnon, Mr. Gagnon and Ms. Longoni?

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1 A I'm sorry, could you explain?

2 Q Sure. Did you know after the sale, the  
3 foreclosure sale went through in this case, that GMAC  
4 attempted to purchase back the property from the new buyer?

5 A I'm not sure if it is a purchase, but, yeah, I  
6 believe there was some sort of occurrence like that, yes.

7 Q Why did that happen, do you know?

8 A I could only assume.

9 Q Was it because they had received those funds and  
10 they didn't restart the foreclosure process over again?

11 MR. BASHFORD: Objection to the extent it calls  
12 for any privileged information.

13 THE WITNESS: I don't know if that is the truth, I  
14 mean, if that is the case or not, I'm sorry.

15 BY MR. BEKO:

16 Q What is your understanding, what is your belief as  
17 to why they went back and did that?

18 MR. BASHFORD: Objection; don't answer that to the  
19 extent you believe it is based on what you were told by  
20 Counsel or any legal representation for GMAC or ETS.

21 BY MR. BEKO:

22 Q Can you answer that question?

23 A Based on what he said, I can't.

24 Q So you don't have any information as to why they  
25 tried to get the property back except for what some attorney

1 told you, is that correct?

2 A That's correct.

3 Q Okay. Mr. Ravelo --

4 A Yes, sir.

5 Q I don't know why I have a hard time remembering  
6 your name, I'm sorry. If, in fact, GMAC had received monies  
7 and applied them from the borrowers, would there be some  
8 kind of notation either in Exhibit 38 or Exhibit 4 where  
9 they would be telling you that information?

10 A Possibly. It is possible.

11 Q How else would ETS get that information if it  
12 didn't come through either of these two electronic systems?

13 A We would have to review GMAC's MortgageServ  
14 system.

15 Q Okay. Let's talk about that for a second. Would  
16 you look, sir, at Exhibit 5 for identification?

17 A Yes, sir.

18 Q This is the system that you are talking about if,  
19 in fact, GMAC had received funds that they would notify ETS  
20 through this system?

21 A No. My explanation was if we don't get it on  
22 notification through our system --

23 Q Which is Exhibit 38?

24 A Exhibit 38, I'm sorry, and Exhibit 4.

25 Q Okay.

1 Default part.

2 Q What has changed since the Longoni matter?

3 A The MERS assignments.

4 Q Okay.

5 A For Nevada, the mediation requirements.

6 Q There was no attempt to mediate this case in  
7 Nevada at all, correct?

8 A No.

9 Q None of the notices that were required -- Are you  
10 familiar with the notices that now have to go out in Nevada  
11 as far as things that have to be done?

12 A I know the general definitions of them. I don't  
13 know the exact verbiage and the exact pages of them, but I  
14 do know the general definitions of them, yes.

15 Q And none of that was complied with in this case,  
16 correct?

17 A Not at that time, no.

18 Q Do you know why not?

19 A I believe it was date of effect.

20 Q Date of effect of what?

21 A Of that mediation law, statute.

22 Q Based upon the records that you have seen here to  
23 date and the records that you think that you have seen that  
24 are not here to date, it appears that all of the notices of  
25 default that were sent to Longoni-Gagnon came back



1 It should only be review of all endorsements. We do not  
2 prepare endorsements.

3 Q What is an endorsement?

4 A It is what comes back as a result of a publication  
5 date down request or a sale date down request to a title  
6 company. It is sort of a similar form of title search right  
7 before we go to pub and right before we go to sale just to  
8 make sure there is no changes in the original Trustee's Sale  
9 Guarantee.

10 Q Okay. Would you take a moment, again, and look at  
11 Exhibit Number 5, please?

12 A Yes, sir.

13 Q And, again, describe for me what that is.

14 A As far as I know, this is GMAC's payment history.

15 Q Okay. And if you look, the first few pages of it  
16 are just apparently financial stuff, and then starting at  
17 page 18 through 87 it is kind of a diary log?

18 A Yes, sir.

19 Q All right. Does ETS have access into that  
20 program?

21 A Viewing access, yes.

22 Q Okay. And this is MortgageServ, is that right?

23 A Correct.

24 Q Okay. In your answer to Interrogatory Number 16,  
25 it asks what this is, and it says, "This document is a

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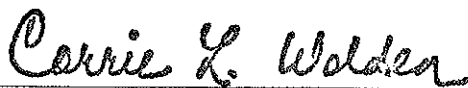
1 STATE OF NEVADA )  
2 ) Ss.  
3 WASHOE COUNTY )

4 I, CORRIE L. WOLDEN, a Certified Shorthand  
5 Reporter in and for the County of Washoe, State of Nevada,  
6 do hereby certify; That on THURSDAY, SEPTEMBER 8, 2011, at  
7 the hour of 9:02 a.m. of said day, at 99 W. Arroyo Street,  
8 Reno, Nevada, personally appeared MYRON RAVELO, who was duly  
9 sworn by me to testify the truth, the whole truth and  
10 nothing but the truth, and thereupon was deposed in the  
11 matter entitled herein;

12 That I am not a relative, employee or independent  
13 contractor of counsel to any of the parties; or a relative,  
14 employee or independent contractor of the parties involved  
15 in the proceeding, or a person financially interested in the  
16 proceeding;

17 That said deposition was taken in verbatim  
18 stenotype notes by me, and thereafter transcribed into  
19 typewriting as herein appears; That the foregoing  
20 transcript, consisting of pages 1 through 166, is a full,  
21 true and correct transcription of my stenotype notes of said  
22 deposition.

23 DATED: At Reno, Nevada, this 16th day of  
24 September, 2011.

25 

CORRIE L. WOLDEN, CSR #194, RPR, CP

**EXHIBIT 6**

**EXHIBIT 6**

1 THOMAS P. BEKO, ESQ. (SBN 01250)  
2 ERICKSON, THORPE & SWAINSTON, LTD.  
3 99 W. Arroyo Street  
4 Post Office Box 3559  
5 Reno, NV 89505  
6 Ph: (775) 786-3930; Fax: (775) 786-4160  
7 *Attorneys for Claimants Pamela D. Longoni,*  
8 *Lacey Longoni and Jean M. Gagnon*

6 UNITED STATES BANKRUPTCY COURT  
7 SOUTHERN DISTRICT OF NEW YORK

9 In re: Case No. 12-12020 (MG)  
10 RESIDENTIAL CAPITAL, LLC, et al., Chapter 11  
11 Debtors. Jointly Administered  
12 \_\_\_\_\_/

13 STATE OF NEVADA }  
14 COUNTY OF WASHOE } ss.

15 **AFFIDAVIT OF PAMELA D. LONGONI**

16 **NKA PAMELA D. SIMON**

17 1. I am over the age of eighteen years, and a resident of the County of Washoe,  
18 State of Nevada, and I am competent to testify to the matters set forth herein.

19 2. I purchased the property located at 5540 Twin Creeks Drive, Reno, Nevada,  
20 on or about April 1, 1996. I was married at the time and had just given birth to my second  
21 daughter, Lacey Ann Longoni. This home was our family home and the house that both of  
22 my children were raised in.

23 3. In the latter part of 2002, I was divorced. In mid 2003, I was in a relationship  
24 with a man named Jean (pronounced John) Gagnon. In 2005, we sought to refinance the  
25 current mortgage on the property and we pulled out approximately \$65,000 in equity.

26 4. In 2008, Mr. Gagnon was relocated back to Las Vegas, Nevada, which resulted  
27 in our finances being forced to be doubled to provide living expenses for two houses; one in  
28 Reno for myself and my children, and one in Las Vegas for Mr. Gagnon.

1 5. At that time, we began to contact Homecomings Financial to inquire into a loan  
2 modification as the mortgage payments were too much for our finances to handle. At that  
3 time, we were current on our mortgage payments, however, finances were becoming  
4 increasingly difficult with the duplication of our financial payments.

5 6. During my discussions with Homecomings Financial I was told that we would  
6 only qualify for a modification to our loan if we were in default. Thus, we were instructed  
7 to default on our payments. I believe the first missed payment occurred in December of 2008.  
8 Pursuant to their directives, on January 15, 2009, I sent a letter to Homecomings Financial  
9 asking for a modification of our existing loan. A true, accurate and correct copy of our letter  
10 of that date is attached as Exhibit 8 to our Response.

11 7. In the first few months of 2009, I contacted Homecomings Financial on a  
12 regular basis so as to begin the process of a loan modification. I began working with a Loan  
13 Specialist named Jonathan "Nate" Stephenson. He began to work with me to what I  
14 understood was a loan modification package.

15 8. I began working with my financial obligations to decrease whatever debts I  
16 had, and make different financial arrangements to decrease the current household debt. After  
17 reviewing the financial obligations, I determined that a mortgage payment of \$1,600 would  
18 be financially feasible, and I contacted Nate Stephenson and discussed the same.

19 9. Over the course of the next several weeks, Nate and I worked together to  
20 complete all the modification documents. I provided him with all the necessary and required  
21 documents and information for him to complete the process.

22 10. In response to the information we produced, I received a proposed Foreclosure  
23 Repayment Agreement which called for payments in the amount of \$2,270. A true, accurate  
24 and correct copy of that proposed agreement is attached to our Response as Exhibit 10. We  
25 never signed any such agreement. Nate and I discussed this and I expressed that \$2,270 a  
26 month was not affordable and that we would never be able make any type of a balloon  
27 payment. Mr. Stephenson then advised me that he was going to propose a loan modification  
28 which included a payment reduction to \$1600. He indicated he would forward me a new

1 agreement. He never did so. There was never any discussion about a balloon payment, nor  
2 did he say that the modification would be a temporary. In fact, in our subsequent  
3 discussions, he always told me that if approved, the modification would be permanent.

4 11. I never did receive new documentation regarding the proposed plan despite my  
5 numerous requests for the documents.

6 12. On or about March 19, 2009, I was informed that a trial modification was  
7 approved and to commence modification payments in the amount of \$1,600. I requested and  
8 was granted the right to make the first payment by April 3, 2009. I made that first payment,  
9 as instructed, via the electronic payment portal from Homecomings Financial. I provided Mr.  
10 Stephenson the confirmation number.

11 13. Mr. Stephenson confirmed receipt of the first payment. I was advised that he  
12 was awaiting approval from the Vice President of the bank to make the modification a  
13 permanent change to our loan.

14 14. Mr. Stephenson further advised me that while our trial modification had been  
15 approved, he was attempting to write off \$186,000 from the principal. He indicated he was  
16 "fairly confident it would get approved for a permanent modification," as per his email.

17 15. On or about April 20, 2009, I again contacted Mr. Stephenson and advised him  
18 that I was still waiting for the documentation to sign regarding the modification. He advised  
19 that things were backed up due to the current state of the housing market, and was still  
20 waiting for approval from the VP.

21 16. On or about April 28, 2009, I received an email from Mr. Stephenson and he  
22 indicated that after reviewing my file notes, one manager looked at it, and agreed that it was  
23 a win-win situation. He also indicates that the balance of the loan will drop to \$269,776.03  
24 for five years, which included the principle reduction, and the principle will be gone forever.

25 17. On May 1, 2009, I attempted to make the second modification payment on line  
26 as I did the first time. I could not do so. So I telephone Homecomings Financial and a  
27 representative would not accept the payment over the phone. I contacted Mr. Stephenson  
28 who indicated there was a "certified funds flag" put on the account, and he would have to

1 remove the flag for me to make the payment. Even though the certified funds flag was  
2 apparently removed, the system would still not accept my payment. I then traveled to my  
3 bank and withdraw cash, then traveled to Western Union and made the payment through  
4 them. Four days later, a representative from However, Homecomings called and indicated  
5 the payment had not been received. I contacted Mr. Stephenson who was able to verify the  
6 payment had been made on time.

7 18. On or about June 1, 2009, I was successful in making the third payment of  
8 \$1,600. However, as of that date, I still had not received or signed any documents relative  
9 to the request.

10 19. In the interim, Mr. Stephenson had been transferred to another department, and  
11 no longer was working on my file. However, on June 30, 2009, he emailed me and indicated  
12 that the file had been sent to management for final approval. He also indicated he received  
13 an email stating the **modification had been approved.**

14 20. On or about July 1, 2009, I attempted to make the fourth modification payment  
15 of \$1,600. The system continued to tell me the payment would not be accepted. I tried for  
16 several days to make the payment.

17 21. Finally, on July 9, 2009, I finally was able to reach financial services for  
18 Homecomings Financial and I spoke to an individual who identified himself as Henry. I  
19 asked Henry what the status was of my loan modification as I had been advised on June 30<sup>th</sup>  
20 that it had been approved. To my shock and amazement, Henry then told me that the  
21 modification was *not* approved. He advised me that I owed approximately \$19,000 and that  
22 if I didn't immediately pay it, they would sell our home. He refused my \$1,600.00 and told  
23 me that it was only set up for 3 months. No one had ever told me that before. Moreover, no  
24 one had ever told me that there would be any balloon payment. I was lead to believe that any  
25 deficiency would be written off.

26 22. Henry then advised me to submit a new workout package as per the Obama  
27 Modification plan. He told me that we had 60 days to pursue a loan modification through  
28 this new federal program. He specifically told me that the foreclosure was on hold. Worst

1 case scenario, I thought I had at least until September 9, 2009, to qualify for new federal  
2 modification program.

3 23. I immediately emailed Mr. Stephenson with this information and he confirmed  
4 what Henry had told me; that the foreclosure is on hold. He further told me that GMACM  
5 did not want to take my house. He further confirmed that GMACM was trying to put the  
6 loan into an Obama Modification and that I should download the financial information and  
7 fill out the appropriate documents and send them in immediately.

8 24. Had I been informed at any time that the modification was not going to be  
9 approved, I would have sought financial assistance from perhaps family members, or other  
10 means, to attempt to keep my home. I certainly would have done so had I known that I was  
11 going to lose my house in a foreclosure sale.

12 25. In addition, had I had been informed that the modification was not going to be  
13 approved, I would have taken the time to find an appropriate rental home for my daughter  
14 and I, instead of the frantic search for a home five days before school started. This resulted  
15 in me having to rent a home which was far beyond my financial means.

16 26. When I could get no answers from GMACM on our loan modification request,  
17 on August 3, 2009, I sent another email to Nate Stephenson. In response, Stephenson wrote  
18 back to her telling me that we still needed to send in the Obama workout package.

19 27. The following day (August 4, 2009), a package from GMACM was delivered  
20 to my house via Federal Express. A true, accurate and correct copy of the Fed Ex Express  
21 confirmation is attached to the Response as Exhibit 19. This package included a letter dated  
22 July 30, 2009 which directed me to return a Financial Analysis Form. The letter contained  
23 a notation which indicated "30 days to sale." A true and accurate copy of that letter is  
24 attached to our Response as Exhibit 20.

25 28. The July 30, 2009, letter confirmed what Henry had indicated to me that there  
26 would be no sale until September of 2009. I filled out the Financial Analysis Form on  
27 August 9, 2009, returned it to GMACM on August 10, 2009. A true and accurate copy of  
28 that modification package is attached as to our Response as Exhibit 21.



1 29. I acknowledged that on August 3, 2009, I sent an email to Stephenson  
2 indicating that I had received some notice from "ETS" that our home was going to be sold  
3 on August 18, 2009, however, that such notice had to be in error as GMACM had told me  
4 our request for modification had, in fact, been approved. Moreover, they were still working  
5 to get us approved for a HAMP modification.

6 29. On August 24, 2009, I called GMACM to inquire as to the status of the  
7 modification documents that I had returned on August 10, 2009. I advised the representative  
8 that I had received an email from Nate Stephenson on July 9, 2009, stating that the  
9 foreclosure was on hold and that we believed GMACM was trying to get us qualified under  
10 HAMP program. At that time, the representative told me that my home had been sold at  
11 foreclosure on August 14, 2009. I told her I wanted my home back. In response, I was told  
12 that I would need to speak with the representative's supervisor who was gone for the day.

13 30. On August 25, 2009, my 13 year old daughter was served with the 5-day Notice  
14 to Tenant to Terminate Tenancy at Will.

15 31. I was then contacted by Brett Nelson regarding the purchase of my home. He  
16 indicated that I had five (5) days to vacate the premises or my personal belongings would be  
17 locked up and I would not be able to retrieve them.

18 32. He also indicated that he would provide me a check for "cash for keys." He  
19 did provide us with a check, however, that check was later dishonored by the bank for "non  
20 sufficient funds." This caused further emotional and financial distress.

21 33. When in spoke with the GMACM representative, I inquired about the three  
22 months of payments previously made to GMACM, which totaled \$4,800. Those funds were  
23 never returned to me.

24 34. At this time, I had lived in the house for approximately 14 years. My children  
25 were raised in that home. School was set to start in a matter of days, and I had my daughter  
26 to think about. I frantically searched for a house to rent which was located in the same  
27 school district so that she would not be forced to entirely leave her friends, and the  
28 classmates she had known all her life. I was finally successful in locating a house and signed

1 a lease agreement.

2 35. On September 4, 2009, I received an unsolicited telephone call from attorney  
3 Michael Knapp who indicated that he was GMACM's counsel. He told me that GMACM  
4 had made a very big mistake and that I would not have to move out of my home. He advised  
5 me that GMACM was making efforts to recover the home from the buyer, and hopefully  
6 return my home to me. Mr. Knapp wanted to make sure I had his personal cell phone number  
7 so that I could contact him to discuss the matter further, as he was headed to the beach with  
8 his family for the Labor Day holiday weekend. My Verizon phone call records identify this  
9 8 minute call. A true, accurate and correct copy of this billing is attached to our Response  
10 as Exhibit 22.

11 36. The following week, I was contacted by GMACM counsel, Ms. Hancock. I  
12 informed her that we wanted all negative references in our credit history removed, including  
13 the foreclosure. She promised to do so.

14 37. Ms. Hancock also offered to pay for our moving expenses as well as all  
15 reimburse us for expenses we incurred for various home improvements to the property, as  
16 well as receipts for moving expenses. Later she demanded that we execute a full release in  
17 exchange for such payment. We refused and they never tendered the promised funds. A  
18 true and accurate copy of these emails and a letter from GMACM's counsel is attached to our  
19 Response as Exhibit 17.

20 38. I expressed to all GMACM representatives that losing my home was such an  
21 emotional and life changing event. My children grew up in that home. I had improved that  
22 home greatly, and I was comfortable in my neighborhood. My daughter, Lacey, who was 13  
23 at the time this foreclosure took place, suffered tremendously. She was forced out of her  
24 neighborhood and left the kids she grew up with. She was forced to ride a new school bus  
25 from our new rental house, and did not know any kids on the bus. She didn't have anyone  
26 to walk home with as there were no kids in our new neighborhood.

27 39. We relied tremendously on the neighbors across the street on Twin Creeks.  
28 She was a stay at home mom, and me, being a single mom, relied greatly on her to assist with

1 Lacey after school. Our daughters were very close friends. Their friendship involved  
2 sleepovers, holiday events, and extracurricular activities together. We often attended  
3 summertime BBQ's and holiday events together. We shared activities as families and helped  
4 each other with transportation for our kids.

5 40. It was devastating to lose my house. It caused a great deal of emotional  
6 distress. I had never planned on living anywhere else. However, since this time, I have lived  
7 in 4 other places, which has caused a lot of financial and continued emotional distress, as  
8 nothing has felt quite like "home."

9 41. After I learned of the foreclosure, I lost 13 pounds in a less than two weeks.  
10 I was forced to take prescription medications just to stop the emotional breakdowns. I was  
11 embarrassed and humiliated that this had taken place. I had a hard time concentrating at  
12 work. I cried all the time. I felt so guilty for my daughter, Lacey, who had been displaced  
13 from her childhood home. I remember, while attempting to pack all of 15 years of  
14 belongings, and I was just exhausted, and I was wrapping up the day of packing. I had left  
15 several belongings in my driveway and after sheer exhaustion from the day, I covered those  
16 items with a tarp and believed they would be safe, as I knew my neighbors and  
17 neighborhood.

18 42. The following morning, I went out to get my things and continue packing. I  
19 realized that sometime during the night, my belongings had been picked through, and several  
20 items were missing. I ran to the side of the house, and vomited.

21 43. During this entire process, I relied upon the representations of Mr. Casas and  
22 Mr. Stephenson that the foreclosure had been placed on hold. Had I known that their  
23 representations were not truthful, I would have made efforts to prevent the foreclosure from  
24 moving forward by getting funds from family members or my retirement account. I had  
25 family and friends that I believe would have lent me the funds need to prevent the  
26 foreclosure. I would have availed myself of all my available resources.

27 44. At no time did I ever fabricate or alter any email communications. I forwarded  
28 GMACM an exact copy of my emails with Mr. Stephenson.

1 FURTHER AFFIANT SAYETH NAUGHT.

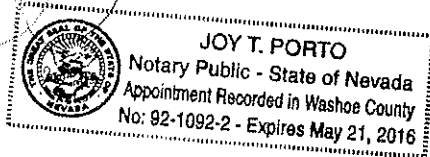
2 DATED this 15 day of April, 2015.

3  
4  
5 Pamela D. Simon  
PAMELA D. LONGONINKA  
PAMELA D. SIMON

6  
7 SUBSCRIBED and SWORN TO before me

8 this 15<sup>th</sup> day of April, 2015.

9  
10 Joy T. Porto  
Notary Public



**EXHIBIT 7**

**EXHIBIT 7**

**NRS 107.084 Liability for removing or defacing notice of sale.** A person who willfully removes or defaces a notice posted pursuant to subsection 4 of NRS 107.080, if done before the sale or, if the default is satisfied before the sale, before the satisfaction of the default, is liable in the amount of \$500 to any person aggrieved by the removal or defacing of the notice.

(Added to NRS by 2005, 1620)

**NRS 107.085 Restrictions on trustee's power of sale concerning certain trust agreements: Applicability; service of notice upon grantor; scheduling of date of sale; form of notice; judicial foreclosure not prohibited; "unfair lending practice" defined.**

1. With regard to a transfer in trust of an estate in real property to secure the performance of an obligation or the payment of a debt, the provisions of this section apply to the exercise of a power of sale pursuant to NRS 107.080 only if:

(a) The trust agreement becomes effective on or after October 1, 2003; and

(b) On the date the trust agreement is made, the trust agreement is subject to the provisions of § 152 of the Home Ownership and Equity Protection Act of 1994, 15 U.S.C. § 1602(aa), and the regulations adopted by the Board of Governors of the Federal Reserve System pursuant thereto, including, without limitation, 12 C.F.R. § 226.32.

2. The trustee shall not exercise a power of sale pursuant to NRS 107.080 unless:

(a) In the manner required by subsection 3, not later than 60 days before the date of the sale, the trustee causes to be served upon the grantor a notice in the form described in subsection 3; and

(b) If an action is filed in a court of competent jurisdiction claiming an unfair lending practice in connection with the trust agreement, the date of the sale is not less than 30 days after the date the most recent such action is filed.

3. The notice described in subsection 2 must be:

(a) Served upon the grantor by personal service or, if personal service cannot be timely effected, in such other manner as a court determines is reasonably calculated to afford notice to the grantor; and

(b) In substantially the following form, with the applicable telephone numbers and mailing addresses provided on the notice and a copy of the promissory note attached to the notice:

**NOTICE  
YOU ARE IN DANGER OF LOSING YOUR HOME!**

Your home loan is being foreclosed. In 60 days your home will be sold and you will be forced to move. For help, call:

Consumer Credit Counseling \_\_\_\_\_  
The Attorney General \_\_\_\_\_  
The Division of Financial Institutions \_\_\_\_\_  
Legal Services \_\_\_\_\_  
Your Lender \_\_\_\_\_  
Nevada Fair Housing Center \_\_\_\_\_

4. This section does not prohibit a judicial foreclosure.

5. As used in this section, "unfair lending practice" means an unfair lending practice described in NRS 598D.010 to 598D.150, inclusive.

(Added to NRS by 2003, 2892)

# **EXHIBIT 8**

# **EXHIBIT 8**

January 15, 2009

Homecomings Financial

Re: Jean Gagnon and Pam Longoni  
Account No: 7440353498

To Whom It May Concern:

Please accept this letter as a request for a loan modification regarding the above-referenced account. Please allow us to explain the request for this modification. We currently hold a mortgage with Homecomings Financial with a loan balance of approximately \$432,000 with a 6.8% interest rate, on a 27 year term. Our monthly payment is \$2,933.18.

Mr. Gagnon is currently working as a police officer with the State of Nevada, and required to cover all areas of the State. In August, 2008, Mr. Gagnon was relocated to Las Vegas, Nevada where he is currently working. This relocation has resulted in having Mr. Gagnon and Ms. Longoni having to facilitate the costs associated with paying for two households and living expenses. Considering the recent economic decline and the news from Nevada's Governor that all State of Nevada employees will be experiencing a 6% pay cut, our residence located at 5540 Twin Creeks Drive in Reno, Nevada is at risk of falling behind in payments. In fact, we were unable to make the mortgage payment for December, 2008.

Our current financial situation indicates a monthly combined income of approximately \$9,952. Our combined monthly payments, including the mortgage, is approximately \$11,763. As a result, we have a negative deficit of income of approximately \$1,811. At times, this negative deficit is more due to unexpected expenses for household repairs, automobiles, etc. Our financial situation is proving to be more difficult as time goes on, and it is only a matter of time before we are destitute.

We would sincerely appreciate it if you would work closely with us in an effort to obtain a more reasonable mortgage payment of approximately \$1,300, by either reducing the interest rate, or refinancing the home to the current value. Our home was purchased new in 1996, we are desperately trying not to lose our home during these difficult financial times. We have been working extremely hard in preparing for our retirement, and would greatly appreciate keeping our home.

We thank you in advance for your assistance and cooperation and any consideration you can afford us in this time of need.

Sincerely,

Mr. Jean Gagnon  
Ms. Pamela Longoni

LONG-0168

EX

67



# **EXHIBIT 9**

# **EXHIBIT 9**

HISTORY FOR ACCOUNT 7440353498

PAGE 48  
DATE 08/26/09

----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID   | INTEREST<br>PAID | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|---|------------------|----------------|
| 021609       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                |
|              |            |             |                       | 02/16/09 10:23:08 NO ANS                                      |                  |                |
| 021609       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                |
|              |            |             |                       | 00/00/00 00:00:00   |                  |                |
| 021609       | FSV        | 110108      | T:00000               | INSP TYPE D ORDERED; REQ CD =SCRIPT                           |                  |                |
| 021809       | NT         | 000000      | T:25101               | workout package sent to borrower                              |                  |                |
| 021909       | FOR        | 000000      | T:25101               | APPROVED FOR FCL 02/19/09                                     |                  |                |
| 021909       | NT         | 000000      | T:25101               | Foreclosure Referral Review Completed and Management Approved |                  |                |
| 021909       | FOR        | 000000      | T:25101               | FORECLOSURE APPROVAL (1) COMPLETED 02/19/09                   |                  |                |
| 021909       | D28        | 000000      |                       | BILLING STATEMENT FROM REPORT R628 STD FORM                   |                  |                |
| 022009       | FOR        | 000000      |                       | Fidelity AutoProc.  |                  |                |
| 022009       | FOR        | 000000      |                       | Process opened 2/20/2009 by user                              |                  |                |
| 022009       | FOR        | 000000      | T:01122               | 02/20/09 - 12:25 - 00007                                      |                  |                |
| 022309       | FOR        | 000000      | T:01122               | COMPLETED 02/20/09  |                  |                |
| 022309       | FOR        | 000000      |                       | (DIS)   |                  |                |
| 022309       | FOR        | 000000      |                       | Attorney, completed on 2/20/2009                              |                  |                |
| 022309       | FOR        | 000000      |                       | following event: File Received By                             |                  |                |
| 022309       | FOR        | 000000      |                       | User has updated the system for the                           |                  |                |
| 022309       | FOR        | 000000      | T:01122               | 02/23/09 - 13:11 - 30479                                      |                  |                |
| 022309       | FOR        | 000000      |                       |   |                  |                |
| 022309       | FOR        | 000000      |                       | following event: File Referred To                             |                  |                |
| 022309       | FOR        | 000000      |                       | User has updated the system for the                           |                  |                |
| 022309       | FOR        | 000000      | T:01122               | 02/20/09 - 20:41 - 00007                                      |                  |                |
| 022309       | FOR        | 000000      |                       | Automated Tasks   |                  |                |
| 022309       | FOR        | 000000      |                       | at 2/20/2009 8:21:43 PM by                                    |                  |                |
| 022309       | FOR        | 000000      |                       | to Executive Trustee Services, Inc.                           |                  |                |
| 022309       | FOR        | 000000      |                       | Foreclosure (NIE Id# 10773887) sent                           |                  |                |
| 022309       | FOR        | 000000      | T:01122               | 02/20/09 - 20:22 - 00007                                      |                  |                |
| 022309       | FSV        | 000000      | T:00000               | INSP TP D RESULTS RCVD; ORD DT=02/16/09                       |                  |                |
| 022309       | FE         | 110108      |                       | 11.25 11 PROP INSPECTION FEE                                  |                  |                |
| 022509       | FOR        | 000000      |                       | \$2,204.00 (DIS)  |                  |                |
| 022509       | FOR        | 000000      |                       | costs good through 2/25/2009 are                              |                  |                |
| 022509       | FOR        | 000000      |                       | Estimated foreclosure fees and                                |                  |                |
| 022509       | FOR        | 000000      | T:01122               | 02/25/09 - 11:20 - 30479                                      |                  |                |
| 022609       | NT         | 000000      | T:25102               | HOPE NOW is a partnership between mortgage                    |                  |                |

ALL SBO11437

GMAC-01-0065

HISTORY FOR ACCOUNT 7440353498

PAGE 49  
DATE 08/26/09

----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE 5540 TWIN CREEKS DRIVE  
  
RENO NV 89523 RENO NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID   | INTEREST<br>PAID | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|---|------------------|----------------|
| 022609       | NT         | 000000      | T:25102               | companies and non-profit housing counselors. Our mission is simple: we reach out to and attempt to assist homeowners who may be having difficulty paying their mortgages. GMAC and HFN are members. ✓ |                  |                |
| 022809       | FOR        | 000000      | T:01122               | [REDACTED] (601) COMPLETED 02/26/09   |                  |                |
| 022809       | FOR        | 000000      | T:01122               | TASK:0603-FCL-CHANGD FUPDT 05/26/09   |                  |                |
| 022809       | FOR        | 000000      |                       | completed on 2/26/2009 (DIS)  |                  |                |
| 022809       | FOR        | 000000      |                       | following event: NOD Filed,   |                  |                |
| 022809       | FOR        | 000000      |                       | User has updated the system for the   |                  |                |
| 022809       | FOR        | 000000      | T:01122               | 02/27/09 - 15:34 - 30479  |                  |                |
| 022809       | FOR        | 000000      |                       | (DIS)   |                  |                |
| 022809       | FOR        | 000000      |                       | Expires, completed on 5/26/2009   |                  |                |
| 022809       | FOR        | 000000      |                       | following event: Presale Redemption   |                  |                |
| 022809       | FOR        | 000000      |                       | User has updated the system for the   |                  |                |
| 022809       | FOR        | 000000      | T:01122               | 02/27/09 - 15:34 - 30479  |                  |                |
| 030209       | FOR        | 000000      |                       | AM by Maricela Solano   |                  |                |
| 030209       | FOR        | 000000      |                       | Services, Inc. at 3/2/2009 11:47:51   |                  |                |
| 030209       | FOR        | 000000      |                       | picked up by firm Executive Trustee   |                  |                |
| 030209       | FOR        | 000000      |                       | Foreclosure (NIE ID# 10773887)  |                  |                |
| 030209       | FOR        | 000000      | T:01122               | 03/02/09 - 11:48 - 00007  |                  |                |
| 030309       | FOR        | 000000      |                       | (DIS)   |                  |                |
| 030309       | FOR        | 000000      |                       | Received, completed on 3/3/2009   |                  |                |
| 030309       | FOR        | 000000      |                       | following event: TSG Report   |                  |                |
| 030309       | FOR        | 000000      |                       | User has updated the system for the   |                  |                |
| 030309       | FOR        | 000000      | T:01122               | 03/03/09 - 15:31 - 30479  |                  |                |
| 030309       | DM         | 000000      | T:00000               | 50:00:00  |                  |                |
|              |            |             |                       | EARLY IND: SCORE 132 MODEL EI90S  |                  |                |
| 030409       | DM         | 000000      | T:31826               | 20:04:00  |                  |                |
|              |            |             |                       | ACTION/RESULT CD CHANGED FROM OASK TO LMDC  |                  |                |
| 030409       | DM         | 000000      | T:31826               | 20:04:00  |                  |                |
|              |            |             |                       | TTH1,VI,BORR CI TO GO OVR POSSIBLE RESOLUTION TO  |                  |                |
|              |            |             |                       | GET LOAN OUT OF FC,RVW FIN BORR IS IN NEG   |                  |                |
|              |            |             |                       | 1800.00,ADVISED COULD NOT AFFORD REIN,REPYMNT OR  |                  |                |
|              |            |             |                       | TRIAL MOD,TLKD ABOUT SPO.JSMITH6378   |                  |                |
| 030509       | LMT        | 000000      | T:30647               | APPROVED FOR LMT 03/05/09 ✓   |                  |                |
| 030509       | LMT        | 000000      | T:30647               | REFERRD TO LOSS MIT (1) COMPLETED 03/05/09  |                  |                |

ALL SBO11437

GMAC-01-0066

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID  | INTEREST<br>PAID | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|--|------------------|----------------|
| 030509       | LMT        | 000000      | T:30647               | ASSESS FINANCL PKG (2)   | COMPLETED        | 03/05/09       |
| 030509       | LMT        | 000000      | T:30647               | COMPLETE FIN PKG REC (3)   | COMPLETED        | 03/05/09       |
| 030509       | LMT        | 000000      | T:30647               | LMT SOLUTN PURSUED (6)   | COMPLETED        | 03/05/09       |
| 030509       | NT         | 000000      | T:30647               | List items received from customer and Imaged?<br>financial statement, hardship letter, bank<br>statement, poi RFD: MULTIPLE ISSUES; Income? in<br>loss fin; Expenses? in loss fin; Total Amount of<br>Surplus or Shortage? in loss fin; Loss Mit<br>Rep/Site File was Assigned to? Dallas 1st Lien LM;<br>If account in Foreclosure, requested Foreclosure<br>fees and costs good thru date? 04/05/09. |                  |                |
| 030509       | NT         | 000000      | T:30647               | 05:52:00   |                  |                |
| 030509       | DM         | 000000      | T:30647               | ACTION/RESULT CD CHANGED FROM LMDC TO NOTE   |                  |                |
| 030509       | DM         | 000000      | T:30647               | 05:52:00   |                  |                |
| 030509       | NT         | 000000      | T:17172               | IMAGED AS WOUT, ICT-GLLEE162863<br>acdv filed by bl,disputing acct stat/pmt hstry.<br>reported as 90 days del, fcl started ( 80-B0). -in<br>rev of 12/07-02/09, 1x30 1x60 1xH / jeanne m<br>8976878  |                  |                |
| 030509       | NT         | 000000      | T:17172               | Ylanan, good through 4/5/2009  |                  |                |
| 030509       | FOR        | 000000      |                       | entered for this loan by Rosan   |                  |                |
| 030509       | FOR        | 000000      |                       | A fees and costs request has been  |                  |                |
| 030509       | FOR        | 000000      | T:01122               | 03/04/09 - 23:46 - 60615   |                  |                |
| 030509       | FOR        | 000000      |                       | Costs: 1648.30 Comment:  |                  |                |
| 030509       | FOR        | 000000      |                       | Through:4/5/2009 Fees: 600.00  |                  |                |
| 030509       | FOR        | 000000      |                       | Fees and costs response: Good  |                  |                |
| 030509       | FOR        | 000000      | T:01122               | 03/05/09 - 08:59 - 40703   |                  |                |
| 030509       | FOR        | 000000      |                       | rocesses.  |                  |                |
| 030509       | FOR        | 000000      | T:01122               | 03/05/09 - 08:59 - 40703   |                  |                |
| 030509       | FOR        | 000000      |                       | submitted for all of the requested p   |                  |                |
| 030509       | FOR        | 000000      |                       | Message: Fees and costs have been  |                  |                |
| 030509       | FOR        | 000000      |                       | at-exet - To: Rosan Ylanan (GMAC) /  |                  |                |
| 030509       | FOR        | 000000      |                       | Intercom From: Chris Herrera,  |                  |                |
| 030509       | FOR        | 000000      | T:01122               | 03/05/09 - 08:59 - 40703   |                  |                |
| 030509       | FSV        | 000000      | T:00000               | INSP TP D RESULTS RCVD; ORD DT=01/15/09  |                  |                |
| 030609       | NT         | 000000      | T:25101               | outbound call made to advise borrower that   |                  |                |

ALL SBC11437

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HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID  | INTEREST<br>PAID  | ESCROW<br>PAID     |
|--------------|------------|-------------|-----------------------|--|---|--------------------|
| 030609       | NT         | 000000      | T:25101               | complete workout package received and that we will contact them. |   |                    |
| 030609       | DM         | 000000      | T:31951               | 10:23:00   | ACTION/RESULT CD CHANGED FROM NOTE TO LMDC  |                    |
| 030609       | DM         | 000000      | T:31951               | 10:23:00   | B1 CI VI WANTED TO KNOW IF PKCT WAS RECVD ADV TODAY B1 WILL CALL NXT WEEK                         |                    |
| 030909       | DM         | 000000      | T:30741               | 16:08:00   | ACTION/RESULT CD CHANGED FROM OASK TO LMDC  |                    |
| 030909       | DM         | 000000      | T:30741               | 16:08:00   | RECEIVED FINANCIAL STATEMENT, HARDSHIP LETTER, BANK STATEMENT, POI, FORWARD TO LOAN RESL.DEPT..HW |                    |
| 031009       | FOR        | 000000      | T:11286               | LMT BORR FIN REC ADDED   |   |                    |
| 031009       | LMT        | 000000      | T:11286               | FILE CLOSED  | (7)   | COMPLETED 03/10/09 |
| 031009       | LMT        | 000000      | T:11286               | APPROVED FOR LMT 03/10/09 ✓                                      |   |                    |
| 031009       | LMT        | 000000      | T:11286               | PURSUER REPAY PLAN   | (4000)  | COMPLETED 03/10/09 |
| 031009       | LMT        | 000000      | T:11286               | REFERRED TO LOSS MIT   | (1)   | COMPLETED 03/10/09 |
| 031009       | LMT        | 000000      | T:11286               | ASSESS FINANCL PKG   | (2)   | COMPLETED 03/10/09 |
| 031009       | LMT        | 000000      | T:11286               | REPAY RECOMD TO INV  | (4231)  | COMPLETED 03/10/09 |
| 031009       | LMT        | 000000      | T:11286               | REPAY APPRV BY INV   | (4232)  | COMPLETED 03/10/09 |
| 031009       | LMT        | 000000      | T:11286               | REPAY PLAN STARTED   | (4001)  | COMPLETED 03/10/09 |
| 031009       | LMT        | 000000      | T:11286               | COMPLETE FIN PKG REC   | (3)   | COMPLETED 03/10/09 |
| 031009       | LMT        | 000000      | T:11286               | LMT SOLUTN PURSUED   | (6)   | COMPLETED 03/10/09 |
| 031009       | LMT        | 000000      | T:11286               | TEMP REPAY STARTED   | (4252)  | COMPLETED 03/10/09 |
| 031009       | RPA        | 000000      | T:11286               | 11:13:00   | REPAY PLAN SET UP   |                    |
| 031009       | RES        | 110108      | T:11286               | ON-LINE REPAYMENT SCHEDULE                                       |   | STD FORM           |
| 031009       | NT         | 000000      | T:11286               | MOD REFERRAL NOTES:  |   |                    |
|              |            |             |                       | DOWN PMT: \$ 2270.00   |   |                    |
|              |            |             |                       | DOWN PMT DUE DATE: 032309  |   |                    |
|              |            |             |                       | TERM OF PLAN: 4  |   |                    |
|              |            |             |                       | MONTHLY INSTALLMENTS: \$ 2270.00                                 |   |                    |
|              |            |             |                       | Adv of BALLOON PMT: \$ 19421.76                                  |   |                    |
|              |            |             |                       | Adv of cert funds: CSI, MONEY GRAM, WUQC,                        |   |                    |
| 031009       | NT         | 000000      | T:11286               | MONETARY IMPACT: \$8000  |   |                    |
|              |            |             |                       | SOURCE OF FUNDS: wages   |   |                    |

ALL SBO11437

GMAC-01-0068

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID  | INTEREST<br>PAID | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|--|------------------|----------------|
| 031009       | NT         | 000000      | T:11286               | FUTURE CAPACITY: y<br>ADVISED OF FCL STATUS: y<br>ADVISED OF FCL SALE DATE: na<br>ADV OF LC, NEG CR, NO GRACE WHILE ON THE PLAN: y<br>ESCROWED FOR TAXES: y<br>ESCROWED FOR INSURANCE: y<br>EBPO ON FILE: n<br>EBPO ORDERED ON: n<br>WHY CAN'T H/O FULLY REINSTATE: not enough funds |                  |                |
| 031009       | NT         | 000000      | T:11286               | BREACH EXP DATE: 02/01/09<br>RFD HARSHIP:<br>1. law enforcement job transferred from Reno to Vegas in August 08;   |                  |                |
| 031009       | CIT        | 000000      | T:11286               | 006 new cit 847 mod ref; 2nd referral; different hardship and ordering ibpo  |                  |                |
| 031009       | NT         | 000000      | T:11286               | Order is successfully uploaded. Your Order ID is 87047 and Batch ID is 100011  |                  |                |
| 031009       | LMT        | 000000      | T:11286               | FILE CLOSED (7) COMPLETED 03/10/09   |                  |                |
| 031009       | DM         | 000000      | T:11286               | 11:29:00<br>REPAY PLAN CANCELED MANUALLY   |                  |                |
| 031009       | AA         | 110108      |                       | .00  | .00              | .00            |
| 031009       | AA         | 110108      |                       | .00  | .00              | .00            |
| 031009       | LMT        | 000000      | T:11286               | APPROVED FOR LMT 03/10/09  |                  |                |
| 031009       | LMT        | 000000      | T:11286               | PURSUE REPAY PLAN (4000) COMPLETED 03/10/09  |                  |                |
| 031009       | LMT        | 000000      | T:11286               | REFERRD TO LOSS MIT (1) COMPLETED 03/10/09   |                  |                |
| 031009       | LMT        | 000000      | T:11286               | REPAY RECOMD TO INV (4231) COMPLETED 03/10/09  |                  |                |
| 031009       | LMT        | 000000      | T:11286               | REPAY APPRV BY INV (4232) COMPLETED 03/10/09   |                  |                |
| 031009       | LMT        | 000000      | T:11286               | REPAY PLAN STARTED (4001) COMPLETED 03/10/09   |                  |                |
| 031009       | LMT        | 000000      | T:11286               | COMPLETE FIN PKG REC (3) COMPLETED 03/10/09  |                  |                |
| 031009       | LMT        | 000000      | T:11286               | LMT SOLUTN PURSUED (6) COMPLETED 03/10/09  |                  |                |
| 031009       | LMT        | 000000      | T:11286               | TEMP REPAY STARTED (4252) COMPLETED 03/10/09   |                  |                |
| 031009       | RPA        | 000000      | T:11286               | 11:34:00<br>REPAY PLAN SET UP  |                  |                |
| 031009       | RES        | 110108      | T:11286               | ON-LINE REPAYMENT SCHEDULE STD FORM  |                  |                |
| 031009       | OL         | 110108      | T:11286               | WDOYLM - FORECLOSURE REPAYMENT AGREEMENT TXT 5.15  |                  |                |
| 031009       | DM         | 000000      | T:11286               | 11:38:00<br>ACTION/RESULT CD CHANGED FROM LMDC TO LMDC   |                  |                |

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GMAC-01-0069

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON

PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID                                  | INTEREST<br>PAID | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|--|------------------|----------------|
| 031009       | DM         | 000000      | T:11286               | 11:36:00   |                  |                |
| 031009       | FSV        | 110108      | T:21366               | RESET PLAN TO PYMT DATE OF 033009 SAME AMOUNT      |                  |                |
| 031009       | FOR        | 000000      |                       | INSP TP R RESULTS RCVD; ORD DT=02/05/09            |                  |                |
| 031009       | FOR        | 000000      |                       | have been submitted for all of the r               |                  |                |
| 031009       | FOR        | 000000      |                       | (GMAC) / Message: Fees and costs                   |                  |                |
| 031009       | FOR        | 000000      |                       | at-exet - To: Michael Wallace                      |                  |                |
| 031009       | FOR        | 000000      |                       | Intercom From: Chris Herrera,                      |                  |                |
| 031009       | FOR        | 000000      | T:01122               | 03/10/09 - 10:15 - 40703                           |                  |                |
| 031009       | FOR        | 000000      |                       | equested processes.                                |                  |                |
| 031009       | FOR        | 000000      | T:01122               | 03/10/09 - 10:15 - 40703                           |                  |                |
| 031009       | FOR        | 000000      |                       | Costs: 1648.30 Comment:                            |                  |                |
| 031009       | FOR        | 000000      |                       | Through:3/28/2009 Fees: 600.00                     |                  |                |
| 031009       | FOR        | 000000      |                       | Fees and costs response: Good                      |                  |                |
| 031009       | FOR        | 000000      | T:01122               | 03/10/09 - 10:15 - 40703                           |                  |                |
| 031009       | FOR        | 000000      |                       | Wallace, good through 3/28/2009                    |                  |                |
| 031009       | FOR        | 000000      |                       | entered for this loan by Michael                   |                  |                |
| 031009       | FOR        | 000000      |                       | A fees and costs request has been                  |                  |                |
| 031009       | FOR        | 000000      | T:01122               | 03/10/09 - 10:13 - 71914                           |                  |                |
| 031109       | NT         | 000000      | T:07038               | LOAN ON PRES. NEW REPAY REPORT                     |                  |                |
|              |            |             |                       | RAN CINS SCRIPT TO XL ANY INSP. ON                 |                  |                |
|              |            |             |                       | MTGS.  |                  |                |
| 031109       | NT         | 000000      | T:07038               | 2ND IN 2ND LIEN POSTION, CODED TO                  |                  |                |
|              |            |             |                       | NOT INSPECT.                                       |                  |                |
| 031109       | FSV        | 110108      | T:21396               | INSP TYPE S ORDERED; REQ CD =1150                  |                  |                |
| 031309       | FSV        | 110108      | T:21396               | INSP TP S RESULTS RCVD; ORD DT=03/11/09            |                  |                |
| 031309       | CBR        | 110108      | T:00000               | DELINQUENT: 90 DAYS                                |                  |                |
| 031309       | CBR        | 110108      | T:00000               | FORECLOSURE STARTED                                |                  |                |
| 031309       | CBR        | 110108      | T:00000               | DISPUTED ACCOUNT FLAG: FLAG = XB                   |                  |                |
| 031709       | LMT        | 000000      | T:20902               | LMT BPO/APPRaisal REC ADDED                        |                  |                |
| 031809       | NT         | 000000      | T:17172               | acdv rcvd from b2, claiming acct is not his/hers.  |                  |                |
|              |            |             |                       | verfd name and ssn - matched. reported as 90 days  |                  |                |
|              |            |             |                       | del, fcl started ( 90-90). in rev of 12/07-02/09,  |                  |                |
|              |            |             |                       | 1x30 1x60 1xH /jeanne m 8976878                    |                  |                |
| 031809       | NT         | 000000      | T:17172               | additional info for acdv below. verfd name and ssn |                  |                |
|              |            |             |                       | thru ISS - matched / jeanne m 8976878              |                  |                |
| 031809       | NT         | 000000      | T:17172               | 2nd acdv rcvd from b2, claiming acct is not        |                  |                |

ALL SBO11437

GMAC-01-0070

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON

PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID   | INTEREST<br>PAID | ESCROW<br>PAID     |
|--------------|------------|-------------|-----------------------|---|------------------|--------------------|
| 031809       | NT         | 000000      | T:17172               | his/hers. verfd name and ssn - matched. reported 90 days del, fcl started ( 80-B0). in rev of 12/07-02/09, 1x30 1x60 1xH /jeanne m 8976878  |                  |                    |
| 031909       | NT         | 000000      | T:02414               | Proposed Solution: GMAC Mortgage proposes a 3 month trial modification consisting of a down payment of \$2270 and a monthly contribution of \$2270. Upon successful completion of the trial the estimated mod terms will be: Mod Type: Cap; Interest Rate Type: ARM to ARM; Interest Rate: 5.5; Index Rate: 3.9; Margin: 1.6; Arm Freeze: 5 Year Freeze; NPV: \$15183.68; Additional Notes: The borrower does not have enough savings to reinstate the loan and their financials do not support a repayment plan. The credit report has been reviewed.; Additional Lien(s): N/A; Policy |                  |                    |
| 031909       | NT         | 000000      | T:02414               | "Trial Modification Justification: Hardship: Distant employment transfer; Date: 8/8/2008-10/8/2008; Monetary Impact: \$8000;  |                  |                    |
| 031909       | NT         | 000000      | T:02414               | Income : \$9570; Current Payment: \$2933.18; Non-Mortgage Expenses: \$6550; Cushion: \$750; Pre-Mod DTI: 1.07; Target Payment: \$2270; BPO : \$245000; Pre Mod Total Debt: \$454421.47; LTV : 1.85;   |                  |                    |
| 031909       | LMT        | 000000      | T:02414               | ASSESS FINANCL PKG  | (2)              | COMPLETED 03/19/09 |
| 031909       | LMT        | 000000      | T:02414               | PURSU LN MODIFCATN  | (1000)           | COMPLETED 03/19/09 |
| 031909       | LMT        | 000000      | T:02414               | BPO ORDERED   | (4)              | COMPLETED 03/19/09 |
| 031909       | LMT        | 000000      | T:02414               | BPO OBTAINED  | (5)              | COMPLETED 03/19/09 |
| 031909       | DM         | 000000      | T:02414               | 12:14:00<br>ACTION/RESULT CD CHANGED FROM LMDC TO LMDC  |                  |                    |
| 031909       | DM         | 000000      | T:02414               | 12:14:00<br>LEFT MESSAGE FOR BR SITTING THAT I NEED INC DOCS AND HARDSHIP LETTER. PLEASE INFORM BR IF THEY CALL BACK.   |                  |                    |
| 031909       | CIT        | 000000      | T:02414               | 006 DONE 03/19/09 BY TLR 02414<br>TSK TYP 847-LOAN MOD REFERR   |                  |                    |
| 031909       | DM         | 000000      | T:31236               | 13:32:00<br>ACTION/RESULT CD CHANGED FROM LMDC TO LMDC  |                  |                    |

ALL SBO11437

GMAC-01-0071



HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID  | INTEREST<br>PAID | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|--|------------------|----------------|
| 031909       | DM         | 000000      | T:31236               | 13:32:00   |                  |                |
|              |            |             |                       | B2 CI ADS THE MESSAGE BY REP.. WANTED TO TAL TO REP.. EMALIED REP AND XFERED CALL TO REP. NBHAISE/ANDY   |                  |                |
| 031909       | NT         | 000000      | T:02414               | Proposed Solution: GMAC Mortgage proposes a 3 month trial modification consisting of a down payment of \$1600 and a monthly contribution of \$1600. Upon successful completion of the trial the estimated mod terms will be: Mod Type: Cap; ✓  |                  |                |
| 031909       | NT         | 000000      | T:02414               | Interest Rate Type: ARM to ARM; Interest Rate: 3.25; Index Rate: 3.9; Margin: -0.65; Arm Freeze: 5 Year Freeze; NPV: \$ \$10,737.80; Additional Notes: The borrower does not have enough savings to reinstate the loan and their financials do not support a repayment plan. The credit report has been reviewed.; Additional Lien(s): N/A; Policy |                  |                |
| 031909       | NT         | 000000      | T:02414               | "Trial Modification Justification: Hardship: Distant employment transfer; Date: 8/8/2008-3/19/2009; Monetary Impact: \$8000; Income : \$9570; Current Payment: \$2933; Non-Mortgage Expenses: \$7220; Cushion: \$750; Pre-Mod DTI: 1.14; Target Payment: \$1600; BPO : \$245000; Pre Mod Total Debt: \$454496.84; LTV : 1.86;                      |                  |                |
| 031909       | DM         | 000000      | T:02414               | 15:53:00   |                  |                |
| 031909       | DM         | 000000      | T:02414               | 15:53:00   |                  |                |
| 031909       | DM         | 000000      | T:02414               | 15:53:00   |                  |                |
|              |            |             |                       | ACTION/RESULT CD CHANGED FROM LMDC TO LMDC   |                  |                |
|              |            |             |                       | TT BR2. SHE SAID THAT THEY WOULD NOT BE ABLE TO AFFORD \$2270 PMT. WENT OVER FIN'S WITH HER AND ADJUSTED SOME EXPENSES TO REPORT ACCURATELY. (\$1600 IS THE NEW PMT STARTING 3/30/09. ✓  |                  |                |
| 031909       | DM         | 000000      | T:02414               | 15:53:00   |                  |                |
|              |            |             |                       | REPAY PLAN CANCELED MANUALLY   |                  |                |
| 031909       | AA         | 110108      |                       | .00  | .00              | .00            |
| 031909       | AA         | 110108      |                       | .00  | .00              | .00            |
| 031909       | FOR        | 000000      |                       | RESET PAYMT PLAN   |                  |                |

ALL SBO11437

GMAC-01-0072

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON

PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID                                  | INTEREST<br>PAID              | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|--|-------------------------------|----------------|
| 031909       | FOR        | 000000      |                       |  |                               |                |
| 031909       | FOR        | 000000      |                       |  |                               |                |
| 031909       | FOR        | 000000      | T:02414               | 0000000000   | TASK:0000-LMT-REJECTED OPTION | 03/19/09       |
| 031909       | LMT        | 000000      | T:02414               | PURSUER REPAY PLAN                                 | (4000) COMPLETED              | 03/19/09       |
| 031909       | RFA        | 000000      | T:02414               | 15:55:00   |                               |                |
|              |            |             |                       | REPAY PLAN SET UP                                  |                               |                |
| 031909       | LMT        | 000000      | T:02414               | REPAY PLAN STARTED                                 | (4001) COMPLETED              | 03/19/09       |
| 031909       | DM         | 000000      | T:02414               | 16:07:00   |                               |                |
|              |            |             |                       | ACTION/RESULT CD CHANGED FROM LMDC TO LMDC         |                               |                |
| 031909       | DM         | 000000      | T:02414               | 16:07:00   |                               |                |
|              |            |             |                       | TT B2 ABOUT NEW PAYMENT. SHE SAYS THAT WHE WILL    |                               |                |
|              |            |             |                       | BE SENDING IN PAY STUBS AND \$1600 BEFORE 3/30/09  |                               |                |
| 031909       | D28        | 000000      |                       | BILLING STATEMENT FROM REPORT R528 STD FORM        |                               |                |
| 032009       | NT         | 000000      | T:07047               | Loan on pres new repay report, run CXNS script to  |                               |                |
|              |            |             |                       | cncl any inspections on mtgs.                      |                               |                |
| 032009       | NT         | 000000      | T:30011               | REJECTING LOAN MODIFICATION IN LOSS WORK SINCE     |                               |                |
|              |            |             |                       | MODIFICATION IS CURRENTLY PENDING MGMT APPROVAL.   |                               |                |
|              |            |             |                       | -- R.MAGNESS 6659                                  |                               |                |
| 032009       | LMT        | 000000      |                       | MOD STILL PENDING MGMT APPROVAL.                   |                               |                |
| 032009       | LMT        | 000000      |                       | REJECT REASON: OTHER                               |                               |                |
| 032009       | LMT        | 000000      |                       | REJECTED BY:SERVICER                               |                               |                |
| 032009       | LMT        | 000000      | T:30011               | 0000000000   | TASK:0000-LMT-REJECTED OPTION | 03/20/09       |
| 032109       | LMT        | 000000      | T:30902               | LMT BPO/APPRaisal REC ADDED                        |                               |                |
| 032509       | FB         | 110108      |                       | 110.00 164 CORP ADV 3 DRM                          |                               |                |
| 032709       | DM         | 000000      | T:02414               | 15:28:00   |                               |                |
|              |            |             |                       | ACTION/RESULT CD CHANGED FROM LMDC TO LMDC         |                               |                |
| 032709       | DM         | 000000      | T:02414               | 15:28:00   |                               |                |
|              |            |             |                       | TT BR2 SHE SAID THAT SHE WILL NEED A COUPLE MORE   |                               |                |
| 032709       | DM         | 000000      | T:02414               | 15:28:00   |                               |                |
|              |            |             |                       | DAY'S I ADVS'D HER THAT I CAN HOLD IT TILL 4/3.    |                               |                |
| 033009       | NT         | 000000      | T:29966               | \$186K debt forgive for approval                   |                               |                |
|              |            |             |                       | reqst to debt forgive \$185,613.41. Cannot         |                               |                |
|              |            |             |                       | capitalize arrearage because 2nd mod. Using tot    |                               |                |
|              |            |             |                       | debt of \$439,177.63 and IBPO value of 245000, LTV |                               |                |
|              |            |             |                       | is 179%. Based upon HEAT analytics, best-case liq  |                               |                |
| 033009       | DM         | 000000      | T:00000               | 50:00:00   |                               |                |
|              |            |             |                       | PROMISE BROKEN 03/30/09 PROMISE DT 03/30/09        |                               |                |

ALL SBOL1437

GMAC-01-0073

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE 5540 TWIN CREEKS DRIVE  
  
RENO NV 89523 RENO NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT               | PRINCIPAL<br>PAID                             | INTEREST<br>PAID    | ESCROW<br>PAID  |
|--------------|------------|-------------|-------------------------------------|---|---------------------|-----------------|
| 040209       | DM         | 000000      | T:000000                            | 50:00:00                                      |                     |                 |
|              |            |             | EARLY IND: SCORE 133 MODEL EI90S    |   |                     |                 |
| 040309       | RPL        | 033009      | PAID 1600.00 DUE 1600.00 SHORT      |   | .00                 | TELLER 606      |
| 040309       | RPL        | 033009      | NO. OF PLAN PMTS=01                 |   |                     |                 |
| 040309       | UFF        | 110108      | UNAPPLIED FUNDS (2)                 |   | 1600.00             | BALANCE 1600.00 |
| 040309       | SRA        | 110108      | 1600.00                             | .00   | .00                 | .00             |
| 040309       | FB         | 110108      | 7.50                                | 171   | SPEEDPAY FEE        |                 |
| 040309       | FEA        | 110108      | 7.50                                | 171   | SPEEDPAY FEE        |                 |
| 040709       | LMT        | 000000      | T:21675                             | REPAY DEPOSIT RECEIVED.                       |                     |                 |
| 040709       | LMT        | 000000      | T:21675                             | REC'D EXECUTED DOCS (4100) COMPLETED 04/07/09 |                     |                 |
| 040709       | FOR        | 000000      | File on Hold, completed on 4/7/2009 |   |                     |                 |
| 040709       | FOR        | 000000      | following event: [REDACTED]         |   |                     |                 |
| 040709       | FOR        | 000000      | T:01122                             | 04/07/09 - 08:58 - 57127                      |                     |                 |
| 040709       | FOR        | 000000      | 4/7/2009                            |   |                     |                 |
| 040709       | FOR        | 000000      | to Place File on Hold, completed on |   |                     |                 |
| 040709       | FOR        | 000000      | following event: [REDACTED]         |   |                     |                 |
| 040709       | FOR        | 000000      | T:01122                             | 04/06/09 - 21:46 - 72698                      |                     |                 |
| 040709       | FOR        | 000000      | Joselita Aquisay.                   |   |                     |                 |
| 040709       | FOR        | 000000      | Process opened 4/6/2009 by user     |   |                     |                 |
| 040709       | FOR        | 000000      | T:01122                             | 04/06/09 - 21:45 - 72698                      |                     |                 |
| 040709       | FB         | 110108      | 39.90                               | 40  | EXPENSE ADVANCES    |                 |
| 040709       | FB         | 110108      | 600.00                              | 40  | EXPENSE ADVANCES    |                 |
| 040709       | FB         | 110108      | 46.00                               | 40  | EXPENSE ADVANCES    |                 |
| 040709       | FB         | 110108      | 1520.40                             | 40  | EXPENSE ADVANCES    |                 |
| 041009       | CBR        | 110108      | T:000000                            | DELINQUENT: 120 DAYS                          |                     |                 |
| 041009       | CBR        | 110108      | T:000000                            | FORECLOSURE STARTED                           |                     |                 |
| 041009       | CBR        | 110108      | T:000000                            | DISPUTED ACCOUNT FLAG: FLAG = XB              |                     |                 |
| 041309       | DMD        | 000000      | T:22222                             | 50:00:00                                      |                     |                 |
|              |            |             |                                     | 03/12/09 08:02:34                             | LEFT MESSAGE        |                 |
| 041309       | DMD        | 000000      | T:22222                             | 50:00:00                                      |                     |                 |
|              |            |             |                                     | 03/12/09 12:48:48                             | PAR3 ALERT RETRIVAL |                 |
| 041309       | DMD        | 000000      | T:22222                             | 50:00:00                                      |                     |                 |
|              |            |             |                                     | 00/00/00 00:00:00                             |                     |                 |
| 041309       | DMD        | 000000      | T:22222                             | 50:00:00                                      |                     |                 |
|              |            |             |                                     | 04/02/09 10:31:02                             | LEFT MESSAGE        |                 |

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GMAC-01-0074

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID   | INTEREST<br>PAID                                   | ESCROW<br>PAID            |
|--------------|------------|-------------|-----------------------|---------------------|--|---------------------------|
| 041309       | DMD        | 000000      | T:22222               | 50:00:00            |  |                           |
|              |            |             |                       | 04/02/09 10:47:50   |  | PAR3 ALERT RETRIVAL       |
| 041309       | DMD        | 000000      | T:22222               | 50:00:00            |  |                           |
|              |            |             |                       | 00/00/00 00:00:00   |  |                           |
| 041309       | DMD        | 000000      | T:22222               | 50:00:00            |  |                           |
|              |            |             |                       | 04/03/09 10:14:06   |  | LEFT MESSAGE              |
| 041309       | DMD        | 000000      | T:22222               | 50:00:00            |  |                           |
|              |            |             |                       | 04/03/09 14:00:08   |  | PAR3 ALERT RETRIVAL       |
| 041309       | DMD        | 000000      | T:22222               | 50:00:00            |  |                           |
|              |            |             |                       | 00/00/00 00:00:00   |  |                           |
| 041709       | FB         | 110108      |                       | 110.00              | 164 CORP ADV 3 DRM                                 |                           |
| 042109       | D28        | 000000      |                       |                     | FORCED BILLING STATEMENT FROM REPORT R628          | STD FORM                  |
| 043009       | DM         | 000000      | T:00000               | 50:00:00            |  |                           |
|              |            |             |                       |                     | PROMISE BROKEN 04/30/09 PROMISE DT 04/30/09        |                           |
| 050109       | DM         | 000000      | T:30762               | 10:45:00            |  |                           |
|              |            |             |                       |                     | ACTION/RESULT CD CHANGED FROM LMDC TO LMDC         |                           |
| 050109       | DM         | 000000      | T:30762               | 10:45:00            |  |                           |
|              |            |             |                       |                     | TT B2 VI ADVSD LC, NEG CBR & RPP. CI TO DO PBP.    |                           |
|              |            |             |                       |                     | ADVSD CERT FUNDS REQ. ADVSD ON CODES TO USE AT WU. |                           |
| 050109       | DM         | 000000      | T:30762               | 10:45:00            |  |                           |
|              |            |             |                       |                     | RKING2479  |                           |
| 050109       | DM         | 000000      | T:00000               | 50:00:00            |  |                           |
|              |            |             |                       |                     | PROMISE BROKEN 05/01/09 PROMISE DT 05/01/09        |                           |
| 050409       | RPL        | 043009      | PAID                  | 1600.00             | DUE 1600.00 SHORT                                  | .00 TELLER 410            |
| 050409       | RPL        | 043009      |                       |                     | NO. OF PLAN PMTS=01                                |                           |
| 050409       | UI         | 120108      |                       | .00                 | .00  | .00                       |
|              |            |             |                       | OPT PREMIUMS        | .00  | LATE CHARGE PYMT -124.43* |
| 050409       | AP         | 120108      |                       | 2933.18             | .00  | 2488.67 444.51            |
| 050409       | UFF        | 120108      |                       | UNAPPLIED FUNDS (2) | -1333.18   | BALANCE 266.82            |
| 050409       | SRA        | 120108      |                       | -1333.18            | .00  | .00                       |
| 050409       | DM         | 000000      | T:00000               | 50:00:00            |  |                           |
|              |            |             |                       |                     | EARLY IND: SCORE 128 MODEL EI90S                   |                           |
| 050509       | D28        | 000000      |                       |                     | BILLING STATEMENT FROM REPORT R628                 | STD FORM                  |
| 050509       | DMD        | 000000      | T:22222               | 50:00:00            |  |                           |
|              |            |             |                       | 05/05/09 09:59:59   |  | LEFT MESSAGE              |
| 050509       | DMD        | 000000      | T:22222               | 50:00:00            |  |                           |
|              |            |             |                       | 05/05/09 13:56:55   |  | PAR3 ALERT RETRIVAL       |

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HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID                                     | INTEREST<br>PAID | ESCROW<br>PAID      |
|--------------|------------|-------------|-----------------------|---|------------------|---------------------|
| 050509       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                     |
|              |            |             |                       | 00/00/00 00:00:00                                     |                  |                     |
| 050809       | CBR        | 120108      | T:00000               | DELINQUENT: 150 DAYS                                  |                  |                     |
| 050809       | CBR        | 120108      | T:00000               | FORECLOSURE STARTED                                   |                  |                     |
| 052209       | NT         | 000000      | T:25101               | Home Affordable Modification program sent to borrower |                  |                     |
| 052609       | FOR        | 000000      | T:01122               | PRE-SALE REDEMPTION (603) COMPLETED 05/26/09          |                  |                     |
| 060109       | DM         | 000000      | T:00000               | 50:00:00  |                  |                     |
|              |            |             |                       | PROMISE BROKEN 06/01/09 PROMISE DT 05/30/09           |                  |                     |
| 060209       | DM         | 000000      | T:00000               | 50:00:00  |                  |                     |
|              |            |             |                       | EARLY IND: SCORE 128 MODEL EI90S                      |                  |                     |
| 060309       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                     |
|              |            |             |                       | 06/03/09 10:42:27                                     |                  | LEFT MESSAGE        |
| 060309       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                     |
|              |            |             |                       | 06/03/09 11:26:01                                     |                  | PAR3 ALERT RETRIVAL |
| 060309       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                     |
|              |            |             |                       | 00/00/00 00:00:00                                     |                  |                     |
| 060409       | RPL        | 053009      | PAID                  | 1600.00 DUE 1600.00 SHORT                             | .00 TELLER       | 606                 |
| 060409       | RPL        | 053009      | NO. OF PLAN PMTS=01   |   |                  |                     |
| 060409       | UFF        | 120108      | UNAPPLIED FUNDS (2)   |   | 1600.00 BALANCE  | 1866.82             |
| 060409       | SRA        | 120108      | 1600.00               | .00   | .00              | .00                 |
| 060409       | FE         | 120108      | 7.50 171 SPEEDPAY FEE |   |                  |                     |
| 060409       | FEA        | 120108      | 7.50 171 SPEEDPAY FEE |   |                  |                     |
| 060409       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                     |
|              |            |             |                       | 06/04/09 10:25:30                                     |                  | LEFT MESSAGE        |
| 060409       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                     |
|              |            |             |                       | 06/04/09 13:04:31                                     |                  | PAR3 ALERT RETRIVAL |
| 060409       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                     |
|              |            |             |                       | 00/00/00 00:00:00                                     |                  |                     |
| 060509       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                     |
|              |            |             |                       | 06/05/09 11:39:06                                     |                  | LEFT MESSAGE        |
| 060509       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                     |
|              |            |             |                       | 00/00/00 00:00:00                                     |                  |                     |
| 060509       | DMD        | 000000      | T:22222               | 50:00:00  |                  |                     |
|              |            |             |                       | 00/00/00 00:00:00                                     |                  |                     |
| 061209       | CER        | 120108      | T:00000               | DELINQUENT: 150 DAYS                                  |                  |                     |

ALL SBO11437

GMAC-01-0076

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRM<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT                       | PRINCIPAL<br>PAID  | INTEREST<br>PAID   | ESCROW<br>PAID |
|--------------|------------|-------------|---|--|--|----------------|
| 061209       | CBR        | 120108      | T:00000                                     | FORECLOSURE STARTED  |  |                |
| 061609       | E20        | 120108      | -2015.51                                    | PAYEE = 1600.00966   | .00  | -2015.51       |
| 061909       | D28        | 000000      | BILLING STATEMENT FROM REPORT R628 STD FORM |  |  |                |
| 063009       | DM         | 000000      | T:00000                                     | 50:00:00   |  |                |
| 070209       | DM         | 000000      | T:21136                                     | 08:34:00   | PROMISE PLAN 29 BROKEN06/30/09 PROMISE DT 06/30/09                       |                |
| 070209       | DM         | 000000      | T:21136                                     | 08:24:00   | ACTION/RESULT CD CHANGED FROM LMDC TO BRIM                               |                |
| 070209       | DM         | 000000      | T:21136                                     | 08:34:00   | CALLED HOME LEFT MESSAGE. WILL NEED NEW HMP IN                           |                |
| 070209       | DM         | 000000      | T:21136                                     | 08:34:00   | ORDER TO REVIEW FOR MOD. PLS HAVE BWR FAX TO<br>866-709-4744. LHUCK 6154 |                |
| 070209       | CIT        | 000000      | T:21136                                     | 007 cit 155. pls send new hmp wkout to bwr   | mailing address. lhuck 6154  |                |
| 070209       | DM         | 000000      | T:00000                                     | 50:00:00   | EARLY IND: SCORE 120 MODEL EI90S   |                |
| 070309       | DMD        | 000000      | T:22222                                     | 50:00:00   | 07/03/09 16:02:22 Par3 Exp Mag   |                |
| 070309       | DMD        | 000000      | T:22222                                     | 50:00:00   | 00/00/00 00:00:00  |                |
| 070309       | DMD        | 000000      | T:22222                                     | 50:00:00   | 00/00/00 00:00:00  |                |
| 070609       | NT         | 000000      | T:01050                                     | Open CIT155 - LM Package Sent.   |  |                |
| 070609       | NT         | 000000      | T:25101                                     | Suppressed Credit due to (Loan Modification).<br>Suppression will expire (09/10/09). |  |                |
| 070709       | NT         | 000000      | T:25101                                     | HFN-GMAC DVN sent week of 06/08/09 - see 24Carat                                     |  |                |
| 070709       | DMD        | 000000      | T:22222                                     | 50:00:00   | 07/07/09 10:54:19 LEFT MESSAGE   |                |
| 070709       | DMD        | 000000      | T:22222                                     | 50:00:00   | 00/00/00 00:00:00  |                |
| 070709       | DMD        | 000000      | T:22222                                     | 50:00:00   | 00/00/00 00:00:00  |                |
| 070809       | DMD        | 000000      | T:22222                                     | 50:00:00   | 07/08/09 10:31:26 LEFT MESSAGE   |                |
| 070809       | DMD        | 000000      | T:22222                                     | 50:00:00   | 00/00/00 00:00:00  |                |
| 070809       | DMD        | 000000      | T:22222                                     | 50:00:00   | 00/00/00 00:00:00  |                |

ALL SBO11437

GMAC-01-0077

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID  | INTEREST<br>PAID | ESCROW<br>PAID      |
|--------------|------------|-------------|-----------------------|--|------------------|---------------------|
| 070909       | DM         | 000000      | T:16890               | 10:11:00   |                  |                     |
|              |            |             |                       | ACTION/RESULT CD CHANGED FROM BRLM TO OAAI   |                  |                     |
| 070909       | DM         | 000000      | T:16890               | 10:11:00   |                  |                     |
|              |            |             |                       | B1 CI ADV UNDER LIMIT RFP - XFRD THE CALL<br>DFLT REASON 2 CHANGED TO: BLANK   |                  |                     |
| 070909       | DM         | 000000      | T:11449               | 10:25:00   |                  |                     |
|              |            |             |                       | ACTION/RESULT CD CHANGED FROM OAAI TO LMDC   |                  |                     |
| 070909       | DM         | 000000      | T:11449               | 10:25:00   |                  |                     |
|              |            |             |                       | TTB1 VAI. CI BC WANTED TO INQ MOD THAT WS APPROVED   |                  |                     |
| 070909       | DM         | 000000      | T:11449               | 10:25:00   |                  |                     |
|              |            |             |                       | RECENTLY. ADV NT TRUE. ADV PREV REPAY PLAN IS<br>COMPLETED. ADV TO RETURN WOUT PCKG ASAP, TAT IS 60<br>DAYS, NO GUARANTEED. I TRIED TO UPDATE DTI CALC<br>BT B DID NT KNOW HER GROSS INCOME, SD SHE WOULD CB<br>TOMO BC SHE HAD TO GO TO WK. |                  |                     |
| 070909       | DM         | 000000      | T:11449               | 10:25:00   |                  |                     |
|              |            |             |                       | ACTION/RESULT CD CHANGED FROM LMDC TO OAAI   |                  |                     |
| 070909       | DM         | 000000      | T:11449               | 10:25:00   |                  |                     |
|              |            |             |                       | REF; SPS HAD TO GET ANOTHER JOB AND TOOK A   |                  |                     |
| 070909       | DM         | 000000      | T:11449               | 10:25:00   |                  |                     |
|              |            |             |                       | PAYCUT. START: 09/2008-ONGOING. M/I; 1800 A MONTH. ✓<br>ADV F/C SALE DT ON HOLD, L/C AND C/R CONT. HICASAS   |                  |                     |
| 070909       | DMD        | 000000      | T:22222               | 50:00:00   |                  |                     |
|              |            |             |                       | 07/08/09 10:31:26  |                  | LEFT MESSAGE        |
| 070909       | DMD        | 000000      | T:22222               | 50:00:00   |                  |                     |
|              |            |             |                       | 07/09/09 06:59:57  |                  | PAR3 ALERT RETRIVAL |
| 070909       | DMD        | 000000      | T:22222               | 50:00:00   |                  |                     |
|              |            |             |                       | 00/00/00 00:00:00  |                  |                     |
| 070909       | DMD        | 000000      | T:22222               | 50:00:00   |                  |                     |
|              |            |             |                       | 07/09/09 11:55:12  |                  | LEFT MESSAGE        |
| 070909       | DMD        | 000000      | T:22222               | 50:00:00   |                  |                     |
|              |            |             |                       | 00/00/00 00:00:00  |                  |                     |
| 070909       | DMD        | 000000      | T:22222               | 50:00:00   |                  |                     |
|              |            |             |                       | 00/00/00 00:00:00  |                  |                     |
| 071009       | DM         | 000000      | T:02414               | 29:28:00   |                  |                     |
|              |            |             |                       | REPAY PLAN CANCELED AUTOMATIC  |                  |                     |
| 071009       | FM         |             | UNAP FUNDS CODE-2 F   | TO   |                  | T: 02414            |

ALL SBO11437

GMAC-01-0078

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON

PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID                                 | INTEREST<br>PAID   | ESCROW<br>PAID   |
|--------------|------------|-------------|-----------------------|---|--------------------|------------------|
| 071009       | FM         |             | UNAP FUNDS-2          |   | 1866.82 TO         | .00 T: 02414     |
| 071009       | FM         |             | UNAP FUNDS CODE-1     |   | TO U               | T: 02414         |
| 071009       | FM         |             | UNAP FUNDS-1          |   | .00 TO             | 1866.82 T: 02414 |
| 071009       | UFU 120108 |             | UNAPPLIED FUNDS (1)   |   | 1866.82            | BALANCE 1866.82  |
| 071009       | UFF 120108 |             | UNAPPLIED FUNDS (2)   |   | -1866.82           | BALANCE 0.00     |
| 071009       | AA 120108  |             | .00                   | .00   | .00                | .00              |
| 071009       | AA 120108  |             | .00                   | .00   | .00                | .00              |
| 071009       | DMD 000000 |             | T:22222               | 50:00:00  |                    |                  |
|              |            |             |                       | 07/10/09 10:18:17                                 |                    | LEFT MESSAGE     |
| 071009       | DMD 000000 |             | T:22222               | 50:00:00  |                    |                  |
|              |            |             |                       | 00/00/00 00:00:00                                 |                    |                  |
| 071009       | DMD 000000 |             | T:22222               | 50:00:00  |                    |                  |
|              |            |             |                       | 00/00/00 00:00:00                                 |                    |                  |
| 071009       | FSV 120108 |             | T:00000               | DELINQ INSP HOLD RELEASED                         |                    |                  |
| 071009       | FSV 120108 |             | T:00000               | INSP TYPE F ORDERED;                              | REQ CD =AUTO DELQ  |                  |
| 071009       | CBR 120108 |             | T:00000               | CR BUR RPT STATUS=N;EXPIRE DT =                   | 09/10/09           |                  |
| 071309       | NT 000000  |             | T:20136               | tried to contact h/o regarding poss hmp loan mod  |                    |                  |
|              |            |             |                       | left call back number and advised that we need a  |                    |                  |
| 071309       | NT 000000  |             | T:20136               | completed hmp package back to review the acct for |                    |                  |
|              |            |             |                       | a poss loan mod; b layton 6909                    |                    |                  |
| 071309       | DMD 000000 |             | T:22222               | 50:00:00  |                    |                  |
|              |            |             |                       | 07/11/09 09:40:22                                 |                    | LEFT MESSAGE     |
| 071309       | DMD 000000 |             | T:22222               | 50:00:00  |                    |                  |
|              |            |             |                       | 00/00/00 00:00:00                                 |                    |                  |
| 071309       | DMD 000000 |             | T:22222               | 50:00:00  |                    |                  |
|              |            |             |                       | 00/00/00 00:00:00                                 |                    |                  |
| 071609       | OL 120108  |             | T:15744               | WDOYLM - REPAY PLAN CANCEL                        |                    | TXT 5.86         |
| 071609       | LMT 000000 |             |                       | Closed limit, Resumed FCL in MS & NT              |                    |                  |
| 071609       | LMT 000000 |             | T:15744               | Brkn repay - no pmt, sent denial ltr              |                    |                  |
| 071609       | LMT 000000 |             | T:15744               | FILE CLOSED (7)                                   | COMPLETED 07/16/09 |                  |
| 071609       | FOR 000000 |             |                       | 7/15/2009. Reason: Hold Ended. Comme              |                    |                  |
| 071609       | FOR 000000 |             |                       | step Sale Scheduled For to                        |                    |                  |
| 071609       | FOR 000000 |             |                       | event: User has reprojected the                   |                    |                  |
| 071609       | FOR 000000 |             |                       | System updated for the following                  |                    |                  |
| 071609       | FOR 000000 |             | T:01122               | 07/15/09 - 22:09 - 00007                          |                    |                  |
| 071609       | FOR 000000 |             |                       | approval not required.                            |                    |                  |

ALL SEC11437

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HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID  | INTEREST<br>PAID | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|--------------------|------------------|----------------|
| 072009       | FOR        | 000000      |                       |                    |                  |                |
| 072009       | FOR        | 000000      |                       |                    |                  |                |
| 072009       | FOR        | 000000      |                       |                    |                  |                |
| 072009       | FOR        | 000000      | T:01122               |                    |                  |                |
| 072109       | D28        | 000000      |                       |                    |                  |                |
| 072709       | E90        | 120108      | -673.03               | PAYEE = 0016.00000 | .00              | -673.03        |
| 072909       | NT         | 000000      | T:25102               |                    |                  |                |
| 073009       | DMD        | 000000      | T:22222               |                    |                  |                |
| 073009       | DMD        | 000000      | T:22222               |                    |                  |                |
| 073009       | DMD        | 000000      | T:22222               |                    |                  |                |
| 073109       | DMD        | 000000      | T:22222               |                    |                  |                |
| 073109       | DMD        | 000000      | T:22222               |                    |                  |                |
| 073109       | DMD        | 000000      | T:22222               |                    |                  |                |
| 073109       | DMD        | 000000      | T:22222               |                    |                  |                |
| 080409       | DMD        | 000000      | T:22222               |                    |                  |                |
| 080409       | DMD        | 000000      | T:22222               |                    |                  |                |
| 080409       | DMD        | 000000      | T:22222               |                    |                  |                |
| 080409       | DM         | 000000      | T:00000               |                    |                  |                |
| 080509       | DMD        | 000000      | T:22222               |                    |                  |                |
| 080509       | DMD        | 000000      | T:22222               |                    |                  |                |
| 080509       | DMD        | 000000      | T:22222               |                    |                  |                |
| 080509       | DMD        | 000000      | T:22222               |                    |                  |                |
| 080609       | DMD        | 000000      | T:22222               |                    |                  |                |
| 080609       | DMD        | 000000      | T:22222               |                    |                  |                |
| 080609       | DMD        | 000000      | T:22222               |                    |                  |                |

ALL SBO11437

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HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID                    | INTEREST<br>PAID         | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|--------------------------------------|--------------------------|----------------|
| 080709       | DMD        | 000000      | T:22222               | 50:00:00                             |                          |                |
|              |            |             |                       | 08/07/09 12:07:24 VACANT             |                          |                |
| 080709       | DMD        | 000000      | T:22222               | 50:00:00                             |                          |                |
|              |            |             |                       | 08/07/09 12:08:03 NO ANS             |                          |                |
| 080709       | DMD        | 000000      | T:22222               | 50:00:00                             |                          |                |
|              |            |             |                       | 00/00/00 00:00:00                    |                          |                |
| 081009       | FSV        | 120108      | T:00000               | INSP TYPE F ORDERED;                 | REQ CD =AUTO DELQ        |                |
| 081109       | FOR        | 000000      | T:08834               | JUDGMENT DATE                        | (602) COMPLETED 08/11/09 |                |
| 081409       | FOR        | 000000      | T:23862               | BIDDING INSTRUCTIONS (609)           | COMPLETED 08/14/09       |                |
| 081409       | FOR        | 000000      |                       | completed on 8/14/2009               |                          |                |
| 081409       | FOR        | 000000      |                       | [REDACTED]                           |                          |                |
| 081409       | FOR        | 000000      |                       | [REDACTED]                           |                          |                |
| 081409       | FOR        | 000000      |                       | User has updated the system for the  |                          |                |
| 081409       | FOR        | 000000      | T:01122               | 08/14/09 - 12:41 - 84378             |                          |                |
| 081409       | FOR        | 000000      |                       | on 8/14/2009                         |                          |                |
| 081409       | FOR        | 000000      |                       | [REDACTED]                           |                          |                |
| 081409       | FOR        | 000000      |                       | [REDACTED]                           |                          |                |
| 081409       | FOR        | 000000      |                       | User has updated the system for the  |                          |                |
| 081409       | FOR        | 000000      | T:01122               | 08/14/09 - 12:41 - 84378             |                          |                |
| 081409       | FOR        | 000000      |                       | completed on 8/14/2009               |                          |                |
| 081409       | FOR        | 000000      |                       | following event: Bid Approved,       |                          |                |
| 081409       | FOR        | 000000      |                       | User has updated the system for the  |                          |                |
| 081409       | FOR        | 000000      | T:01122               | 08/14/09 - 12:41 - 84378             |                          |                |
| 081409       | FOR        | 000000      |                       | Completed, completed on 8/14/2009    |                          |                |
| 081409       | FOR        | 000000      |                       | following event: Bid Calculation     |                          |                |
| 081409       | FOR        | 000000      |                       | User has updated the system for the  |                          |                |
| 081409       | FOR        | 000000      | T:01122               | 08/14/09 - 12:41 - 84378             |                          |                |
| 081409       | FOR        | 000000      |                       | Bid app needed                       |                          |                |
| 081409       | FOR        | 000000      |                       | Ugwuadu, Kenneth; / 14/09/Message:   |                          |                |
| 081409       | FOR        | 000000      |                       | Intercom From: Gillian Martil - To:  |                          |                |
| 081409       | FOR        | 000000      | T:01122               | 08/14/09 - 12:43 - 84378             |                          |                |
| 081409       | FOR        | 000000      |                       | Comments: SoldDate=8/14/2009 11:00:0 |                          |                |
| 081409       | FOR        | 000000      |                       | the following entries: Sale          |                          |                |
| 081409       | FOR        | 000000      |                       | F40_SaleResultsNV data form with     |                          |                |
| 081409       | FOR        | 000000      |                       | User has completed the               |                          |                |
| 081409       | FOR        | 000000      | T:01122               | 08/14/09 - 16:18 - 00007             |                          |                |

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HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID | INTEREST<br>PAID | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|-------------------|------------------|----------------|
| 081709       | FOR        | 000000      |                       |                   |                  |                |
| 081709       | FOR        | 000000      |                       |                   |                  |                |
| 081709       | FOR        | 000000      | T:01122               |                   |                  |                |
| 081709       | FOR        | 000000      |                       |                   |                  |                |
| 081709       | FOR        | 000000      | T:01122               |                   |                  |                |
| 081709       | FOR        | 000000      |                       |                   |                  |                |
| 081709       | FOR        | 000000      | T:01122               |                   |                  |                |
| 081709       | FOR        | 000000      |                       |                   |                  |                |
| 081709       | FOR        | 000000      | T:01122               |                   |                  |                |
| 081709       | FSV        | 000000      | T:00000               |                   |                  |                |
| 081709       | FB         | 120108      |                       |                   |                  |                |
| 081809       | TX         |             | TLR 1685              |                   |                  |                |
| 081809       | CIT        | 000000      | T:01685               |                   |                  |                |
| 081809       | CIT        | 000000      | T:01685               |                   |                  |                |
| 081809       | SLC        | 120108      |                       |                   |                  |                |
| 081809       | FB         | 120108      |                       |                   |                  |                |
| 081809       | FB         | 120108      |                       |                   |                  |                |
| 081809       | FB         | 120108      |                       |                   |                  |                |
| 081809       | FB         | 120108      |                       |                   |                  |                |
| 081909       | FOR        | 000000      |                       |                   |                  |                |
| 081909       | FOR        | 000000      |                       |                   |                  |                |
| 081909       | FOR        | 000000      |                       |                   |                  |                |
| 081909       | FOR        | 000000      |                       |                   |                  |                |
| 081909       | FOR        | 000000      | T:01122               |                   |                  |                |
| 081909       | FOR        | 000000      |                       |                   |                  |                |
| 081909       | FOR        | 000000      | T:01122               |                   |                  |                |
| 081909       | FOR        | 000000      |                       |                   |                  |                |
| 081909       | D28        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      | T:01122               |                   |                  |                |

event: User has ended the Issue  
System updated for the following  
08/14/09 - 20:35 - 72913  
as Trustee for RAMP 2005EFC7  
in U.S. Bank National Association  
08/14/09 - 20:35 - 72913  
Updated, completed on 8/17/2009  
following event: Client System  
User has updated the system for the  
08/17/09 - 14:37 - 39355  
INSP TP F RESULTS RCVD; ORD DT=08/10/09  
11.25 11 PROP INSPECTION FEE  
TAX COMMENTS: CIT 551 TO NON ESCROW 8/18/09  
008 closing cit 551 changed to non escrow tax  
item, placed stop code cust stat.  
008 DONE 08/18/09 BY TLR 01685  
TSK TYP 551-TAX REQUEST PRO  
.00  
124.43  
39.90 40 EXPENSE ADVANCES  
255.00 40 EXPENSE ADVANCES  
15.00 40 EXPENSE ADVANCES  
120.00 40 EXPENSE ADVANCES  
Martil, Gillian; / CC: / Intercom  
Aguirrejimenez, Catalina / To:  
5:51:50 PM / From: Catalina  
Intercom Message: / Read: 8/18/2009  
08/18/09 - 17:52 - 84378  
Issue Request /  
Type: Stop/Hold Action / Subject:  
08/18/09 - 17:52 - 84378  
BILLING STATEMENT FROM REPORT R628 STD FORM  
Third Party Proceeds sent to GMACM o  
following entries: COMMENTS::  
F5 Fundsrcvd data form with the  
User has completed the  
08/21/09 - 14:13 - 83190

ALL SBO11437

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HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID | INTEREST<br>PAID | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|-------------------|------------------|----------------|
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      | T:01122               |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      | T:01122               |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      |                       |                   |                  |                |
| 082109       | FOR        | 000000      | T:01122               |                   |                  |                |
| 082409       | UFX        | 120108      | UNAPPLIED FUNDS (4)   |                   | 172500.00        | 172500.00      |
| 082409       | SR         | 120108      | 172500.00             | .00               | .00              | .00            |
| 082409       | NT         | 000000      | T:13962               |                   |                  |                |
| 082409       | NT         | 000000      | T:13962               |                   |                  |                |
| 082409       | DM         | 000000      | T:21293               |                   |                  |                |
| 082409       | DM         | 000000      | T:21293               |                   |                  |                |
| 082409       | DM         | 000000      | T:21293               |                   |                  |                |
| 082409       | DM         | 000000      | T:21293               |                   |                  |                |
| 082409       | DM         | 000000      | T:21293               |                   |                  |                |
| 082409       | DM         | 000000      | T:20793               |                   |                  |                |
| 082409       | DM         | 000000      | T:20793               |                   |                  |                |

to NIE?: : False Sheriffs Deed Obta  
or Distribution of Funds Uploaded  
CHECK AMOUNT: : 172,500.00 HUD1  
n 08/21/09 TRACKING NUMBER: : NA  
08/21/09 - 14:13 - 83190  
False  
Copy of Check Uploaded to NIE?: :  
ined and Uploaded to NIE?: : False  
08/21/09 - 14:13 - 83190  
on 8/21/2009  
Received/ Sent To Client, completed  
following event: Third Party Funds  
User has updated the system for the  
08/21/09 - 14:14 - 83190  
b2 inq about loan mod and if fcl is still in place  
trns to lmt due to loan alerts on acct ashleett  
4214  
16:08:00  
ACTION/RESULT CD CHANGED FROM OAAI TO LMDC  
16:08:00  
VAL. B2 SAID THAT SHE RCVD AN EMAIL FROM A L/M  
REP ON 7/9 STATING THAT THE FCL WAS ON HOLD AND WE  
WERE TRYING TO GET THEM MODIFIED UNDER THE HMP  
PROGRAM. HOWEVER, THE PROPERTY WENT TO FCL SALE ON  
8/14. TURNED ACCT OVER TO SUPER FTOLBERT.  
16:08:00  
ASMITH6718.  
17:31:00  
ACTION/RESULT CD CHANGED FROM LMDC TO LMDC  
17:31:00  
TT B2 VERI INFO OCC NEG CRD REP L/F FCL STASTU  
SALE DATE/TAD 01/09-08/09 NOT INCLUDING ATTY P/C  
AND FUNDS IN 1U/X-REF SS# NO OTHER LOAN/CST CLD IN  
TO SPK WITH FTOLBERT ON POSS RESCIND ISSUE/ADV

ALL SBO11437

GMAC-01-0086

HISTORY FOR ACCOUNT 7440353498

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DATE 08/26/09

----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| POST<br>DATE | TRN<br>CDE | DUE<br>DATE | TRANSACTION<br>AMOUNT | PRINCIPAL<br>PAID   | INTEREST<br>PAID | ESCROW<br>PAID |
|--------------|------------|-------------|-----------------------|---|------------------|----------------|
| 082409       | DM         | 000000      | T:20793               | 17:31:00  |                  |                |
|              |            |             |                       | SUPER GONE FOR THE DAY/ADV WILL SEND FTOLBERT EMAIL<br>TO CALL HER BK W/GOOD PH# SHE STD WANTS HER PROP   |                  |                |
| 082409       | DM         | 000000      | T:20793               | 17:32:00  |                  |                |
|              |            |             |                       | ACTION/RESULT CD CHANGED FROM LMDC TO OAAI  |                  |                |
| 082409       | DM         | 000000      | T:20793               | 17:32:00  |                  |                |
|              |            |             |                       | CONT..BK WAS W/ING WITH MOD AGENT WHO WAS EMAILING<br>HER AND CONFIRMED WE WOULD HOLD THE FCL WHILE<br>REVIEWING FOR A POSS MOD SHE STD SNT ALL THOSE |                  |                |
| 082409       | DM         | 000000      | T:20793               | 17:32:00  |                  |                |
|              |            |             |                       | EMAILS TO SUPERVISOR/ADV OF FCL EVICTION PROCESS<br>ADV UNLESS WE CAN RSCIND BUT WONT KNOW TILL SHE<br>SPKS WITH SUPERVISOR KROJAS 6713               |                  |                |
| 082509       | NT         | 000000      | T:20479               | recvd emails from b1; forwarded emails to bwills<br>and lgill for research; they will f/u w/ b2;<br>ftolbert  |                  |                |
| 082609       | CIT        | 000000      | T:23177               | 010 NEW CIT #502 - Please cancel all insurance and<br>request a refund effective 08/14/09   |                  |                |
| 082609       | CIT        | 000000      | T:23177               | 010 NEW CIT #502 - Please cancel all insurance and<br>request a refund effective 08/14/09   |                  |                |
| 082609       | NT         | 000000      | T:23177               | entered task 505 in error, this has changed<br>apprprty to tasks 502 accurately   |                  |                |

END OF HISTORY

ALL SRO11437

GMAC-01-0087



# **EXHIBIT 10**

**EXHIBIT 10**

03/10/09

FORECLOSURE REPAYMENT AGREEMENT

JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE  
RENO NV 89523

RE: Account Number 7440353498  
Property Address 5540 TWIN CREEKS DRIVE  
RENO NV 89523

JEAN M GAGNON PAMELA LONGONI ("Customer") and Homecomings Financial, LLC ("Lender"), in consideration for the mutual covenants set forth in this Foreclosure Repayment Agreement (the "Agreement"), hereby agree as follows:

1. There is an outstanding debt to the Lender pursuant to a note and mortgage or deed of trust or equivalent security instrument (the "Mortgage") executed on 09/29/05, in the original principal amount of \$432000.00.
2. The account is presently in default for non-payment to Lender of the 12/01/08 installment and all subsequent monthly payments due on the Mortgage for principal, interest, escrows and charges.
3. The amount necessary to cure the default is \$16494.65 plus such additional amounts that are presently due under the terms of the loan documents as of 03/10/09, and will increase until the default in the account is brought current.
4. Lender has instituted foreclosure proceedings against the property securing the Mortgage indebtedness, which proceedings will continue until the default(s) described herein is/are brought current under the terms of the Mortgage, or otherwise cured as provided for in this Agreement.
5. Notwithstanding the foregoing, Lender agrees to suspend but not terminate foreclosure activity on the default account, provided we receive the executed Agreement and we receive the initial installment in the amount of ~~\$2270~~ no later than . This executed Agreement can be mailed or faxed to us at:

\$1600.00

Per Note  
Stephenson

Adding new  
documents

03/10/09  
Account Number 7440353498  
Page Two

Homecomings Financial, LLC  
Attention: Default Payment Processor  
3451 Hammond Avenue  
Waterloo, IA 50702  
Fax: 866-340-5043

6. Pursuant to your request you agree to pay the remainder of the default, \$14224.65, as indicated in the Payment Schedule enclosed and made a part hereof by reference. Customer understands that payments due under the Payment Schedule may include amounts due for real estate taxes and insurance, and the Payment Schedule amounts may, in such event, have to be increased, at the sole option of the Lender, if the items for such escrow purposes should increase during the duration of the Agreement.
7. All payments under this Agreement, including the regular monthly payments, shall be made in certified funds or cashier's check, shall include the account number on the Customer's check or on a written attachment to the check, and shall be sent to the following address:

Homecomings Financial, LLC  
Attention: Default Payment Processor  
3451 Hammond Avenue  
Waterloo, IA 50702

Additional methods of remitting payments under this agreement are:

- Money Gram using a Receive Code of 3149
- Western Union using a Code City and State of home ia

If payment is tendered in any other form, Lender may return the payment and invoke any remedies available under the loan documents and this Agreement.

8. In the event we do not receive timely payment called for under this Agreement, Lender may, without further notice to Customer, undertake or continue collection or foreclosure activities. In such event, any payments tendered under this Agreement shall be applied to the account in the manner specified in the Mortgage, and there will be no right to a refund of the tendered funds. In the event Lender chooses to accept any payment not in the full amount called for under this Agreement, such acceptance shall not be deemed a waiver of Lender's right to declare a default under this Agreement. Upon any default in meeting the terms of this Agreement, any such payments received under the terms of this Agreement shall be applied first against the default in the account, with the excess, if any, then applied according to the terms of the Mortgage. The parties expressly understand and agree time shall be of the essence as to the obligation under this Agreement.

03/10/09

Account Number 7440353498

Page Three

9. Customer understands and agrees that all other provisions, covenants and agreements set forth in the Mortgage shall remain in force and effect during the duration of this Agreement and thereafter, and this Agreement shall not constitute a modification or extension of the Mortgage.
10. If a notice of a new or subsequent bankruptcy is received during the duration of this Agreement, the Agreement will automatically be voided.
11. Acceptance of any payment hereunder shall not constitute a cure nor be deemed a waiver of the existing default, and in no manner shall such acceptance prejudice any rights of Lender to proceed with the Trustee Sale Action noticed in the Notice of Default, and shall not constitute a violation of California Code of Civil Procedure Section 726.580(a), 580(d) (the One Form of Action Rule), and shall not invalidate the Notice of Default. Customer expressly relinquishes and waives any rights, claims and defenses Customer may have under any of the Code of Civil Procedure Sections or under the Loan with regard to any whole or partial payments, whether current, past or future.
12. If any additional amounts are added to the loan to be collected that have not been addressed in this agreement, those amounts will need to be paid at the conclusion of this agreement.

**Notice:** This is an attempt to collect a debt, and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced account, not as a personal liability.

If you have any additional questions, please contact us at 800-799-9250, extension .

Loss Mitigation Department  
Loan Servicing

Enclosure

03/10/09  
Account Number 7440353498  
Page Four

\*\*\*\*\*CERTIFIED FUNDS ONLY\*\*\*\*\*

NOTE: There is no grace period during this Agreement. Pursuant to your request and in order to cure the default on this account, all payments must be received on or before the due date.

**RECEIVED AND AGREED:**

\_\_\_\_\_(Seal)\_\_\_\_\_  
JEAN M GAGNON  
Customer  
Date \_\_\_\_\_

\_\_\_\_\_  
PAMELA LONGONI  
Customer  
Date \_\_\_\_\_

Upon receipt of the signed agreement, we as the Servicer will also execute to indicate our concurrence with this agreement.

\_\_\_\_\_  
Servicer

5:15

*Did Not  
Send -  
Wrong amount  
indicated*

**SIGN AND RETURN THIS PAGE ONLY**

\*\*\*\*\* FAX TO 866-340-5043 \*\*\*\*\*

Homecomings Financial, LLC  
P.O. Box 205

PAGE 1  
DATE 03/10/09

waterloo

IA 50704

REPAYMENT AGREEMENT-7440353498

----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

| ----- DATES ----- |          | ----- CURRENT BALANCES ----- |           | ----- UNCOLLECTED ----- |         |
|-------------------|----------|------------------------------|-----------|-------------------------|---------|
| PAID TO           | 11/01/08 | PRINCIPAL                    | 439177.63 | LATE CHARGES            | 2917.40 |
| NEXT DUE          | 12/01/08 | ESCROW                       | -1592.27  | OPTIONAL INS            | 0.00    |
| LAST PMT          | 11/27/08 | UNAPPLIED FUNDS              | 0.00      | INTEREST                | 0.00    |
| AUDIT DT          | 11/29/05 | UNAPPLIED CODES              |           | FEES                    | 94.25   |
| LAST ACTIVITY     | 03/10/09 | BUYDOWN FUNDS                | 0.00      | DFLT EXP PD             | 0.00    |
|                   |          | BUYDOWN CODE                 |           | DFLT EXP UNPD           | 2687.85 |

| PMT<br>NUM | PLAN<br>DUE DATE | PMT<br>AMOUNT | PLAN<br>AMOUNT | AMOUNT TO<br>REG PMT | AMT TO<br>LC/UNCOL | UNAPPLIED<br>BALANCE | FIRST/LAST<br>PMT APPLIED |
|------------|------------------|---------------|----------------|----------------------|--------------------|----------------------|---------------------------|
| 01         | 03/30/09         | 2270.00       |                | 0.00                 | 0.00               | 2270.00              |                           |
| 02         | 04/30/09         | 2270.00       |                | 2933.18              | 0.00               | 1606.82              | 12/08                     |
| 03         | 05/30/09         | 2270.00       |                | 2933.18              | 0.00               | 943.64               | 01/09                     |
| 04         | 06/30/09         | 19421.76      |                | 14665.90             | 5699.50            | 0.00                 | 02/09 06/09               |

PLAN TOTAL 26231.76

E - ESCROW CHANGE A - ALTERNATIVE LOAN P&I CHANGE B - BUYDOWN SUBSIDY CHANGE

I (WE) AGREE TO THE REPAYMENT SCHEDULE AS SET FORTH ABOVE. THE AMOUNT OF EACH PAYMENT IS SUBJECT TO CHANGE BASED ON SCHEDULED ALTERNATIVE MORTGAGE P&I, ESCROW OR OTHER PAYMENT CHANGES. ALL PROVISIONS OF THE NOTE AND MORTGAGE/DEED OF TRUST REMAIN IN FULL FORCE AND EFFECT.

\_\_\_\_\_  
JEAN M GAGNON

\_\_\_\_\_  
PAMELA LONGONI

000 COL11286

LONG-0164

# **EXHIBIT 11**

# **EXHIBIT 11**

# **Servicer Guide**

# **GMAC RFC**

**Version 2-08-G01**  
**Effective July 1, 2008**

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## Servicer Guide | Bulletin

# 2-08-B01

Effective: February 3, 2008

# Servicer Guide Bulletin

This Bulletin constitutes an amendment to the Servicer Guide. The purpose of the Servicer Guide Bulletin is to give notice that the GMAC-RFC Servicer Guide has been amended. All clarifications or changes are effective February 3, 2008 for events that occurred during January 2008.

The Servicer Guide may also be accessed online at [GMACResidentialFunding.com](http://GMACResidentialFunding.com), with an individual User ID and Password.

Currently Servicers are required to report certain default and loss mitigation events as they occur throughout the month to GMAC-RFC's Servicer Management Department in Burbank, California. In an effort to mitigate daily disruptions for the Servicer and to automate and streamline reporting, Servicers will be required to begin reporting on the third business day of the month (for prior month activity), certain default and loss mitigation events. The format for reporting is described in the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File. The initial reporting is effective February 3, 2008 for January 2008 activity.

Default/Loss Mitigation questions can be directed to Sherri Ealey at 818.260.1459 or [sherri.ealey@gmacrfc.com](mailto:sherri.ealey@gmacrfc.com). Technical questions can be directed to Edgar Tupaz at 818.260.1613 or [edgar.tupaz@gmacrescap.com](mailto:edgar.tupaz@gmacrescap.com).

The following sections of the GMAC-RFC Servicer Guide are being changed as a result of this action. The Servicer Guide online will be updated to reflect these changes on or before January 1, 2008.

## Chapter 4

### Section 411 Loans Paid In Full

The Servicer shall submit a Payoff/Liquidation Report GMAC-RFC 2308 and wire transfer Loan funds to GMAC-RFC within five Business Days after the event that caused the payoff/liquidation for a Loan paid in full or liquidated as a result of a third party sale in accordance with the Payoff/Liquidation File Section of this Servicer Guide.

Failure to remit the entire amount of the funds for a Loan paid in full or liquidated as a result of a third party sale within five Business Days from the event that caused the payoff liquidation will result in a cash adjustment. The cash adjustment will be equivalent to Per Diem interest calculated at the highest quoted prime rate printed on the first Business Day of each month in The Wall Street Journal in its regular column entitled "Money Rates," plus 3%. The cash adjustment will begin to accrue on the sixth Business Day from the event that caused the payoff/liquidation through and including the date that the funds are received in the appropriate GMAC-RFC account.

For delinquent loans, loans in foreclosure, bankruptcy, or subject to a loss mitigation alternative that are paid in full during the month, will be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

### Section 429 Temporary Indulgence

Temporary indulgence is a relatively short period of leniency, not to exceed three months from the Due Date of the first unpaid installment, granted to a Borrower to allow time to cure a Delinquency through full reinstatement or satisfaction of the debt.

The Servicer may grant temporary indulgence under extraordinary circumstances, such as when a sale or rental of the Mortgaged Premises is pending, or when financial assistance from a social service agency is forthcoming. Temporary indulgence may also be appropriate when the Borrower needs time to trace lost payments. The Servicer need not seek GMAC-RFC approval of temporary indulgence, but must require adequate documentation from the Borrower before granting temporary indulgence, and must follow up to verify the Borrower's compliance with the terms under which the relief was granted. If it is anticipated that the total arrearage will not be cured within three months from the Due Date of the first unpaid installment, the Servicer must consider relief through a repayment plan or special forbearance relief agreement.

Delinquent loans subject to temporary indulgence must be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default / Loss Mitigation Monthly Transaction and Reporting File.

Note: If the Delinquency has already exceeded three months the Servicer must use either a repayment plan or special forbearance agreement.

### Section 430 Repayment Plan

A repayment plan gives a Borrower a definite period, up to 18 months, in which to reinstate the Loan by immediately making, and continuing to make, payments in excess of the regular monthly installment.

If appropriate, the Servicer may enter into a plan to repay the total Delinquency within the shortest time possible, without GMAC-RFC's approval. The total repayment period should not exceed 18 months; however, when it is necessary for the total repayment period, as described above, to exceed 18 months, the plan must be in writing and requires financial documentation (e.g., most recent bank statements, most recent payroll check stub, and a financial statement) to support it. The Servicer and the Borrowers must both sign this repayment/forbearance agreement.

Delinquent loans subject to a repayment plan must be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

### Section 431 Special Forbearance Relief Agreement

Delinquent loans subject to a special forbearance relief agreement must be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

### Section 434 Loss Mitigation Workouts

Pursuing workout options reduces losses and avoids acquisition of the Mortgaged Premises. If the Servicer's evaluation of the individual circumstances of the Borrower reveals that it is unlikely that the Loan can be brought current, the Servicer must aggressively pursue a workout option as an alternative to foreclosure. If the Servicer has determined that all collection efforts have failed and all appropriate relief measures have been taken, one of the following workout options may be selected:

- Pre-foreclosure sale/short payoff
- Deed-in-lieu of foreclosure
- Loan modifications
- Write-off (applicable for mortgages with low unpaid principal balance and second mortgage liquidation)
- Note Sale and Assignment of Beneficial Interest

All loans with an open loss mitigation workout must be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

All Loan modifications, short sales, write-offs, and Note sales are subject to GMAC-RFC approval.

## Section 435 Deed-In-Lieu of Foreclosure

### (B) Servicers Recommendation

The Servicer should only accept a deed in lieu of foreclosure if it believes that such action is in GMAC-RFC's best interest. Details of the Deed-In-Lieu (prior to completion / approval, if necessary) must be reported to GMAC-RFC as an open / pending loss mitigation alternative on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File. Cash consideration may be paid to the Borrower for voluntary conveyance of the Mortgaged Premises if such action is in GMAC-RFC's best interest.

## Section 436 Write Offs

### (B) Servicers Recommendation/Notification

The Servicer's recommendation will be submitted on the Request for Loan Service Approval GMAC-RFC Form 2400 and be supported by a current Appraisal/Broker Price Option, recent credit bureau report and a Write-Off Evaluation GMAC-RFC Form 2406 along with all supporting documentation. Note: Any Loan that has primary mortgage or pool insurance must have been submitted to the appropriate Mortgage Insurer for approval prior to being submitted to GMAC-RFC.

Details of the Write Off (prior to submission/approval) must be reported to GMAC-RFC as an open / pending loss mitigation alternative on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## Section 437 Loan Modifications

### (C) Servicers Recommendation/Notification

The Servicer should recommend such approval to GMAC-RFC's Servicer Management Department if it believes that such action is in GMAC-RFC's best interest. Details of the Servicer analysis must be reported to GMAC-RFC on a Request for Loan Service Approval GMAC-RFC Form 2400, accompanied by a copy of the appraisal report and supporting documentation.

Details of the Loan Modification (prior to submission / approval) must be reported to GMAC-RFC as an open / pending loss mitigation alternative on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## Section 438 Bankruptcies

### (C) Monthly/Periodic Reports

All open Bankruptcies and changes to the Bankruptcy status (dismissal, discharge, relief) must be reported to GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

If there is any change in the Mortgaged Premises occupancy status or condition (i.e. waste, vacancy, and/or abandonment, etc.), delay in court proceedings, confirmation of a plan of reorganization that provides for changes in the terms of the Loan, etc. Such information should be forwarded promptly to GMAC-RFC's Servicer Management Department in Burbank. Where appropriate, supporting documentation must be attached.

## Section 440 Institution of Foreclosure

(This will be deleted.)

### (B) Servicer Responsibilities

All open foreclosures and changes / updates to the foreclosure status / milestone events (with the exception of the actual sale date / acquisition of an REO as described in the Notification of Foreclosure Sale and Acquisition of Title section of the Guide) must be reported to GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

### (D) Attorneys and Trustees

(This will be an additional paragraph.)

The Servicer must notify their assigned GMAC-RFC asset manager in Burbank, California of the foreclosure referral date/1st legal Action date within 10 days of the event occurring.

## **Section 440 Institution of Foreclosure**

### **(F) Broker's Price Opinion**

Within 30 days following the completion of the first legal action relating to a delinquent GMAC-RFC Loan, the Servicer is required to obtain and to provide GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File, a valuation of the property completed as either an Automated Valuation Model (AVM) or a Broker's Price Opinion (BPO). AVMs must be provided by a GMAC-RFC AVM approved vendor as listed in GMAC-RFC Form 2414. The Servicer is expected to utilize this updated and reviewed valuation in developing appropriate loss mitigation strategies to assist the borrower and mitigate investor losses while attempting to avoid the foreclosure of the property.

## **Section 443 Foreclosure Sale Bidding Instructions**

### **(A) Foreclosure Sale Bidding Instructions**

(third paragraph)

The fair market Value must be supported by a Broker's Price Opinion (BPO) as reviewed by the Servicer obtained no more than 120 days prior to a scheduled foreclosure sale. The BPO must reflect the Value of the property in an "as is" condition. The BPO must be completed by a licensed real estate broker free from any conflict of interest or financial interest in the transactions. Any updates to the property valuation must be reported to GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File

## **Section 441 Action During Foreclosure**

### **(E) Inspections**

During the foreclosure process, the Servicer must inspect the Mortgaged Premises at least monthly, and more frequently if the property is vacant or as other circumstances warrant. Care and condition of the property, as well as economic variables, can affect the value of the mortgaged property as the foreclosure process continues. It is incumbent upon the Servicer to review in detail the required monthly property inspections for signs of waste and deterioration, and to be aware of regional economic trends affecting property values. If during the foreclosure process (especially in a long or delayed foreclosure) a Servicer finds that the property value has been adversely affected, the Servicer should request a current fair market valuation (BPO) to make sure that foreclosure remains a viable resolution in mitigating investor losses. If the property is found to be vacant or unsecured, the BPO obtained should include an interior inspection and the property should be secured. Current values must also be used in driving loss mitigation solutions to avoid foreclosure whenever possible. Any updates to property inspections on delinquent loans must be reported to GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction

## **Section 443 Foreclosure Sale Bidding Instructions**

### **(B) Notification**

The Servicer must notify GMAC-RFC of a scheduled foreclosure sale and the bidding strategy no later than ten days prior to the scheduled foreclosure sale only if notified to do so as an Investor Special Handling requirement as described in the Name in Which to Foreclose section of the Guide. The Servicer must provide the BPO value and statement of total indebtedness as of the scheduled foreclosure sale date and report same on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

Failure to submit the aforementioned information/documentation in accordance with timelines and investor requirements may require the Servicer to postpone the scheduled foreclosure sale date and subject the Servicer to a Per Diem Penalty

## **Section 422 Interview With Borrower; Property Inspection**

### **(A) Inspection Dates**

A property inspection must be made before the 60th day of Delinquency and again every month thereafter until satisfactory repayment arrangements have been made. Results noted in the most recent inspection must be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## **Section 445 Real Estate Owned (REO)**

### **(D) Evictions**

Evictions should be completed in accordance with the State timelines. The guidelines for these timelines can be found in the USFN eviction timeline matrix or from the servicer's eviction attorneys. Eviction delays should be thoroughly explained in the servicer's records and an action plan should be established. It is GMAC-RFC's expectation that eviction files are closed as soon as possible and that Loss Mitigation efforts (such as cash for keys) are being offered when they are likely to minimize GMAC-RFC's costs.

All properties in the eviction process must be reported by the entity managing and marketing the property, with the required milestone dates (start/end) on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## **Section 447 Rehabilitation**

(This will be an additional paragraph)

The current aggregate of rehabilitation / repair expenses must be reported by the Servicer managing and marketing the property on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## **Section 453 Reporting Requirements**

(This will be an additional paragraph)

All REO properties must be reported by the Servicer managing and marketing the property, with the required milestone data (as described within GMAC-RFC **Form 2415**), on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## **Section 455 Multipurpose Loan Service Report**

For delinquent loans (greater than two payments delinquent), loans in foreclosure, bankruptcy or loans subject to a loss mitigation alternative must be reported to GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

Please review details of the file format and method of delivery in the attached GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

The Servicer may grant temporary indulgence under extraordinary circumstances, such as when a sale or rental of the **Mortgaged Premises** is pending, or when financial assistance from a social service agency is forthcoming. Temporary indulgence may also be appropriate when the Borrower needs time to trace lost payments. The Servicer need not seek GMAC-RFC approval of temporary indulgence, but must require adequate documentation from the Borrower before granting temporary indulgence, and must follow up to verify the Borrower's compliance with the terms under which the relief was granted. If it is anticipated that the total arrearage will not be cured within three months from the Due Date of the first unpaid installment, the Servicer must consider relief through a repayment plan or special forbearance relief agreement.-

Delinquent loans subject to temporary indulgence must be reported on the third **Business Day** of the following month using the **GMAC-RFC Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

Note: If the Delinquency has already exceeded three months the Servicer must use either a repayment plan or special forbearance agreement.

### 430 Repayment Plan

A repayment plan gives a Borrower a definite period, up to 18 months, in which to reinstate the Loan by immediately making, and continuing to make, payments in excess of the regular monthly installment.

If appropriate, the Servicer may enter into a plan to repay the total **Delinquency** within the shortest time possible, without GMAC-RFC's approval. The total repayment period should not exceed 18 months; however, when it is necessary for the total repayment period, as described above, to exceed 18 months, the plan must be in writing and requires financial documentation (e.g., most recent bank statements, most recent payroll check stub, and a financial statement) to support it. The Servicer and the Borrowers must both sign this repayment/forbearance agreement.

Delinquent Loans subject to a repayment plan must be reported on the third **Business Day** of the following month using the **GMAC-RFC Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

### 431 Special Forbearance Relief Agreement

A special forbearance relief agreement is a written agreement to reduce or suspend regular payments for a forbearance period of up to 18 months. At the conclusion of the special forbearance relief period, regular payments must be resumed and satisfactory arrangements made to repay the amount suspended.

The Servicer may enter into a special forbearance relief agreement, without GMAC-RFC's approval, if the following conditions are met:

- The reason for default and the circumstances of the Borrower justify the relief action contemplated
- The default is curable
- The agreement outlines specific dates for repayment and specific forbearance amounts to be paid
- The Servicer obtains credit documentation (credit report, verifications of deposit, income, and employment and an itemized statement of monthly expenses including household and debt obligations) in order to ascertain the Borrower's financial position and evaluate the prospect of the Borrower's compliance with the repayment plan
- The Servicer obtains any necessary approval where applicable from the **Mortgage Insurer**, and superior lienholders before executing the agreement
- The Servicer prepares the agreement and has it executed by all parties (a copy of the executed agreement, with supporting documentation must be retained in the Loan file)
- The Servicer inspects the **Mortgaged Premises** before execution of the agreement and reinspects it at least every 60th day in accordance with the requirements of the **Interview with Borrower; Property Inspection** Section of this Servicer Guide. If an inspection, required before the execution of the forbearance agreement, reveals that the Mortgaged Premises have been abandoned or are in poor physical condition, the Servicer may not enter into a forbearance agreement without GMAC-RFC's prior approval
- The forbearance agreement permits the institution or continuation of foreclosure proceedings in the event of any default under the terms of that agreement

If the Borrower fails to comply with the terms of the forbearance agreement, the Servicer may agree to a new plan, provided that the aggregate forbearance period does not exceed 18 months from the **Due Date** of the first unpaid installment. If there is no reasonable expectation that additional relief will bring the Loan current and maintain it in that status, the Servicer must immediately recommend one of the following:

- The Servicer is subject to the following schedule of penalties, based on the timelines of GMAC-RFC's receipt of the Statement of Foreclosure Expenses **GMAC-RFC Form 2409**.

| Receipt by GMAC-RFC      | Penalty Amount                   |
|--------------------------|----------------------------------|
| 31 - 35 calendar days    | \$250.00                         |
| 36 - 40 calendar days    | \$500.00                         |
| 41 - 45 calendar days    | \$750.00                         |
| 46 or more calendar days | no reimbursement/denial of claim |

- For further clarification, refer to the **Indemnification** Section and the **Right of Set-Off** Section of this Servicer Guide.

## 437 Loan Modifications

### (A) General

Not all Loans will be eligible for modification. A Loan Modification occurs when a change is made to one or more of the original terms of a Mortgage Note. Such changes could entail a change to the interest rate, payment amount, maturity date or the principal balance of the Loan. All Loan Modifications must be reduced to writing (recordable format) and the Servicer must obtain the approval of GMAC-RFC prior to accepting/approving a Loan Modification. Servicers must submit all requests for Loan Modifications using prudent servicing judgment. If GMAC-RFC determines the submitted Loan is not eligible for modification the Servicer will at least have a financial package to analyze for another Loss Mitigation Alternative.

### (B) Modification Analysis

The Servicer must:

- Obtain a request for the Loan Modification, from the Borrowers indicating that a hardship exists, along with a narrative as to efforts previously taken to overcome the hardship and the reasons why the Borrowers believe the modification will resolve the hardship
- Obtain from all Borrowers a credit report with credit score from a national credit reporting agency
- Obtain the most recent paycheck stub, copies of the most recent **signed** tax return, and a completed **Fannie Mae/Freddie Mac** Form 1003 (Residential Loan Application). If the Borrower is self-employed, the Servicer must obtain a current financial statement in addition to the Fannie Mae/Freddie Mac Form 1003
- Obtain a current title report to determine the priority of the lien, outstanding property taxes and other encumbrances
- Obtain written confirmation from all junior lien creditors of their agreement to the Loan Modification and their willingness to subordinate to same as is necessary
- Obtain a current value of the **Mortgaged Premises** from a disinterested, qualified appraiser/broker and report the results on the applicable valuation form. If repairs to the Mortgaged Premises are necessary, the valuation must state the estimated market Value of the Mortgaged Premises after repair and the estimated costs of the repairs
- Ascertain that the full benefits of any mortgage insurance will be available to cover any losses and provide a copy of the **Mortgage Insurer's** acceptance of the Loan Modification

Costs associated with the acceptance of a Loan Modification, such as appraisal, credit report, title search, attorneys' fees, etc. should be collected from the Borrower to the maximum extent permitted by applicable law. In the event the Borrower is unable to pay such costs or applicable law does not permit the collection of such costs from the Borrower, the Servicer shall pay such costs and request reimbursement in accordance with the **Reimbursements** Section of this Servicer Guide.

### (C) Servicer's Recommendation/Notification

The Servicer should recommend such approval to GMAC-RFC's Servicer Management Department if it believes that such action is in GMAC-RFC's best interest. Details of the Servicer analysis must be reported to GMAC-RFC on a Request for Loan Service Approval **GMAC-RFC Form 2400**, accompanied by a copy of the appraisal report and supporting documentation.

Details of the Loan Modification (prior to submission/approval) must be reported to GMAC-RFC as an open/pending loss mitigation alternative on the third **Business Day** of the following month using the **GMAC-RFC Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

#### (D) Documentation

Upon receiving GMAC-RFC's written approval, the Servicer must prepare any documents necessary to process the Loan Modification. The Servicer must prepare all modification/subordination documents and see that they are prepared, executed and recorded in accordance with the applicable local and State law and regulations. The Servicer must make sure that GMAC-RFC's lien priority is not altered. For Loans registered with MERS, the Servicer shall be required to prepare and execute all instruments, notices and other documents in connection with the modification of the Loan in accordance with MERS' rules and procedures, as amended from time to time.

The Servicer may receive an incentive payment in the amount of \$400 for each successfully completed Loan modification. For Loan modifications that include capitalization the Servicer will request the incentive payment along with the reimbursement request for the capitalized arrearages. For Loan modifications other than capitalizations the Servicer is required to submit a spreadsheet at month end for Loan modifications completed during that month. See the **Marketing REO Assets** section. The Spreadsheet should be sent to GMAC-RFC's Claims Administration Department at [Bur-MSClaims@gmacescap.com](mailto:Bur-MSClaims@gmacescap.com).

Only one Loan modification incentive fee is allowed for the life of a Loan. Loan modifications where the next and/or first adjustment date is delayed into the future do not qualify for the incentive payment.

### 438 Bankruptcies

#### (A) General

The Servicer must take appropriate action to protect GMAC-RFC's interest during bankruptcy proceedings in which the Borrower is the debtor. At a minimum, the Servicer must:

- Comply with all applicable laws and regulations
- Obtain competent legal counsel
- Obtain a copy of the Borrower's (debtor's) bankruptcy petition and other bankruptcy notices
- Accurately complete and file a Proof of Claim within the time limitations set by the Bankruptcy Court
- Maintain copies of all relevant documents including the notice of first meeting of creditors, Proof of Claim, pleading, notices, etc.
- Determine whether the Borrower wishes to keep the **Mortgaged Premises** and reaffirm the debt
- Review any repayment plan proposed under Chapter 11 or 13 of the Bankruptcy Code, and respond in a manner that represents GMAC-RFC's best interest
- If appropriate, file an action with the Bankruptcy Court to obtain abandonment of the Mortgaged Premises and an order lifting the Automatic Stay
- Monitor receipt of payments under any approved repayment plan and, if the Borrower defaults on these payments while under a court-approved repayment plan, instruct its designated attorney to take immediate action to modify the stay order and institute or resume foreclosure proceedings
- Perform a monthly drive-by inspection of the Mortgaged Premises for any Loan delinquent 60 days or more unless a repayment plan is in place and being followed
- Obtain the Fair Market Value in accordance with judicial requirements, where relief is possible due to a lack of equity

The Servicer must be familiar with non-reimbursable fees and costs and allowable limits as referenced in the **Non-reimbursable Expenses** Section of this Servicer Guide and the Expense Reimbursement Guidelines **GMAC-RFC Form 2404**.

The Servicer must adhere to the appropriate timelines as follows:

| Bankruptcy   | Delinquency Status   | Referral to Attorney              | Timeline   |
|--|--|-----------------------------------|--|
| Chapter 7  | Loan is current or less than 30 days delinquent when the bankruptcy is filed | After the 30th day of delinquency | Case completion no later than the Loan's 135th day of delinquency. |
| For Chapter 7, case completion is defined as: Termination of Automatic Stay, case dismissed or closed, or Trustee's abandonment of interest in the secured property. |  |                                   |  |



## Modification Program Overview

---

The program provides loan modifications to our homeowners to achieve its dual objectives:

- Keep homeowners in their homes by making the loan more affordable
- Reduce investor losses by reducing loan defaults

Typically, homeowners who require loan modification have experienced some type of life event that has temporarily or permanently reduced their income or increased their expenses

However, homeowners who have not experienced any financial hardship but whose loan has become unaffordable due to an interest rate increase are also eligible for loan modification.

All modification decisions are made on an asset-level and are not influenced by factors such as loan type, loan amount, or legal representation status.

Modifications take the form of changes to the terms of the mortgage loan. A modification may include reduction of the interest rate, and extension of the repayment term, or a reduction in the principal balance of the loan, or a combination of all three. All changes are made to make the payment more affordable to the homeowner.

GMAC offers four different modification programs:

- **HAMP** – HAMP stands for the Home Affordable Modification Program as is a program designed by the US Treasury Department and overseen by FNMA and FHLMC. A loan does not have to be a conforming loan (owned by FNMA or FHLMC) to be eligible for HAMP.
- **Traditional Modification** – Offered on qualified first and second lien mortgages that are not eligible for HAMP. The eligibility requirements and modification types offered vary by investor.
- **Second Lien Bulk Modification** - Offered on loans that are 62 plusdays delinquent where in the past we have been unable to establish contact with a homeowner. The eligibility requirements and modification types vary by investor.
- **Framework (Bush) Modification** - Offered to qualified homeowners to prevent payment shock from the initial ARM interest rate resets. With this modification, the interest rate is frozen for five years. No other adjustments, including term extension or capitalization of arrearages, are made. Loans that are up to 60 days delinquent may qualify for the Framework modification program.
- **GMAC ResCap Preemptive Modification** (Retired) - Offered to homeowners whose ARM loans are current in payment but did not meet the criteria for the

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GMAC-02-000193

Ex 22

Framework Modification. This modification is also offered to qualified homeowners to prevent payment shock from ARM interest rate resets. With this modification, the interest rate is frozen for five years. No other adjustments, including term extension or capitalization of arrearages, are made.

Revised Date: 02/13/2009

## Custom Modification Types

The table below describes custom Modification types and usage.

| <b>Modification Types Addressing Arrearages:</b>       |  |
|--|--|
| <b>Type</b>  | <b>Definition</b>  |
| Capitalization   | Adds delinquent amount (delinquent interest, escrow shortage, and/or unpaid default fees) to the unpaid principal balance (UPB) of the loan.<br><ul style="list-style-type: none"> <li>The loan is reamortized in conjunction with the capitalization.</li> </ul>          |
| Debt Forgiveness                                       | Forgives <u>all</u> or <u>part</u> of the delinquent amount (delinquent interest, escrow shortage, and/or unpaid default fees).<br><ul style="list-style-type: none"> <li>Any forgiven amounts are essentially written off and no longer due from the borrower.</li> </ul> |
| <b>Modification Types for Long-Term Affordability:</b> |  |
| <b>Type</b>  | <b>Definition</b>  |
| Term Extension   | The loan's maturity date is extended beyond the contractual maturity date from closing.<br><ul style="list-style-type: none"> <li>The loan is reamortized over the increased term.</li> </ul>  |
| Permanent Interest Rate Reduction                      | The loan's interest rate is permanently reduced for future payments.<br><ul style="list-style-type: none"> <li>The reduction in interest rate lowers the monthly P&amp;I payment for the remaining term of the loan.</li> </ul>  |
| Debt Forgiveness                                       | Forgives a <u>portion</u> of the loan balance.<br><ul style="list-style-type: none"> <li>Any forgiven amounts are essentially written off and no longer due from the borrower.</li> <li>The monthly payment is recalculated using the reduced loan balance.</li> </ul>     |

## Modification Approval Guide

# **EXHIBIT 12**

**EXHIBIT 12**

11 N. Haskell Ste 1200

Exhibit 12 Pg 2 of 15

Dallas, TX 75204

PH: 214-874-2478

Fax: 866-267-9693

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Monday, August 03, 2009 10:55 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: OMG!! URGENT!! PLEASE!!! LONGONI

Nate,

I hate to bother you, but I have no alternative. I am absolutely unable to get any assistance from GMAC at all and now I am getting notices in my mail from some place called ETS saying my house is being sold at auction on the 18<sup>th</sup>. Why is this happening? I thought everything was going smoothly. I have NEVER received anything from GMAC. Please Nate, please help.

Thanks,

Pam

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Thursday, July 09, 2009 9:26 AM  
**To:** Pam Longoni  
**Subject:** RE: OMG!! URGENT!! PLEASE!!! LONGONI

Hi Pam,

I will e-mail Landon and have him give you a call. The Obama Modification is a program that the govt came out with in Mid April, and we started doing them in mid May. It is basically a subsidized program that allows us to drop payments down to 31% of the borrowers gross income. It allows us to be a little more aggressive with our rates and Debt forgiveness.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Thursday, July 09, 2009 11:21 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: OMG!! URGENT!! PLEASE!!! LONGONI

Nate,

I know you are no longer with this group, but you are the only contact I have. I have NEVER received a call from Landon Huck. How can I reach him? Can you e-mail him and have him contact me? I was out of town on 7/2 ... but never had any message or anything.

What is an Obama Modification?

Thx,

P

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Thursday, July 09, 2009 9:10 AM

**Pam Longoni**

**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacescap.com]  
**Sent:** Thursday, July 09, 2009 9:10 AM  
**To:** Pam Longoni  
**Subject:** RE: OMG!! URGENT!! PLEASE!!! LONGONI

Pam,

It looks like they are trying to put you onto an Obama Modification. Your Foreclosure is on Hold. GMAC does not want to take your house. When we last talked I said that, from the information that I could gather from my old dept, this was waiting to be approved by management. I am not sure what happened with that, but when I had originally set you up it was a traditional GMAC Mod. We are now trying to put everyone into the Obama plan. Per the notes that I saw Landon Huck gave you a call on 7/02. There is an Obama pkg that you can download from [www.gmacmortgage.com](http://www.gmacmortgage.com)  
Go to Resource Center  
Then Go to Homeowner Help  
Download the Financial Analysis PDF.  
You can fax it to 866 709 4744.

There will be a check list for the items that we need. I am sure that we have most of it, but please try to send it all to be sure.

I want you to know that we will try to do everything we can before we proceed with a foreclosure. Unfortunately I can't do anything with this file myself because I am no longer with this group. I hope this helps you a little bit. Sorry for all of the confusion.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Thursday, July 09, 2009 10:31 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** OMG!! URGENT!! PLEASE!!! LONGONI

Nate,  
I have been trying to make the \$1600 payment for SIX days, and to no avail. I finally reached financial services this morning and was told by some guy named Henry that our modification was NOT APPROVED and we owe \$19,000 some odd dollars or they will sell our house!!! He would not accept the \$1600 payment and said that was only set up for three months. Nate, you assured me that this was approved and everything would be okay. Please help. I can't get anyone at GMAC/Homecomings to understand our situation. Now what do we do? I can't lose my house. If I do, my ex will take my kids away from me.  
Please e-mail or call me.

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Trickson, Thorpe & Swainston, Ltd.**  
**39 West Arroyo Street**  
**P.O. Box 3559**  
**Reno, Nevada 89505**

Pam Longoni Exhibit 12 Pg 4 of 15

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**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Tuesday, June 30, 2009 9:41 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

That is the way that I had it set up, however, I am not sure if that was how it was approved or not.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, June 30, 2009 11:39 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni

So "approved" means \$1600 a month and the principal reduction?

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Tuesday, June 30, 2009 9:30 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

You might be able to try 1 800 799 9250.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, June 30, 2009 11:19 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni

Nate,  
When I call the regular Homecomings 800 number, no one knows any information. Do you have any suggestion as to what department I could start with? So it was approved? Does that mean the \$1600 payment and the principal reduction?

WOW!

12-12020-mg Doc 8505-12 Filed 04/15/15 Entered 04/15/15 19:45:08 Exhibit  
**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Tuesday, June 30, 2009 9:12 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

Hi Pam,

I am sorry I am not able to give you the contact info. I did, however, rcv an e-mail stating that the Mod had been approved yesterday, but that is all that I know. You may want to call in and see if you can get some more details.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, June 30, 2009 11:00 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni

Hi Nate,

Do you have any contact information for Landon? Thank you for still helping us ☺

Hope you are having a nice summer.

Pam

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Tuesday, June 30, 2009 7:08 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

Hi Pam,

I e-mailed my old dept yesterday and they responded that the file has been sent for final management approval. The person handling the file is Landon Huck. I hope that this helps you. Good luck.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Monday, June 29, 2009 5:15 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** Longoni

Nate,  
I can't seem to get a hold of anyone who knows anything about the modification you were working on. Homecomings sent me information indicating that my payment was as it was before, and the balance was the same. Please help!!!!

**Pam Longoni**

Exhibit 12 Pg 6 of 15

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**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Wednesday, May 27, 2009 8:37 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni Loan

Hi Pam,

I am not sure who your loan is going to be assigned to, but as soon as I find out I will let you know who you can contact.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Wednesday, May 27, 2009 10:31 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni Loan

Hi Nate,

I feel comfortable corresponding with you re: my loan. Since you are moving to another team, should I contact someone else? I am so fearful that this won't be approved, and I will lose my house.

Thank you for all you've done.

Pam

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Tuesday, May 26, 2009 11:43 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni Loan

Hi Pam,

Hope that you are doing well. I don't have an update for you yet. You should continue to make the \$1600 pymt. We should be getting an update fairly soon. Once the decision has been made then paperwork will be sent out with the new terms. I am actually moving to a different team next week so I will not be able to help your friend, but if he just calls in someone will be able to help him with his situation. Let me know if you can think of any other questions. Have a good one!!

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, May 26, 2009 12:36 PM



Hi Nate,

Hope all is well. I will be making my third payment of \$1600 on Friday. However, I still have not received any paperwork re: the modification. Do you have any update for me? And do I still continue the \$1600 next month? I hope so. I would never be able to afford more.

I also have a friend who has a loan with Homecomings/GMAC. His situation is very similar to mine. Can I refer him to you and see if you can help him?

Thanks,

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Erickson, Thorpe & Swainston, Ltd.**  
**99 West Arroyo Street**  
**P.O. Box 3559**  
**Reno, Nevada 89505**  
**Phone: (775) 786-3930, ext. 222**  
**Fax: (775) 786-4160**  
[plongoni@etsreno.com](mailto:plongoni@etsreno.com)



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**Pam Longoni**

**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacescap.com]  
**Sent:** Tuesday, May 05, 2009 2:10 PM  
**To:** Pam Longoni  
**Subject:** RE: More Longoni Drama

According to what I see we rcv'd \$1600 yesterday. You're good to go!! It doesn't look like our VP has had a chance to look at this yet, (We are swamped!!!!!!) The notes that I saw are good though (indicating that it makes sense to do the Modification). We still have 2 months before I would have to set up plan. So everything is still sort of on hold. Hope all is well. Let me know if you have any other questions.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, May 05, 2009 3:58 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** More Longoni Drama

Hi Nate,

So I made my payment of \$1600 on Friday, May 1<sup>st</sup> via Western Union. I just got a call from Homecomings stating that my payment has not been received. Can you please check for me?

Thanks,

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Erickson, Thorpe & Swainston, Ltd.**  
**99 West Arroyo Street**  
**P.O. Box 3559**  
**Reno, Nevada 89505**  
**Phone: (775) 786-3930, ext. 222**  
**Fax: (775) 786-4160**  
[plongoni@etsreno.com](mailto:plongoni@etsreno.com)

 **ERICKSON, THORPE &  
SWAINSTON, LTD.**

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**Pam Longoni**

**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacescap.com]  
**Sent:** Friday, May 01, 2009 8:30 AM  
**To:** Pam Longoni  
**Subject:** RE: LONGONI

Hi Pam,

It looks like someone put a "Certified Funds Flag" on your acct. Basically that means that the only pymt that we can take has to be certified. I have removed that flag, could you please try one more time and see if that solved the problem. Please let me know what happens, and we'll go from there. Hope all is good.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Friday, May 01, 2009 9:44 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** Re: LONGONI

Nate,  
It's the pest again. I'm working from home today, and tried first thing to make my payment via online and I also called. The rep on the phone wouldn't take the payment. Please help. Last month it worked on the phone... what should I do? I have to leave the house in about 45 mins... maybe you could call me on my cell phone at 775-530-5251.  
Thank you!  
Pam Longoni

----- Original Message -----

**From:** Stephenson, Jonathan - TX  
**To:** Pam Longoni  
**Sent:** Tuesday, April 28, 2009 12:18 PM  
**Subject:** RE: LONGONI

The \$186K includes \$15k in interest. So the actual principal that is being written off is around \$169K. After 5 yrs your rate will increase by no more than 1% per year. The highest that it can go is 13.875%. The principle will be gone forever. Don't worry about being a pest, that's what I'm here for!!! Let me know if you can think of anything else.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, April 28, 2009 1:31 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: LONGONI

Hi again,

Ok, I get it – sort of. So \$439,000 minus \$186,000 is \$253,000 (and change), not \$269,000, right? And so what happens after five years? The interest rate goes up, the principal goes back?

I know, I'm such a pest. I owe you.

Pam

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacescap.com]

**Sent:** Tuesday, April 28, 2009 11:20 AM

**To:** Pam Longoni

**Subject:** RE: LONGONI

Hi,

It has to go to higher management, due to the amount. The balance that I am showing is 439177.63. If we get this MOD approved your balance will drop to \$269,677.03 at 3% for five years.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]

**Sent:** Tuesday, April 28, 2009 1:15 PM

**To:** Stephenson, Jonathan - TX

**Subject:** RE: LONGONI

Hi Nate,

What has to go a little higher? Can you tell me the balance of the loan?

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacescap.com]

**Sent:** Tuesday, April 28, 2009 11:14 AM

**To:** Pam Longoni

**Subject:** RE: LONGONI

Hi Pam.

The 2316.30 is actually the escrow shortage. I have added that back into the loan already. I just took a look at the notes on your loan and it looks as if one manager looked at it and agreed that the it was a win win situation, but because it is \$186K that we are trying to write off, it has to go a little higher.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]

**Sent:** Tuesday, April 28, 2009 12:22 PM

Hi Nate,

I was just looking at my mortgage information on line, and it indicates the last payment of \$1600 was received, as well as the \$7.50 fee for processing. Then on April 7<sup>th</sup>, it indicates that fees in the amount of \$2,316.30 have been charged to the account. What does this mean, and am I responsible to pay that? I will be making another payment of \$1600 on Thursday.

Thanks!

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Erickson, Thorpe & Swainston, Ltd.**  
**99 West Arroyo Street**  
**P.O. Box 3559**  
**Reno, Nevada 89505**  
**Phone: (775) 786-3930, ext. 222**  
**Fax: (775) 786-4160**  
[plongoni@etsreno.com](mailto:plongoni@etsreno.com)

 **ERICKSON, THORPE &  
SWAINSTON, LTD.**

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**Pam Longoni**

Exhibit 12 Pg 12 of 15

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**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacescap.com]  
**Sent:** Tuesday, April 21, 2009 2:51 PM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

I'll let her know ☺

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, April 21, 2009 4:39 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni

Nate,  
Sorry to hear you aren't feeling well. I will wait to hear back from you. Tell that VP not to let me lose my house! Ha.  
Take care,  
Pam

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacescap.com]  
**Sent:** Tuesday, April 21, 2009 2:36 PM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

Hi Pam,

Sorry to take so long to get back to you, I have been out sick. I am still waiting on approval from our VP. Things are a little backed up here due to the current state of the housing market. I'll let you know as soon as I hear anything. Hope all is well.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, April 21, 2009 4:17 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** FW: Longoni

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Monday, April 20, 2009 2:22 PM  
**To:** 'Stephenson, Jonathan - TX'  
**Subject:** RE: Longoni

Hello Nate,

How are you? I'm just following up. I will make another payment of \$1600 next Thursday the 30<sup>th</sup>. I still have not received any documentation regarding the modification. I know you told me not to worry, but I'm just weird that way! Do you still feel confident that this will go through? I am absolutely certain that anything higher than \$1600 a month will just make it a matter of time before we would have to mail you the keys – yuck.

Have a great week.

Pam Longoni

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Thursday, April 02, 2009 11:23 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

Your trail modification is approved, but since I am trying to write off \$176K from your loan, I need to get approval from our Vice President. There is a chance that she may come back and say no. I have done the analysis already and it seems to be a win win situation, so I am fairly confident that it will get approved for a permanent modification.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Thursday, April 02, 2009 1:16 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni

Oh?? I thought this was a "for sure" thing. There's a chance it will not go through?

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Thursday, April 02, 2009 11:09 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

That's great!! Your next payment is due 4/30/09 for \$1600. All that I am waiting on in order to make this a permanent change (next 5yrs) is approval from the Vice President of the Bank. I should know the outcome in the next month (ish) ☺

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

Pam Longoni

Exhibit 12 Pg 14 of 15

---

**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Thursday, April 02, 2009 11:23 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

Your trail modification is approved, but since I am trying to write off \$176K from your loan, I need to get approval from our Vice President. There is a chance that she may come back and say no. I have done the analysis already and it seems to be a win win situation, so I am fairly confident that it will get approved for a permanent modification.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Thursday, April 02, 2009 1:16 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni

Oh?? I thought this was a "for sure" thing. There's a chance it will not go through?

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Thursday, April 02, 2009 11:09 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

That's great!! Your next payment is due 4/30/09 for \$1600. All that I am waiting on in order to make this a permanent change (next 5yrs) is approval from the Vice President of the Bank. I should know the outcome in the next month (ish) ☺

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Thursday, April 02, 2009 1:01 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** Longoni

Hi Nate,

So I got this weird call this a.m. at the house from Homecomings leading me through all these prompts to make the \$1600 payment. So I followed the steps and made the payment accordingly. My confirmation number is 684165546. The payment was \$1600 plus a \$7.50 transaction fee. Whew!  
I'm glad that's over. And now I don't have to go hassle with Western Union.



**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacescap.com]  
**Sent:** Thursday, April 02, 2009 11:09 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

That's great!! Your next payment is due 4/30/09 for \$1600. All that I am waiting on in order to make this a permanent change (next 5yrs) is approval from the Vice President of the Bank. I should know the outcome in the next month (ish) ☺

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Thursday, April 02, 2009 1:01 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** Longoni

Hi Nate,

So I got this weird call this a.m. at the house from Homecomings leading me through all these prompts to make the \$1600 payment. So I followed the steps and made the payment accordingly. My confirmation number is 684165546. The payment was \$1600 plus a \$7.50 transaction fee. Whew!  
I'm glad that's over. And now I don't have to go hassle with Western Union.

So when is my next payment due?

Thanks for everything! You rock!

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Erickson, Thorpe & Swainston, Ltd.**  
**99 West Arroyo Street**  
**P.O. Box 3559**  
**Reno, Nevada 89505**  
**Phone: (775) 786-3930, ext. 222**  
**Fax: (775) 786-4160**  
[plongoni@etsreno.com](mailto:plongoni@etsreno.com)



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# **EXHIBIT 13**

# **EXHIBIT 13**

## **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

07/16/09

JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE  
RENO NV 89523

RE: Account Number 7440353498  
Property Address 5540 TWIN CREEKS DRIVE  
RENO NV 89523

Dear JEAN M GAGNON  
PAMELA LONGONI

The repayment plan we previously established at your request has been canceled for one or more of the following reasons:

☐ The payment received does not represent the correct amount as specified in the signed repayment agreement.

☒ The payment was not received by the payment due date as specified in the signed repayment agreement.

☐ The signed repayment agreement has not been received.

☐ The required contribution has not been received.

Notice -- This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced loan, not as a personal liability.

At this time, the default proceedings will resume. If you wish to discuss the status of your account or the canceled payment plan, please contact the Loss Mitigation Department at 800-850-4622, extension .

Loss Mitigation Department  
Loan Servicing

5:86

**GMAC-01-0282**

Ev 30

# **EXHIBIT 14**

# **EXHIBIT 14**

Identifier: 7440353498

Doc Type: BREL

00301

**GMAC Mortgage**

July 30, 2009

Jean M Gagnon and Pamela Longoni  
5540 Twin Creeks Dr  
Reno, NV 89523-2214  
|||||

Re: Loan Number 7440353498  
Property Address 5540 TWIN CREEKS DRIVE  
RENO, NV 89523

Dear Jean M Gagnon and Pamela Longoni:

We have been unsuccessful in our attempts to reach you to discuss possible workout options. In order to consider a workout and/or repayment for your mortgage loan, it is critical that the enclosed Financial Analysis Form is completed and returned to our office at your earliest opportunity. Please fax the documentation to 1.866.709.4744. In addition to the completed Financial Analysis Form, please provide the following:

- 1) Signed letter explaining the cause of default or imminent (future) default and signed Hardship Affidavit
- 2) Copies of the two most recent pay stubs (for each borrower on the loan) or, if self-employed, a current income statement, balance sheet, statement of owner's equity and a 6-month profit and loss statement
- 3) Copy of your most recent Federal Tax return with all schedules and completed Request for Transcript of Tax Return, Form 4506-T

Please allow five business days from the date of receipt to process your financial package. If you have any questions regarding this information, please contact us at 1.800.799.9250 (Monday - Thursday 8:00 a.m. to 7:00 p.m., Friday 8:00 a.m. to 5:00 p.m., Central time). Thank you once again for contacting GMAC Mortgage. We look forward to assisting you in the near future.

Sincerely,

Asset Resolution Specialist

Enclosure

*Please note, federal law requires that we advise you that this letter and all subsequent communication (written and/or oral) is an attempt to collect a debt and any information obtained will be used for that purpose.*

30 days to sale

**GMAC-01-0284**

# **EXHIBIT 15**

# **EXHIBIT 15**

1 THOMAS P. BEKO, ESQ. (#002653)  
2 PAUL M. BERTONE, ESQ. (#004533)  
3 ERICKSON, THORPE & SWAINSTON  
4 99 West Arroyo Street  
5 P.O. Box 3559  
6 Reno, Nevada 89505  
7 Telephone: (775) 786-3930  
8 *Attorneys for Plaintiffs*

9 **UNITED STATES DISTRICT COURT**  
10 **DISTRICT OF NEVADA - RENO DIVISION**

11 PAMELA D. LONGONI, individually  
12 and as Guardian Ad Litem for LACEY  
13 LONGONI, and JEAN M. GAGNON,

Case No.: 3:10-CV-00297-LRH-(VPC)

14 Plaintiffs,

15 vs.

16 GMAC MORTGAGE, LLC., a Delaware  
17 Limited Liability Company, EXECUTIVE  
18 TRUSTEE SERVICES, LLC., a Delaware  
19 Limited Liability Company, ILLEANNA  
20 PETERSON, KATHLEEN GOWEN,  
21 individuals, DOES 1-10; BLACK AND  
22 WHITE CORPORATIONS 1-10,  
23 corporations; ABLE & BAKER  
24 COMPANIES 1-10, co-partnerships and  
25 or limited liability companies,

26 Defendants.  
27 \_\_\_\_\_ /

28 STATE OF TEXAS            )  
29 COUNTY OF DALLAS        ) ss.

30 **AFFIDAVIT OF JONATHAN "NATE" STEPHENSON**

31 1. I am over the age of eighteen years, and a resident of the County of Dallas, State  
32 of Texas.

33 2. I was employed with GMAC Mortgage, LLC, a Delaware Limited Liability  
34 Company, from approximately January or February of 2009, until late in 2009, as a loss

1 mitigation specialist. My duties in that position included working with borrowers to achieve  
2 a loan modification which was within the basic parameters established by GMAC Mortgage,  
3 LLC, (and/or its investors) and acceptable to the borrower. GMAC policies and procedures  
4 required that each time an employee communicated with a borrower or otherwise worked on  
5 a borrower file, that employee was required to prepare notes and updates in GMAC's internal  
6 electronic file.

7 3. Pamela Longoni and Jean Gagnon were borrowers that I was working with while  
8 employed with GMAC Mortgage, LLC. During the loan modification process, I frequently  
9 communicated with Pamela Longoni on her application. Each time I communicated with the  
10 borrowers, or otherwise worked on the borrowers' file, I entered a note in the file system  
11 describing the work or communication. In compliance with my requests, Ms. Longoni and  
12 Mr. Gagnon (the "Borrowers") submitted detailed financial information. Upon receipt of  
13 their information, I analyzed under the lender's loan modification guidelines. Based upon  
14 the information they submitted, Ms. Longoni and Mr. Gagnon qualified for a loan  
15 modification under the lender's existing guidelines. Based thereon, I submitted the loan  
16 modification package for approval to my general manager.

17 4. Although GMAC had instituted foreclosure proceedings against Ms. Longoni and  
18 Mr. Gagnon, when they commenced the loan modification process, that foreclosure was  
19 placed on hold. I informed Ms. Longoni of that fact both orally and by email communication.

20 5. On or about April 2, 2009, GMAC approved a trial modification, however, because  
21 I was seeking to write off approximately \$176,000.00 of the principal of the loan, approval  
22 for the final loan modification required approval from our Vice President. Based upon my  
23 review of Ms. Longoni's file, I felt the approval would be given and I informed Ms. Longoni  
24 of that fact by way of email communication.

25 6. On May 5, 2009, I was again contacted by Ms. Longoni requesting a status on the  
26 loan modification request. I checked the electronic file and determined that our Vice  
27 President had not yet reviewed the request, however, my review of the notes suggested that  
28 the modification was in line for approval. I informed Ms. Longoni of this fact by way of



1 email communication. I again informed her that any foreclosure was on hold.

2 7. In June of 2009, I was transferred to a new team, however, on June 29, 2009, I  
3 received an email communication from Ms. Longoni wherein she indicated that she was  
4 having difficulty locating the officer who was going to complete work on her loan  
5 modification. In response, I sent an email to my previous department inquiring into the status  
6 of her loan modification request. On June 30, 2009, I received a responsive email informing  
7 me that Ms. Longoni's file had been sent for final management approval. I also learned that  
8 an officer by the name of Landon Huck was now handling the file. I passed this information  
9 on to Ms. Longoni by way of email communication.

10 8. Later that same day, I reviewed Ms. Longoni's GMAC's internal file, and I  
11 received another email from my former department which indicated that Ms. Longoni's final  
12 loan modification had, in fact, been approved. I informed Ms. Longoni of that fact by way  
13 of email communication.

14 9. At no time during this process did anyone advised me that Ms. Longoni's loan  
15 modification was not approved, nor did her internal GMAC file reflect that fact. During the  
16 course of her application and trial loan modification process, the borrowers were generally  
17 in compliance with the repayment plan.

18 10. Shortly after my June, 2009, communications with Ms. Longoni, I learned that  
19 GMAC had proceeded forward with the foreclosure upon the borrowers' property. I was  
20 surprised by this fact, not only because I understood that GMAC had approved their  
21 permanent loan modification, but also, because GMAC would normally restart the  
22 foreclosure process anew once additional payments were received from a borrower under any  
23 loan modification plan.

24 11. After learning of these events, I was specifically advised by GMAC Mortgage  
25 management that I was no longer allowed to correspond via e-mail with borrowers. I was  
26 subsequently terminated by GMAC Mortgage for the purported reason that my production  
27 numbers were low, however, the numbers GMAC presented to me were not accurate.

28 12. Because I had met my production quota during my employment with GMAC, it

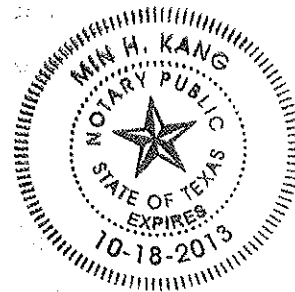
1 is my belief that GMAC modified the production data in order to justify my termination. I  
2 believe the true reason behind my termination was because of the information from GMAC's  
3 internal file which I disclosed to Ms. Longoni in email communications.

4 DATED this 15 day of May, 2012.

5  
6  
7 JONATHAN "NATE" STEPHENSON

8 SUBSCRIBED and SWORN TO before me  
9 this 15<sup>th</sup> day of May, 2012.

10  
11 Notary Public



# **EXHIBIT 16**

# **EXHIBIT 16**

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into between the Parties on the Date of Agreement, both as defined herein, and subject to the terms as follows:

**Definitions**

**Date of Agreement:** September \_\_, 2009  
**Parties:**      **GMACM:**      GMAC Mortgage, LLC fka GMAC Mortgage Corporation  
                         **ETS:**            Executive Trustee Services, Inc.  
                         **Claimant:**      National Real Estate Services

Unless otherwise expressly provided, the Claimant listed above shall be referred to as "Claimant." Unless otherwise expressly provided, GMACM, ETS and Claimant shall be collectively referred to as the "Party" or "Parties."

**Releasors and Releasees:** Wherever used herein the term Releasors shall mean the Party, whether singular or plural, giving a release to another Party. The term Releasees shall mean the Party, whether singular or plural, being released by another Party. Releasors and Releasees, if an individual(s), shall include his/her/their present and future spouses (and common law spouses), children, parents, relations, successors, beneficiaries, heirs, next of kin, assigns, executors, administrators, and/or estate, or any and all other persons who could claim through him/her/them; and if it is a business entity, each of its past, present and future directors, officers (whether acting in such capacity or individually), shareholders, owners, partners, joint venturers, principals, trustees, creditors, attorneys, representatives, employees, managers, parents, subsidiaries, divisions, subdivisions, departments, affiliates, predecessors, successors, assigns and assignees, or any agent acting or purporting to act for it or on its behalf.

**Recitals**

A. Jean M. Gagnon and Pamela Longoni (collectively "Borrower"), has a mortgage loan being serviced by GMACM under Account No. 7440353498 on real property located at 5540 Twin Creeks Drive, Reno, Nevada (the "Property").

B. Claimant, National Real Estate Services, purchased the Property at a foreclosure sale, conducted by ETS, on August 14, 2009 ("the Foreclosure Sale"). The

Trustees Deed Upon Sale was delivered to Claimant on or about August 20, 2009 and was subsequently recorded at Book \_\_\_\_\_, Page \_\_\_\_\_ in the County Records. Subsequently, Claimant and GMACM have agreed to cancel and/or rescind the foreclosure sale and deem it null and void.

C. The Parties desire to compromise and settle their dispute, each without admitting any liability, and to adjust and settle their rights and obligations in connection with the Property.

D. In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed to among the Parties as follows:

**TERMS**

1. Recitals. The Recitals set forth above are incorporated herein by reference and are made a part of this Agreement.

2. Settlement Consideration.

a. GMACM shall:

- i. Reimburse Claimant the Foreclosure Sale purchase price of \$172,500.00; and
- ii. Rescind the above-mentioned foreclosure sale of the Property in order to deem it null and void.
- iii. Pay the sum of \$4,000.00 in the form of a check made payable to National Real Estate Services.

b. Claimant shall:

- i. Execute the Affidavit the form of which is attached hereto as Exhibit A
- ii. Make no claim on the Property, including, but not limited to, take no action to evict Borrower, or any other person(s), from the Property,
- iii. Take no action to sell or transfer the Property;
- iv. Agree to and cooperate with GMACM in rescinding the above-mentioned foreclosure sale of the Property in order to deem it null and void; and

v. Release GMACM, ETS and Borrower as provided for in Paragraph 3.

3. Releases. Releasors, hereby unconditionally and irrevocably remise, release and forever discharge Releasees from any and all claims, counterclaims, actions, causes of action, suits, set-offs, costs, losses, expenses, sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, omissions, duties, agreements, rights, demands, obligations and liabilities, of whatever kind or character, direct or indirect, express or implied, whether known or unknown or capable of being known from the beginning of time up to and including the date of this Agreement that are relating to, concerning, or underlying the Foreclosure Sale.

4. NOTWITHSTANDING THE ABOVE, CLAIMANT AGREES TO THE FOLLOWING RESERVATIONS AND EXCLUSIONS TO THE RELEASE. Nothing in this Agreement shall be interpreted to apply to (a) claims arising out of the failure of a Party to perform in conformity with the terms of this Agreement; (b) any future disputes between the Parties which arise out of any business transactions between the Parties; or (c) operate to extend the releases and discharges derivative from this Agreement to any business transaction or any such relationship of any kind whatsoever other than the Foreclosure Sale as defined herein whether involving any of the businesses or individuals defined as Releasors and Releasees or any one of such defined classes of persons or business entities.

5. Covenant Not to Sue. The Parties covenant not to sue, institute, cause to be instituted, permit to be instituted on his/her/their/its behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert any claim against the respective Releasors and Releasees that is covered by this Agreement.

6. Attorney Lien Release. Any attorney signatory to this Agreement releases any and all attorney liens and claims for any fees and costs against the Releasees regarding the Foreclosure Sale or Action as applicable and by signing this Agreement so releases such lien right and claim.

7. Transactional Release. To the extent any claims arise in connection with entering into this Agreement, Releasors agree to waive and release those claims,

including, but not limited to, claims arising under Real Estate Settlement Procedures Act (RESPA), Truth in Lending Act (TILA), Equal Credit Opportunity Act (ECOA), Fair Credit Reporting Act (FCRA), Fair Debt Collection Practices Act (FDCPA), or Home Ownership and Equity Protection Act (HOEPA), and/or any state lending laws and regulations in consideration for the execution of this Agreement.

8. Tax Indemnity. The Agreement is enforceable regardless of the taxability of the Settlement Consideration as set forth above at Paragraph 2 or any portion thereof. The Party or Parties receiving the taxable benefit of the Settlement Consideration agree(s) to be solely responsible for the taxes, interest, and penalties due and owing, if any, should the Settlement Consideration, or any portion thereof, be determined as taxable and the Party or Parties receiving the taxable benefit of the Settlement Consideration fails or GMACM is alleged to have failed to pay any such taxes. The Party or Parties receiving the taxable benefit of the Settlement Consideration agree(s) to indemnify GMACM if GMACM is required to pay any taxes, interest, or penalties owed by the Party or Parties receiving the taxable benefit of the Settlement Consideration, or if GMACM is required to pay any taxes, interest or penalties owed as a result of any payment made by GMACM to or on behalf of the Party or Parties receiving the taxable benefit of the Settlement Consideration, and/or if GMACM incurs any costs or fees, including attorneys' fees, as a result of any taxes, interest, or penalties owed by or with regard to payments to the Party or Parties receiving the taxable benefit of the Settlement Consideration.

9. Confidentiality. Claimant agrees that neither Claimant nor anyone acting on Claimant's behalf, including Claimant's counsel, will disclose to anyone the terms of this Agreement, either specifically or in general, in qualitative or descriptive terms or in terms that state or suggest that the settlement was favorable to either Party and agree that the only comment with respect to this settlement shall be that the matter was settled and/or the Action dismissed; provided, however, that Claimant may reveal the terms of this Agreement to any accountant Claimant may retain with respect to tax advice or reporting or any attorney hired to represent Claimant, to any federal or state taxing authority, or as otherwise required by law; and Claimant shall instruct such accountants or attorneys that the terms of this Agreement are confidential and are to be maintained as such. If Claimant or Claimant's attorneys are required by an appropriate order of a

competent court to disclose the terms of this Agreement to individuals other than those set forth above, Claimant shall notify GMACM, in writing, at least fifteen (15) days prior to such disclosure. Notice to GMACM shall be sent addressed to General Counsel, GMAC Mortgage, LLC, Attn: Legal Staff/190-FTW-L95, 1100 Virginia Drive, Fort Washington, PA 19034.

10. Failure of Purpose. This Agreement is entered into only for purposes of settlement. In the event that this Agreement is not fully executed within one hundred and eighty (180) days of the Date of Agreement for any reason, this Agreement shall become null and void at the option of any Party. Notice of such nullification option shall be given only in writing to the address(es) below by the nullifying Party to the other Parties and shall be effective when received. In that event, the Parties shall be absolved from all obligations under this Agreement, and this Agreement, any draft thereof, and any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions leading to the execution of this Agreement shall have no effect and shall not be admissible evidence for any purpose. Any Settlement Consideration shall be returned and the Parties shall have all rights, claims and defenses that they had or were asserting prior to this Agreement. **[Notwithstanding anything in this Agreement to the contrary, if Claimant fails to comply with Paragraph 2b, then Claimant agrees: (a) to release GMACM from any and all obligations under this Agreement]**

11. No Admission of Liability. This Agreement is not in any way an admission or concession of the truth of any allegation by any Party, the validity of any claim asserted in the Action, or any fault on the part of any Party, nor should this Agreement be construed otherwise. Any and all such allegations are expressly denied.

12. Final and Binding Agreement. The Parties for and on behalf of their respective Releasors and Releasees represent that they have fully read and understood this Agreement and acknowledge that this Agreement is final and binding on them and on their respective Releasors and Releasees.

13. Knowing and Voluntary Agreement. The Parties represent that they are represented by counsel of their choosing or that they have independently made their own analysis and decision to enter into this Agreement, and that they consider this Agreement to be fair and reasonable.



14. Waivers including that of California Civil Code §1542. The Parties acknowledge and agree that the released claims include all claims of any nature and kind whatsoever, whether known or unknown, suspected or unsuspected, which might or could have been asserted in the Action and that the Parties may hereafter discover facts different from or in addition to, those which they now know, or believe to be true with respect to the released claims identified herein. Nevertheless, the Parties agree that the Agreement shall be and remain effective in all respects, notwithstanding such different or additional facts, or discovery thereof, and, only to the extent that the Foreclosure Sale and/or Action occurred in the State of California, hereby expressly waive any and all rights provided in California Civil Code §1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding anything else in this Agreement to the contrary, nothing herein shall in any way change or affect the Foreclosure Sale or any of the terms or provisions of any documentation related thereto unless expressly otherwise provided for herein.

15. Construction of Agreement. Should any of the provisions or terms of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing this Agreement shall not apply a presumption that such provision(s) or term(s) shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared it, it being agreed that all Parties and their counsel have participated in the preparation and review of this Agreement.

16. Complete Agreement. The Parties further agree, declare and represent that no promise, inducement, representation or agreement not herein expressed has been made to any Party or caused them to enter this Agreement. The Agreement contains the entire agreement between the Parties and the terms of the Agreement are contractual and not a mere recital. This is a fully integrated agreement. It may not be altered or modified by

oral agreement or representation or otherwise except by a writing of subsequent date hereto signed by all parties in interest at the time of the alteration or modification.

17. Severability. Except for Paragraphs 2 and 3, the paragraphs of this Agreement are severable. A finding that any particular paragraph of this Agreement is invalid and/or unenforceable shall not affect the validity or enforceability of the remaining provisions of the Agreement.

18. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, and with facsimile signatures, with the same effect as if all of the Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. If a facsimile signature is provided, the original copy of that signature will be sent via mail to the other Party. Absent an original signature, it is hereby understood and agreed that a facsimile signature shall be binding upon the Parties and otherwise admissible under the Best Evidence Rule.

19. Governing Law and Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas and the Parties consent to venue as well as personal and subject matter jurisdiction in the Courts of the State of Texas for purposes of resolving any disputes which may hereinafter arise under this Agreement.

20. Use of Headings and Captions in Agreement. The headings and captions inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

20. Singular/Plural Interpretation. References to Party or Parties herein shall be interpreted as singular and/or plural as the context of the reference dictates.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
under seal in several counterparts, each of which is an original as of the date first written  
above.

**NATIONAL REAL ESTATE SERVICES**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF NEVADA** )

**COUNTY OF** \_\_\_\_\_ )

I, the undersigned, a notary public in and for said county in said state, hereby  
certify that \_\_\_\_\_, whose name is signed to the foregoing instrument, and who is  
known to me, acknowledged before me on this day that, being informed of the contents  
of said instrument, he, as such officer and with full authority, executed the same  
voluntarily for and as the act of said company.

Given under my hand and official seal this the \_\_\_\_\_ day of September, 2009.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_

**GMAC MORTGAGE, LLC**

By: \_\_\_\_\_

Elizabeth DeSilva, Esq.  
Legal Counsel

---

**AFFIDAVIT OF \_\_\_\_\_**

---

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

COMES NOW affiant \_\_\_\_\_ who, after first being duly sworn under oath, deposes and states that the following facts are within this affiant's personal knowledge, and if called as a witness, this affiant would testify competently thereto:

1. My name is \_\_\_\_\_. I am over the age of nineteen (19) years and am competent to testify to the matters contained in this affidavit. I am a resident of \_\_\_\_\_, Nevada. I am the \_\_\_\_\_ of National Real Estate Services and am authorized to sign this Affidavit on behalf of National Real Estate Services.

2. On or about August 14, 2009, a representative of National Real Estate Services attended a foreclosure auction and purchased property located at 5540 Twin Creeks Drive, Reno, Nevada.

3. The Trustee's Deed Upon Sale was delivered to National Real Estate Services on or about August 26, 2009 and was subsequently recorded at Book \_\_\_\_\_, Page \_\_\_\_\_ in the County Records.

4. All of the funds that National Real Estate Services paid at the foreclosure sale were returned me.

5. National Real Estate Services agrees that the foreclosure sale was invalid and that the purchase of the property should be deemed null and void.

6. National Real Estate Services agrees that it have no present or future claim on the property located at 5540 Twin Creeks Drive, Reno, Nevada.

7. I declare under penalty of perjury of the laws of the State of **NEVADA**  
that the foregoing and true and correct.

\_\_\_\_\_

**STATE OF NEVADA**       )  
**COUNTY OF** \_\_\_\_\_)

On September \_\_, 2009, before me, \_\_\_\_\_, a  
notary public, personally appeared \_\_\_\_\_, who proved to me on the basis  
of satisfactory evidence to be the person(s) whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person, or the entity upon behalf of which  
the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the  
foregoing is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
[SEAL]

# **EXHIBIT 17**

# **EXHIBIT 17**

## GMAC Mortgage

September 23, 2009

Jean M Gagnon  
5540 Twin Creeks Drive  
Reno NV 89523

RE: Account Number: 7440353498  
Property Address: 5540 Twin Creeks Drive  
Reno NV 89523

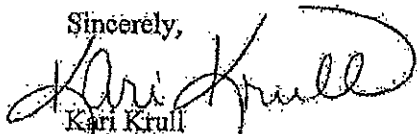
Dear Jean M Gagnon:

This letter will confirm that pursuant to our agreement, GMAC Mortgage has contacted the credit bureaus and requested the removal of any reference to the above-referenced account from your credit file.

Notification was sent to the bureaus on September 23, 2009 via electronic transmission.

Should you have any further questions, please contact me directly at 1-800-766-4622, extension 2367510, or direct at 319-236-7510.

Sincerely,

  
Kari Krull  
GMAC Mortgage, LLC  
Servicing Risk Team



**Pam Longoni**

**From:** Hancock, Christian W. [chancock@babco.com]  
**Sent:** Wednesday, September 23, 2009 1:48 PM  
**To:** Pam Longoni  
**Cc:** Team\_GMAC  
**Subject:** RE: Information

Hello Mrs. Longoni. Please excuse my delay in responding to you. We are correcting the credit for you and your spouse and I'll be happy to send you the evidence of that. However, I still need information from you about the amount in moving expenses and improvements you are claiming. If you cannot find all your receipts, will you please just estimate it for me and send what you have?

Please provide your figures by Friday so we can try to resolve this quickly for you.

- Christy



**Christian W. Hancock**  
*Attorney*

Phone 704-338-6005  
Fax 704-338-6089  
Email [chancock@babco.com](mailto:chancock@babco.com)

**Bank of America Corporate Center**  
100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Wednesday, September 23, 2009 4:44 PM  
**To:** Hancock, Christian W.  
**Subject:** Information

Hi,

I've e-mailed you several times requesting information, and have not heard back.... Please respond to my e-mail at your earliest convenience. thank you.

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Erickson, Thorpe & Swainston, Ltd.**  
9 West Arroyo Street  
P.O. Box 3559  
Reno, Nevada 89505  
Phone: (775) 786-3930, ext. 222

**From:** Hancock, Christian W. [chancock@babco.com]  
**Sent:** Sunday, September 20, 2009 12:59 PM  
**To:** Pam Longoni  
**Cc:** Knapp, Michael W.; Team\_GMAC  
**Subject:** RE: Longoni Information

Mrs. Longoni, we will also repair the credit for your spouse since both your names are on the mortgage. We have to have a signed agreement before we can request the check for you but, once we have that, it normally takes 2 weeks to get a check. I'm back in the office next week so please send me the information you have on moving expenses and home improvement expenses.

- Christy



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**Christian W. Hancock**  
*Attorney*

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**Phone** 704-338-6005  
**Fax** 704-338-6089  
**Email** [chancock@babco.com](mailto:chancock@babco.com)

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**Bank of America Corporate Center**  
100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202

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**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, September 15, 2009 1:23 PM  
**To:** Hancock, Christian W.  
**Cc:** Knapp, Michael W.; Team\_GMAC  
**Subject:** RE: Longoni Information

Christy,

Thank you for your response. I am in the process of gathering all moving expenses and will provide those to you by the end of the week. When could I expect reimbursement?

I am also gathering the information on the home improvement expenses.

I appreciate your efforts in repairing the credit report – please confirm that it is for me, as well as my husband, Jean Gagnon.

Thank you for your time,  
Pam Longoni

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**From:** Hancock, Christian W. [mailto:chancock@babco.com]  
**Sent:** Friday, September 11, 2009 11:52 AM  
**To:** Pam Longoni

Ms. Longoni, it's good to hear from you.

When we first talked, I confirmed we would pay your *moving expenses*, which is still correct. When you mentioned home improvement expenses, I asked to see them so we can consider those as well. But, I can't give a blanket agreement without even knowing the sum or what the expenses were for. We will work with you all that we can and are going to go ahead and amend your credit immediately.

As I mentioned, I'll be out of the office next week but will return Sept. 14<sup>th</sup> and you can reach Michael via email in the meantime.

- Christy



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**Christian W. Hancock**  
*Attorney*

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Phone 704-338-6005  
Fax 704-338-6089  
Email [chancock@babbc.com](mailto:chancock@babbc.com)

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**Bank of America Corporate Center**  
100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202

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**From:** Pam Longoni [mailto:[plongoni@etsreno.com](mailto:plongoni@etsreno.com)]  
**Sent:** Friday, September 11, 2009 2:21 PM  
**To:** Hancock, Christian W.  
**Cc:** Knapp, Michael W.  
**Subject:** Longoni Information

Per your request, I am compiling a list of expenses regarding having to leave my home for moving, etc. Please be aware, they are somewhat significant.

I am also in the process of gathering the 12 months of receipts of home improvements. Again, if I had any inclination that I would be losing my home, I would have not spent and/or borrowed additional monies to perform necessary repairs and upkeep to keep the home looking nice.

I wish we could put a price on the emotional stress this has caused us, especially my daughter who was born and raised that house, and has many, many of her best friends in the neighborhood.

You confirmed that these expenses would be reimbursed, and that our credit report would be repaired so as not to indicate a foreclosure.

# **EXHIBIT 18**

# **EXHIBIT 18**

RECORDING REQUESTED BY:  
Executive Trustee Services, LLC

AND WHEN RECORDED MAIL TO:  
Executive Trustee Services, LLC  
2255 North Ontario Street, Suite 400  
Burbank, California 91504-3120

APN: 204-081-05  
T.S. No. GM-157884-C  
Loan No. 7440353498

SPACE ABOVE THIS LINE FOR RECDOR'S FILE NO.

## NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 9/29/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state, will be held by the duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to satisfy the obligation secured by said Deed of Trust. This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 112.130 by purchasing at this sale and signing said receipt. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein.

TRUSTOR JEAN M. GAGNON and PAMELA LONGONI AN UNMARRIED WOMAN AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Recorded 10/7/2005 as Instrument No. 3288514 in Book . page of Official Records in the office of the Recorder of Washoe County, Nevada.

Date of Sale: 8/14/2009 at 11:00 AM

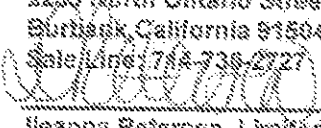
Place of Sale: At the Virginia Street entrance to the County Courthouse, Virginia Street at Court Street, Reno, Nevada

Property Address is purported to be: 5540 TWIN CREEKS DRIVE  
RENO, Nevada 89523

The total amount secured by said instrument as of the time of initial publication of this notice is \$468,730.86, which includes the total amount of the unpaid balance (including accrued and unpaid interest) and reasonable estimated costs, expenses, and advances at the time of initial publication of this notice.

Date: 7/20/2009

Executive Trustee Services, LLC,  
2255 North Ontario Street, Suite 400,  
Burbank, California 91504-3120  
Sales Line: 714-736-2727

  
Heanna Petersen, Limited Signing Officer



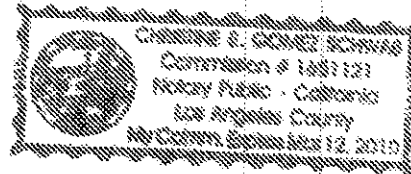
State of California } SS.  
County of Los Angeles }

On 7/20/2008 before me, Christine E. Gomez-Schwab Notary Public, personally appeared ILEANNA PETERSEN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Christine E. Gomez-Schwab* (Seal)  
Christine E. Gomez-Schwab





Walz Affidavit #: 874457

## AFFIDAVIT OF MAILING

### *Executive Trustee Services*

Date: 07/22/2009

Ref. No.: 7440353498

MailbatchID: 252381

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Orange County, California; acting on behalf of Executive Trustee Services; is not a party to the within action; and that on July 22, 2009, she personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

x   
Affiant Emily Salgado

✓ 7113 8257 1473 4847 1872  
TSN #: GM-157884-C  
PAMELA LONGONI  
5540 TWIN CREEKS DR  
RENO, NV 89523-2214

✓ 7113 8257 1473 4847 1889  
TSN #: GM-157884-C  
JEAN M GAGNON  
5540 TWIN CREEKS DR  
RENO, NV 89523-2214

✓ 7113 8257 1473 4847 1896  
TSN #: GM-157884-C  
JEAN M. GAGNON  
5540 TWIN CREEKS DR  
RENO, NV 89523-2214

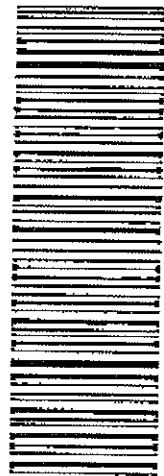
✓ 7113 8257 1473 4847 1902  
TSN #: GM-157884-C  
PAMELA LONGONI  
5540 TWIN CREEKS DR  
RENO, NV 89523-2214

7113 8257 1473 4847 1919  
TSN #: GM-157884-C  
SILVERADO RANCH ESTATES  
HOMEOWNERS ASSOCIATIONS  
5775 TAPPAN DR  
RENO, NV 89523-2293

ETS  
PO Box 9032  
Terrealla, CA 92589-9032

MAILED  
13 APR 2009  
7 31  
2nd Floor  
Return 8/10/14

(Certified Mail) NM/AM/IL



7113 8257 1473 4847 1902

PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
MSO

Return Service Requested

|||||  
PAMELA LONGONI  
5540 TWIN CREEKS DR  
RENO NV 89523-2214

20090722-56  
NVNTS\_CertifiedReturnReceipt

NIXIE 995 DE 1 00 08/28/09  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 923099000000 \*0041-09190-00-25

EJONGP192309900000

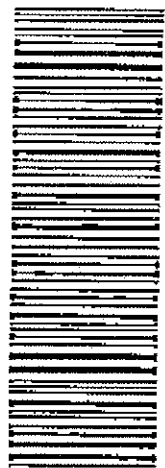




CELESTINE (B) M/AM

ETS  
PO Box 9032  
Temecula, CA 92589-9032

2nd Notice 7/31/19  
Return 8/10/19



7113 8257 1473 4847 1872

PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
WSO

Return Service Requested

|||||  
PAMELA LONGONI  
5540 TWIN CREEKS DR  
RENO NV 89523-2214

20090722-56  
NVNTS\_CertifiedReturnReceipt

EUCNGP1 925899032

NIXIE 995 DE 4 00 08/28/08  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
BC: 92589903222 \*0041-03197-20-25  
|||||

# **EXHIBIT 19**

# **EXHIBIT 19**

3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail PO Box 727  
Memphis, TN 38194-4643



December 16, 2009

PAM LONGONI  
(775) 786-0452

Dear PAM LONGONI:

Our records reflect the following delivery information for the shipment with the tracking number 420732800179. The package was released as authorized by the shipper/recipient.

Delivery Information:

Released By: 9999999999999

Delivered to: 5540 TWIN CREEKS

Delivery Date: August 04, 2009

Delivery Time: 02:00 PM

Shipping Information:

Shipment Reference Information: 00301-DESTROY IF UNDELIVERABLE

Tracking No: 420732800179

Ship Date: July 30, 2009

Shipper: GMAC SHIPPING  
GMAC/A. M. S.  
12811 16TH AVE N  
PLYMOUTH, MN 55441  
US

Recipient: JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DR  
RENO, NV 89523  
US

Thank you for choosing FedEx Express. We look forward to working with you in the future.

FedEx Worldwide Customer Service  
1-800-Go-FedEx (1-800-463-3339)  
Reference No: R2009121600869903063

This Information is provided subject to the FedEx Service Guide.

Notice of  
Trustee Sale  
7/23/09

LONG-0066








English | Customer Support | FedEx Locations

|                  |         |           |                       |
|------------------|---------|-----------|-----------------------|
| Package/Envelope | Freight | Expedited | Office/Print Services |
| Ship             | Track   | Manage    | Business Solutions    |

## Detailed Results

[Printable Version](#)

Enter tracking number

|   |   |
|---|---|
| Detailed Results  | Notifications   |
| Tracking no.: 420732800179  <a href="#">E-n</a>    |   |
| <p><b>Delivered</b></p> <p>Initiated Picked up In transit Delivered</p> <p>Delivered</p> <p>Signed for by: Signature not required</p> |   |
| Shipment Dates  | Destination   |
| Ship date  Jul 30, 2009                              | RENO, NV  |
| Delivery date  Aug 4, 2009 2:00 PM                   | <a href="#">Proof of Delivery </a> |
| <b>Shipment Facts</b>   |   |
| Service type  | Express Saver   |
| Reference   | 00301-DESTROY IF UNDELIVERABLE  |
| <b>Shipment Travel History</b>  |   |
| Select time zone: <input type="text"/> Select      | Select time form  |
| All shipment travel activity is displayed in local time for the location  |   |
| <u>Date/Time</u>  | <u>Activity</u>   |
| Aug 4, 2009 2:00 PM   | Delivered   |
| <u>Location</u>   | <u>Details</u>  |
| RENO, NV  | Package deliver address - releas  |

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[http://www.fedex.com/Tracking?action=track&language=english&ascend\\_header=1&cnt...](http://www.fedex.com/Tracking?action=track&language=english&ascend_header=1&cnt...) 12/16/2009

LONG-0067



FAX HEADER SHEET

FROM: F e d E x E x p r e s s  
PHONE: 1-800-GO-FEDEX

TO: PAM LONGONI  
PHONE: 7757860452

PAGES: 2 (including header)

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Reference Number: R2009121600869903063

# **EXHIBIT 20**

# **EXHIBIT 20**

00301

GMAC-01-0284

# **EXHIBIT 21**

# **EXHIBIT 21**



FINANCIAL ANALYSIS FORM

Account Number 7440353498

|  |                                |   |                                |                            |         |                |             |             |  |  |  |
|--|--------------------------------|---|--------------------------------|----------------------------|---------|----------------|-------------|-------------|--|--|--|
| <b>I want to:</b><br><input checked="" type="checkbox"/> Keep the Property<br><input type="checkbox"/> Sell the Property<br><b>The property is my:</b><br><input checked="" type="checkbox"/> Primary Residence<br><input type="checkbox"/> Second Home<br><input type="checkbox"/> Investment<br><b>The property is:</b><br><input checked="" type="checkbox"/> Owner Occupied<br><input type="checkbox"/> Renter occupied<br><input type="checkbox"/> Vacant |                                |   |                                |                            |         |                |             |             |  |  |  |
| <b>BORROWER</b>  |                                | <b>CO-BORROWER</b>  |                                |                            |         |                |             |             |  |  |  |
| Borrower's Name: <u>Pamela Longoni</u>   |                                | Co-Borrower's Name: <u>Jean Gagnon</u>  |                                |                            |         |                |             |             |  |  |  |
| Social Security Number: <u>530 84 6173</u>   | Date of Birth: <u>02/09/64</u> | Social Security Number: <u>530 79 2165</u>  | Date of Birth: <u>04/12/62</u> |                            |         |                |             |             |  |  |  |
| Home Phone Number with Area Code: <u>775 746 4365</u>  |                                | Home Phone Number with Area Code: <u>775 746 4365</u>   |                                |                            |         |                |             |             |  |  |  |
| Cell or Work Number with Area Code: <u>775 530 5251</u>  |                                | Cell or Work Number with Area Code: <u>775 291 0606</u>   |                                |                            |         |                |             |             |  |  |  |
| Mailing Address: <u>5540 Twin Creeks Drive</u>   |                                | Mailing Address: <u>Reno NV 89523</u>   |                                |                            |         |                |             |             |  |  |  |
| Property Address (if same as mailing address, just write same): <u>Same</u>  |                                | Email Address: <u>plongoni@etsreno.com</u>  |                                |                            |         |                |             |             |  |  |  |
| Is the property listed for sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Have you received an offer on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Date of offer: _____ Amount of Offer \$: _____<br>Agent's Name: _____<br>Agent's Phone Number: _____<br>For Sale by Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No   |                                | Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes, please complete counselor contact information below.<br>Counselor's Name: _____<br>Counselor's Phone Number: _____<br>Counselor's Email: _____   |                                |                            |         |                |             |             |  |  |  |
| Who pays the Real Estate Tax bill on your property?<br><input type="checkbox"/> I do <input checked="" type="checkbox"/> Lender does<br>Are the taxes current? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Condominium or HOA Fee <input type="checkbox"/> Yes <input type="checkbox"/> No \$: _____<br>Paid to: _____  |                                | Who pays the hazard insurance policy for your property?<br><input type="checkbox"/> I do <input checked="" type="checkbox"/> Lender Does <input type="checkbox"/> Paid by Condo or HOA<br>Is the policy current? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Name of Insurance Co.: <u>Farmers</u><br>Insurance Co. Tel #: <u>775 359 2256</u>   |                                |                            |         |                |             |             |  |  |  |
| Have you filed for bankruptcy? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____<br>Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No Bankruptcy case number: _____  |                                |   |                                |                            |         |                |             |             |  |  |  |
| If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their telephone numbers.<br><table style="width:100%;"> <tr> <td style="width:40%;">Lien Holder's Name/Service</td> <td style="width:20%;">Balance</td> <td style="width:20%;">Contact Number</td> <td style="width:20%;">Loan Number</td> </tr> <tr> <td colspan="4" style="text-align: center;"><u>None</u></td> </tr> </table>        |                                |   |                                | Lien Holder's Name/Service | Balance | Contact Number | Loan Number | <u>None</u> |  |  |  |
| Lien Holder's Name/Service   | Balance                        | Contact Number  | Loan Number                    |                            |         |                |             |             |  |  |  |
| <u>None</u>  |                                |   |                                |                            |         |                |             |             |  |  |  |
| <b>HARDSHIP AFFIDAVIT</b>  |                                |   |                                |                            |         |                |             |             |  |  |  |
| I am having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):   |                                |   |                                |                            |         |                |             |             |  |  |  |
| <input checked="" type="checkbox"/> My household income has been reduced or lost. For example unemployment, underemployment, reduced pay or hours, decline in business earnings, death in family, serious or chronic illness, permanent or short-term disability, incarceration, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members) or divorce of a borrower or co-borrower.           |                                | <input checked="" type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.  |                                |                            |         |                |             |             |  |  |  |
| <input checked="" type="checkbox"/> My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical or health care costs, uninsured losses (such as those due to fires or natural disasters), increased property taxes, or unexpectedly high utilities.   |                                | <input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). |                                |                            |         |                |             |             |  |  |  |
| <input type="checkbox"/> Other: _____  |                                |   |                                |                            |         |                |             |             |  |  |  |
| Explanation (Required):<br>_____<br>_____<br>_____<br>_____<br>_____   |                                |   |                                |                            |         |                |             |             |  |  |  |
| If additional space is needed for Explanation, please include an additional page.  |                                |   |                                |                            |         |                |             |             |  |  |  |

LONG0171

**FINANCIAL ANALYSIS FORM**  
(Continued)

Account Number 7440353498

| 1. Monthly Household Income   |                | 2. Monthly Household Expenses/Debt   |                   | 3. Household Assets  |             |
|---|----------------|--|-------------------|--|-------------|
| Gross Salary/Wages<br><small>Gross salary/wages = total monthly income before any tax withholding or employer deductions.</small> | \$ <u>9500</u> | First Mortgage Payment   | \$ <u>2933.18</u> | Checking Account(s) Balance  | \$          |
| Overtime  | \$ <u>—</u>    | Second Mortgage Payment/Liens/Rents <u>Vegas Mortgage</u>  | \$ <u>1500.00</u> | Checking Account(s) Balance  | \$          |
| Child Support/Alimony*  | \$ <u>—</u>    | Insurance - hazard, wind, flood, etc (If not escrowed and included in your current mortgage payment) | \$                | Savings/Money Market   | \$ <u>0</u> |
| Social Security/SSDI  | \$ <u>—</u>    | Property Taxes (If not escrowed and included in your current mortgage payment)                       | \$                | CDs  | \$ <u>0</u> |
| Other monthly income from pensions, annuities or retirement plans   | \$ <u>—</u>    | Credit Cards/Installment Loan(s) (total minimum payment per month)                                   | \$ <u>1600+</u>   | Stocks/Bonds   | \$ <u>0</u> |
| Tips, commissions, bonus and self-employed income   | \$ <u>—</u>    | Alimony, child support payments  | \$ <u>—</u>       | Other Cash on Hand   | \$ <u>0</u> |
| Rents Received  | \$ <u>—</u>    | Health Insurance   | \$ <u>60-</u>     | Other Real Estate (estimated value)  | \$ <u>0</u> |
| Unemployment Income   | \$ <u>—</u>    | HOA/Condo Fees/Property Maintenance  | \$ <u>—</u>       | Other _____  | \$          |
| Food Stamps/Welfare   | \$ <u>—</u>    | Car Payments   | \$ <u>510</u>     | Do not include the value of life insurance or retirement plans when calculating assets (401k, pension funds, annuities, IRAs, Keogh plans, etc.) |             |
| Other (investment income, royalties, interest, dividends etc)   | \$ <u>—</u>    | Medical Expenses   | \$ <u>100</u>     |  |             |
|   |                | Child Care   | \$ <u>—</u>       |  |             |
|   |                | Student Loans/Personal Loans   | \$ <u>1200</u>    |  |             |
|   |                | Auto Expenses /Gasoline/Insurance  | \$ <u>200</u>     |  |             |
|   |                | Food/Household Supplies  | \$ <u>800</u>     |  |             |
|   |                | Water/Sewer/Utilities/Phone(s)/Cable   | \$ <u>400</u>     |  |             |
|   |                | Other _____  | \$                |  |             |
| <b>Total (Gross income)</b>   | \$ <u>9500</u> | <b>Total Debt/Expenses</b>   | \$ <u>8903</u>    | <b>Total Assets</b>  | \$ <u>0</u> |

\*Include combined income and expenses from the borrower and co-borrower (if any). If you include income and expenses from a household member who is not a borrower or co-borrower, please use a separate page for each. You are not required to disclose Child Support, Alimony, or Separation/Maintenance income. If you choose to have it considered by your servicer, you must include it on this page. If additional spaces are needed, please include an additional page.

| INFORMATION FOR GOVERNMENT MONITORING PURPOSES   |   |  |  |
|--|---|--|--|
| <p>The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.</p> |   |  |  |
| <b>BORROWER</b> <input checked="" type="checkbox"/> I do not wish to furnish this information  |   | <b>CO-BORROWER</b> <input checked="" type="checkbox"/> I do not wish to furnish this information |  |
| <b>Ethnicity:</b><br><input type="checkbox"/> Hispanic or Latino<br><input type="checkbox"/> Not Hispanic or Latino  | <b>Ethnicity:</b><br><input type="checkbox"/> Hispanic or Latino<br><input type="checkbox"/> Not Hispanic or Latino   |  |  |
| <b>Race:</b><br><input type="checkbox"/> American Indian or Alaska Native<br><input type="checkbox"/> Asian<br><input type="checkbox"/> Black or African American<br><input type="checkbox"/> Native Hawaiian or Other Pacific Islander<br><input type="checkbox"/> White  | <b>Race:</b><br><input type="checkbox"/> American Indian or Alaska Native<br><input type="checkbox"/> Asian<br><input type="checkbox"/> Black or African American<br><input type="checkbox"/> Native Hawaiian or Other Pacific Islander<br><input type="checkbox"/> White |  |  |
| <b>Sex:</b><br><input type="checkbox"/> Female<br><input type="checkbox"/> Male  | <b>Sex:</b><br><input type="checkbox"/> Female<br><input type="checkbox"/> Male   |  |  |
| <b>To be Completed by Interviewer</b>  |   |  |  |
| This application was taken by:<br><input type="checkbox"/> Face-to-face interview<br><input type="checkbox"/> Mail<br><input type="checkbox"/> Telephone<br><input type="checkbox"/> Internet  | Interviewer's Name (print or type) & ID Number<br>Interviewer's Signature _____ Date _____<br>Interviewer's Phone Number (include area code) _____  |  | Name/Address of Interviewer's Employer |

LONG0172

ACKNOWLEDGEMENT AND AGREEMENT

Account Number

144035498

In making this request for consideration to review my loan terms I/We certify under penalty of perjury:

- 1 That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the terms of my/our mortgage loan, short sale or deed-in-lieu of foreclosure.
- 2 I/we understand that the Servicer, the U.S. Department of the Treasury, or its agents may investigate the accuracy of my/our statements and/or may require me/us to provide supporting documentation. I/we also understand that knowingly submitting false information may violate Federal law.
- 3 I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
- 4 I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my/our home.
- 5 I/we understand any fee to validate the value of the property will be assessed to the account.
- 6 I/we have not received a condemnation notice; and there has been no change in the ownership of the Property since I/we signed the documents for the mortgage that I/we want to modify.
- 7 I/we certify that I/we will obtain credit counseling if it is determined that my/our financial hardship is related to excessive debt. For purposes of the Making Home Affordable program, "excessive debt" means that my/our debt-to-income ratio after the modification would be greater than or equal to 55%.
- 8 I/we am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
- 9 I/we understand that the Servicer will use the information in this document to evaluate my/our eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me/us assistance based solely on the statements in this document.
- 10 I/we agree that any prior waiver as to payment of escrow items in connection with my/our loan has been revoked.
- 11 I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on the loan.
- 12 I/we understand that the Servicer will collect and record personal information, including, but not limited to, my/our name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I/we understand and consent to the disclosure of my/our personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my/our first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD certified housing counselor.
- 13 ☒ My/Our property is owner occupied; I/we intend to reside in this property for the next twelve months.  
☐ My/Our property is not owner occupied.

Borrower Signature

Date

Co-Borrower Signature

Date

If you have questions about this document or the modification process, please call us at the phone number listed on your monthly account statement. If you need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

888-995-HOPE™

Homeowner's HOPE Hotline

NOTICE TO BORROWERS

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

By signing the enclosed documents you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or [www.sigtar.gov](http://www.sigtar.gov). Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



LONG0173

Form **4506T-EZ**  
(October 2009)

**Short Form Request for Individual Tax Return Transcript**

OMB No. 1545-2154

Department of the Treasury  
Internal Revenue Service

Request may not be processed if the form is incomplete or illegible.

Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

|  |   |
|--|---|
| 1a Name shown on tax return. If a joint return, enter the name shown first.<br><i>Pamela D. Longoni</i>                              | 1b First social security number on tax return<br><i>530 846173</i>        |
| 2a If a joint return, enter spouse's name shown on tax return.<br><i>Jean M. Gagnon</i>  | 2b Second social security number if joint tax return<br><i>530 792165</i> |
| 3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code<br><i>5540 Twin Creeks Dr. Reno NV 89523</i> |   |
| 4 Previous address shown on the last return filed if different from line 3   |   |

5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name

Telephone number

Address (including apt., room, or suite no.), city, state, and ZIP code

6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a. If the request applies to a joint return, either husband or wife must sign.

Note. This form must be received within 60 days of signature date.

Sign  
Here

Signature (see instructions)

Date

Telephone number of  
taxpayer on line 1a or 2a

Spouse's signature

Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 54185S

Form **4506T-EZ** (10-2009)

LONG0174

# **EXHIBIT 22**

**EXHIBIT 22**

Invoice Number Account Number Date Due Page  
0802409519 307058274-00001 Past Due 7 of 38

**Detail for Pam Longoni: 775-530-5251**

**Voice, continued**

| Date | Time   | Number       | Rate     | Usage Type         | Origination | Destination   | Min. | Airtime Charges | Long Dist/ Other Chgs | Total |
|------|--------|--------------|----------|--------------------|-------------|---------------|------|-----------------|-----------------------|-------|
| 9/04 | 12:35P | 000-000-0086 | Peak     | PlanAllow,CallVM   | Sparks NV   | Voice Mail CL | 1    | ---             | ---                   | ---   |
| 9/04 | 12:42P | 775-291-0666 | Peak     | M2MAIlow           | Reno NV     | Carsoncity NV | 3    | ---             | ---                   | ---   |
| 9/04 | 12:45P | 775-328-0800 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 1    | ---             | ---                   | ---   |
| 9/04 | 12:59P | 775-291-0666 | Peak     | M2MAIlow           | Reno NV     | Carsoncity NV | 1    | ---             | ---                   | ---   |
| 9/04 | 1:30P  | 775-250-9528 | Peak     | PlanAllow          | Reno NV     | Incoming CL   | 2    | ---             | ---                   | ---   |
| 9/04 | 2:01P  | 877-616-6683 | Peak     | PlanAllow          | Reno NV     | Toll-Free CL  | 8    | ---             | ---                   | ---   |
| 9/04 | 2:07P  | 775-813-2929 | Peak     | PlanAllow,CallWait | Reno NV     | Incoming CL   | 1    | ---             | ---                   | ---   |
| 9/04 | 2:08P  | 877-616-6683 | Peak     | PlanAllow          | Reno NV     | Toll-Free CL  | 2    | ---             | ---                   | ---   |
| 9/04 | 2:10P  | 775-691-3363 | Peak     | PlanAllow          | Reno NV     | Carsoncity NV | 1    | ---             | ---                   | ---   |
| 9/04 | 2:11P  | 775-813-2929 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 2    | ---             | ---                   | ---   |
| 9/04 | 2:12P  | 775-762-2519 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 2    | ---             | ---                   | ---   |
| 9/04 | 2:13P  | 775-813-2929 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 3    | ---             | ---                   | ---   |
| 9/04 | 2:16P  | 775-766-3983 | Peak     | PlanAllow          | Reno NV     | Incoming CL   | 2    | ---             | ---                   | ---   |
| 9/04 | 2:21P  | 775-766-3983 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 1    | ---             | ---                   | ---   |
| 9/04 | 2:22P  | 704-608-7920 | Peak     | M2MAIlow           | Reno NV     | Charlotte NC  | 8    | ---             | ---                   | ---   |
| 9/04 | 2:33P  | 775-766-3930 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 1    | ---             | ---                   | ---   |
| 9/04 | 2:33P  | 775-848-0614 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 2    | ---             | ---                   | ---   |
| 9/04 | 2:35P  | 775-291-0666 | Peak     | M2MAIlow           | Reno NV     | Carsoncity NV | 1    | ---             | ---                   | ---   |
| 9/04 | 2:49P  | 775-789-3930 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 1    | ---             | ---                   | ---   |
| 9/04 | 2:49P  | 775-530-3018 | Peak     | M2MAIlow,CallWait  | Reno NV     | Incoming CL   | 2    | ---             | ---                   | ---   |
| 9/04 | 2:50P  | 775-745-9953 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 1    | ---             | ---                   | ---   |
| 9/04 | 2:54P  | 775-786-3930 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 4    | ---             | ---                   | ---   |
| 9/04 | 2:57P  | 775-745-9953 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 8    | ---             | ---                   | ---   |
| 9/04 | 3:15P  | 775-427-5988 | Peak     | M2MAIlow           | Reno NV     | Incoming CL   | 4    | ---             | ---                   | ---   |
| 9/04 | 3:24P  | 775-291-0666 | Peak     | M2MAIlow           | Reno NV     | Carsoncity NV | 1    | ---             | ---                   | ---   |
| 9/04 | 3:25P  | 775-691-4083 | Peak     | M2MAIlow           | Reno NV     | Carsoncity NV | 9    | ---             | ---                   | ---   |
| 9/04 | 3:44P  | 775-291-0666 | Peak     | M2MAIlow           | Reno NV     | Carsoncity NV | 1    | ---             | ---                   | ---   |
| 9/04 | 4:03P  | 775-427-5988 | Peak     | M2MAIlow           | Reno NV     | Incoming CL   | 2    | ---             | ---                   | ---   |
| 9/04 | 4:14P  | 775-291-0666 | Peak     | M2MAIlow           | Reno NV     | Carsoncity NV | 1    | ---             | ---                   | ---   |
| 9/04 | 4:14P  | 775-291-0666 | Peak     | M2MAIlow           | Reno NV     | Carsoncity NV | 3    | ---             | ---                   | ---   |
| 9/04 | 5:42P  | 000-000-0086 | Peak     | PlanAllow,CallVM   | Reno NV     | Voice Mail CL | 2    | ---             | ---                   | ---   |
| 9/04 | 6:06P  | 775-291-0666 | Peak     | M2MAIlow           | Reno NV     | Carsoncity NV | 1    | ---             | ---                   | ---   |
| 9/04 | 6:06P  | 775-741-5546 | Peak     | M2MAIlow           | Reno NV     | Reno NV       | 1    | ---             | ---                   | ---   |
| 9/04 | 6:07P  | 702-742-2418 | Peak     | M2MAIlow           | Reno NV     | Las Vegas NV  | 1    | ---             | ---                   | ---   |
| 9/04 | 7:15P  | 775-741-5546 | Peak     | M2MAIlow           | Reno NV     | Reno NV       | 3    | ---             | ---                   | ---   |
| 9/04 | 7:18P  | 775-772-7229 | Peak     | M2MAIlow           | Reno NV     | Reno NV       | 2    | ---             | ---                   | ---   |
| 9/04 | 7:21P  | 775-815-9450 | Peak     | PlanAllow          | Reno NV     | Reno NV       | 1    | ---             | ---                   | ---   |
| 9/04 | 8:27P  | 775-761-6495 | Peak     | PlanAllow          | Reno NV     | Ely NV        | 2    | ---             | ---                   | ---   |
| 9/04 | 8:37P  | 925-487-3218 | Peak     | PlanAllow          | Reno NV     | Incoming CL   | 6    | ---             | ---                   | ---   |
| 9/04 | 8:47P  | 775-772-7229 | Peak     | M2MAIlow           | Reno NV     | Reno NV       | 1    | ---             | ---                   | ---   |
| 9/04 | 8:51P  | 000-000-0086 | Peak     | PlanAllow,CallVM   | Reno NV     | Voice Mail CL | 1    | ---             | ---                   | ---   |
| 9/04 | 10:03P | 925-487-3218 | Off-Peak | N&W                | Reno NV     | Incoming CL   | 2    | ---             | ---                   | ---   |
| 9/04 | 11:59P | 775-530-3018 | Off-Peak | M2MAIlow           | Reno NV     | Reno NV       | 1    | ---             | ---                   | ---   |
| 9/04 | 11:59P | 775-530-3018 | Off-Peak | M2MAIlow           | Reno NV     | Reno NV       | 2    | ---             | ---                   | ---   |
| 9/05 | 9:24A  | 775-329-1050 | Off-Peak | N&W                | Reno NV     | Reno NV       | 2    | ---             | ---                   | ---   |

Arleen  
Pam C/B-