

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO: 502012CA023516XXXXMB

BANK OF AMERICA, N.A.,

Plaintiffs,

vs.

VIRGINIA W. GRAVLIN, et. al.,

Defendants.

VIRGINIA W. GRAVLIN

Counter-Plaintiff,

vs.

BANK OF AMERICA N.A., and REVERSE
MORTGAGE SOLUTIONS, a corporation,

Counter-Defendants.

AMENDED COUNTER-COMPLAINT

Counter-Plaintiff, VIRGINIA W. GRAVLIN ("GRAVLIN"), on behalf of herself, by and through her undersigned counsel, hereby sues Counter-Defendants, BANK OF AMERICA, N.A. ("BOA"), and REVERSE MORTGAGE SOLUTIONS, INC. ("RMS"), and all facts being extant and material hereto alleges:

GENERAL ALLEGATIONS

1. This is a Counter-Complaint for damages in excess of Fifteen Thousand (\$15,000.00) Dollars.
2. Counter-Plaintiff, VIRGINIA W. GRAVLIN, is, in all respects, sui juris.
3. The Counter-Defendant, BOA, is a North Carolina corporation authorized to do business and is doing business in Palm Beach County, Florida.

4. The Counter-Defendant, RMS, acting in its own capacity and its capacity as agent or servant of BOA, is a corporation, authorized to do and is doing business in Palm Beach County Florida.

5. In or around the summertime of 2008, Defendant/Counter-Plaintiff, GRAVLIN, called in response to a television ad by Robert Wagner concerning reverse mortgages, and she subsequently received a phone call from Russell Tunick, who claimed to be registered with First Financial Bank.

6. Mr. Tunick ultimately advised GRAVLIN that, based on the tax appraised value of her home, GRAVLIN would receive approximately \$140,000.00 after the remaining, current mortgage of \$144,000.00 was paid off.

7. Sometime in or around February, 2009, a teleconference occurred at GRAVLIN'S homeowner's insurance agent's, the Celedinas Agency, office where the participants discussed and confirmed that the required homeowner's insurance premium of approximately \$1,567.00, to be withheld in the reverse mortgage closing, would be sent to the Celedinas Agency on the date of the closing.

8. After that call, GRAVLIN had more calls with First Financial Group regarding her application for a reverse mortgage, including when and where a closing would take place. After speaking to Mr. Tunick, GRAVLIN was reassured by him that everything was in order and that she would be further notified of the details for a closing.

9. Shortly thereafter, two (2) individuals visited GRAVLIN at her home with blank documents that they represented to be the application for the reverse mortgage loan. These individuals could not produce any identification proving that they were associated with First Financial Group or a reverse mortgage loan, but they advised GRAVLIN that they represented First Financial. GRAVLIN asked to take the blank documents to an attorney for proper review and approval; however, the individuals would not permit that. Instead, they insisted that GRAVLIN sign a number of documents, and then they asked GRAVLIN to sign a blank HUD-1

Closing Statement, which contained no figures. When GRAVLIN expressed concern over signing a blank HUD-1, she was advised that it was just an application and was for the government, thus, it was safe.

10. GRAVLIN has now received, through discovery propounded herein, copies of that application paperwork, dated March 20, 2009. That application shows that GRAVLIN'S home had an "Estimate of Appraised Value" of \$386,000.00. (Exhibit "A").

11. Although, as noted above, GRAVLIN had made multiple requests for the title company's contact information, she never received any correspondence relating to the date, time, or the location for the closing of the reverse mortgage. Unbeknownst to her, the HUD-1 was fraudulently completed when the closing took place in New York, at Legacy Abstract Title Company, a licensed and appointed agent of Westcor Land Title Insurance Company, **without her presence**, apparently on the same date that the two aforementioned individuals visited her at her home in Jupiter, Florida to obtain her signature on the application paperwork, as that application shows a March 20, 2009 date.

12. This is so because, as noted above, the blank HUD-1 Closing Statement that GRAVLIN signed was fraudulently filled in on that same March 20, 2009 date. Moreover, the HUD-1 was filled in with figures that were never reported to GRAVLIN, and it was submitted by Legacy Abstract Title Company as a **final and valid** Closing Statement. Certainly, GRAVLIN did not have the opportunity to dispute or agree to the charges enumerated in the completed HUD-1 Closing Statement, since the alleged closing occurred at an undisclosed location in New York State on the same day GRAVLIN apparently applied for the reverse mortgage in Florida, both on March 20, 2009.

13. Upon subsequent review of the purported HUD-1 Closing Statement document, it is also evident that that the name of the reverse mortgage institution was **not** First Financial; instead, the name on the falsified HUD-1 Closing Statement was GUARDIAN FIRST FUNDING, which would later be changed to URBAN FINANCIAL GROUP. Curiously, the companies kept

the same address of ONE PENN PLAZA, New York City. Indeed, the CEO of Guardian First Funding, Mr. David Peskin, is also President of Urban Financial Group.

14. Further review of the closing documents shows that all required signatures were photocopied, forged, or substituted completely, as GRAVLIN was in her Florida home for the entire month of March, 2009, where she applied for the reverse mortgage, on the same date that she allegedly signed these closing documents in New York.

15. On or about March 25, 2009, five (5) days post-closing of the reverse mortgage, GRAVLIN'S banking institution, Wachovia Bank, notified her that they were foreclosing on the loan as they had not been informed that the reverse mortgage had taken place. Further, GUARDIAN FIRST FUNDING, and/or Legacy Abstract Title paid \$188,000.00 to Wachovia Bank to satisfy that mortgage, which reflected the original amount of that mortgage instead of the current amount due as GRAVLIN had made 10 years of mortgage payments, approximately \$144,000.00.

16. Further regarding the fraudulent, supposed closing that allegedly took place in New York, GRAVLIN was never informed of the date, time or physical location. Conversely, GRAVLIN was originally instructed that the closing was to take place in her home or at an attorney's offices in nearby Jupiter, Florida. However, no agent or officer ever contacted her to finalize a closing.

17. As a result, GRAVLIN contacted Mr. Tunick to advise him that the mortgage lender was initiating a foreclosure action, at which point Mr. Tunick advised that the closing had already taken place and the Wachovia mortgage had been satisfied, and further that the Celedinas Insurance Agency company would be sent the above-noted \$1,567.00 homeowner's insurance premium payment via check.

18. Thereafter, it was discovered that Mr. Tunick was found to be holding himself out as a mortgage broker even though he was unlicensed. Indeed, upon information and belief, Mr.

Tunick blatantly lied to GRAVLIN regarding all aspects of the financial reimbursement of the alleged reverse mortgage.

19. Subsequent investigation has revealed that Legacy Abstract Title Company and its principals and agents were, on July 8, 2009, less than three months after the events recounted in the above paragraphs of this complaint, indicted by the State of New York, for conduct eerily similar to what had occurred towards Plaintiff.

20. Indeed, Legacy Abstract Title Company and its principals and agents were accused of forging closing documents, receiving into their title company escrow accounts closing funds from the banks that were, according to the fraudulent closing documents, supposed to go to the sellers of the properties. Instead, Legacy Abstract Title Company and its principals and agents apparently re-directed these funds to shell accounts controlled by the other indicted co-conspirators. Legacy Abstract Title Company and its principals and agents were accused of representing buyers and sellers at the sham closings, and further accused of failing to meet or communicate with their so-called clients until the day of the closings, did not negotiate closing or contract terms, and generally betrayed their clients' interests.

21. Attorney Marc Ziropiannis, the principal of Legacy Abstract Title, on October 24, 2009, pled guilty to Grand Larceny and was permanently disbarred.

22. The alleged note and mortgage dated the same date as the application, March 20, 2009, show that World Alliance Financial was the mortgagee, instead of either Guardian First Funding or Urban Financial. Mr. David Peskin is also the co-founder and COO of World Alliance Financial.

23. Further, although the "Estimate of Appraised Value" of GRAVLIN'S home was \$386,000.00, and the aforesaid fraudulent HUD-1 does not show any figure in excess of \$233,684.20, such alleged mortgage and note indicates that the principal amount of the reverse mortgage on GRAVLIN'S home was \$579,000.00. However, that mortgage and note were not provided to GRAVLIN at any time until they were attached to the instant foreclosure complaint.

24. Even though the Defendants have now produced, sub judice, what is alleged to be the original note and mortgage for \$579,000.00, in fact, on July 15, 2009, one week after the aforesaid indictment of Legacy Abstract Title and its principals and agents, Joanne Davis, an employee of Westcor Land Title Insurance, filed, in the Public Records for Palm Beach County, an "Affidavit of Interest", asserting that the \$579,000.00 mortgage in favor of World Alliance Financial had been lost.

25. Although GRAVLIN does not know exactly when the Defendant RMS assumed the mortgage servicing duties in regard to the aforesaid reverse mortgage, she received a Monthly Statement in September 2009, which has the name of World Alliance Financial; however, the address on the Monthly Statement is RMS' address.

26. That September, 2009 Monthly Statement indicates that the amount of her "Original Principal Limit" was \$242,408.00, and her "Beginning Loan Balance" was \$233,684.20, not \$579,000.00. Inexplicably, the Monthly Statement shows a "Credit Line" of \$0.00. (Exhibit "B").

27. Despite Mr. Tunick's assurances, and despite the fact that Celedinas Agency had sent a bill for the Homeowner's Insurance premium to World Alliance Financial in March, 2009, in July 2009 and August 2009, World Alliance Financial sent letters to GRAVLIN asserting that it did not have confirmation of her homeowner's insurance. Subsequently, and up until at least March 2015, RMS continued to send such letters to GRAVLIN.

28. Subsequently, in 2009, GRAVLIN received a telephone call informing her that Guardian First Funding had no confirmation of homeowners insurance. She then immediately contacted Mr. Tunick who again assured her that the funds for her homeowners insurance had been paid at the closing. She was then advised that Guardian First Funding could not reach the Legacy Abstract Title Company and there did not appear to be any such check.

29. Since no funds had been forwarded from the closing to pay the premiums for her homeowners insurance, a gap in coverage had been created. Even though such situation had

been wholly created by one or more of the various parties mentioned above, but not Gravlín, RMS force placed insurance on her home, and began charging GRAVLIN approximately \$7,700.00 a year for forced placed insurance with Lloyd's of London, a non U.S. company, far in excess of the \$1,567.00 premium for her own homeowner's coverage.

30. Immediately after GRAVLIN learned that such a gap in homeowner's insurance coverage had been created because no monies had been forwarded to Celedinas Agency as promised, GRAVLIN herself obtained new homeowners' insurance and has remained current on all homeowner's insurance payments since that time.

31. GRAVLIN repeatedly attempted to communicate to RMS that she maintained insurance on her home, and to communicate that the gap in coverage was created, as discussed above by others, to no avail.

32. As early as August 2011, RMS recognized that no money had been forwarded to Celedinas Agency as promised by its predecessors in interest, since that month, it presented a claim against Westcor Land Title Insurance in that regard. (Exhibit "C")

33. On December 26, 2012, RMS, as the servicer of the aforesaid note and mortgage, caused the instant foreclosure action to be instituted against GRAVLIN. By virtue of its aforesaid claim to Westcor Land Title it had presented in August 2011 (Exhibit "C"), it is certain that RMS, before causing such suit to be filed, failed to acknowledge to GRAVLIN, that any lapse in homeowner's insurance was caused by its predecessors in interest. Moreover, it did not address GRAVLIN'S concerns, and certainly ignored and/or did nothing to verify any of the supporting facts and circumstances, detailed hereinabove, prior to filing such suit, and especially did nothing to determine:

- A) Why the application, HUD-1, and monthly statements it had issued only shows a maximum indebtedness of \$242,408.00, whereas the letter, dated December 20, 2012, attached to its complaint asserts an amount, due and owing of \$309,715.23, but the body of the complaint, at paragraph 7, states that the principal amount of the note and mortgage is \$249,566.98, yet the attached mortgage and note shows the aforesaid amount of \$579,000.00;

- B) Reconciling the enormous discrepancy between the HUD-1 and the \$579,000.00 mortgage amount, including an attempt to determine where and how funds for \$579,000.00 of indebtedness were distributed, located, and held, and why, even as early as August 2009, the credit line available to GRAVLIN was \$0.00 ;
- C) Verifying that the named plaintiff of the foreclosure action, at the time, had standing to bring such action.

34. In that regard, in addition to all of the above, the four (4) corners of Plaintiff/Counter-Defendant's Complaint raise serious suggestions of fraud and misrepresentation as the Fixed Rate Note – Closed End (Home Equity Conversion) ("the Note") (attached as Exhibit "A" to Plaintiff/Counter-Defendant's Complaint ("BOA's Complaint")) and two (2) Assignments of Mortgage (attached as Composite Exhibit "C" to BOA's Complaint), and the two undated allonges, are believed to be false and inaccurate.

35. In particular, "UNDER PENALTY OF PERJURY", pursuant to Fla. R. Civ. P. 1.110(b), an individual named "Debbie Sims" signed as the "Asst. Secretary" for "Nationstar Mortgage LLC d/b/a Champion Mortgage Company" (hereinafter "CHAMPION") on "11/5/12", and also signed as the "Asst. Secretary" for "MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR BANK OF AMERICA, NATIONAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS" on November 5, 2012. See BOA's Verified Complaint to Foreclose Home Equity Conversion Mortgage with attachments filed December 26, 2012.

36. Certainly, Ms. Simms could not truthfully swear "UNDER PENALTY OF PERJURY" that she was the Assistant Secretary to CHAMPION on November 5, 2012, while simultaneously serving as the Assistant Secretary for BANK OF AMERICA, NATIONAL ASSOCIATION **on the exact same day.**

37. Moreover, on April 29, 2015, Ms. Sims reappeared to sign another purported Assignment of Mortgage as part of Plaintiff/Counter-Defendant's Motion to Substitute Party Plaintiff, and – this time – Ms. Simms held herself out a second time as the Assistant Secretary for Nationstar Mortgage LLC d/b/a Champion Mortgage Company. This Assignment of

Mortgage was prepared by McCalla Raymer, LLC, which is the firm of record for Plaintiff/Counter-Defendant.

38. Of equal concern, within the four (4) corners of BOA's Complaint is Joanne M. Davis' involvement with the matters before this Court. First, the Fixed Rate Mortgage ("Mortgage") (attached as Exhibit "B" to BOA's Complaint) shows written X's (or striking) through World Alliance Financial Corporation's information, which is replaced by handwriting showing Ms. Davis as the agent for "Westcor Land Title Ins." at "19760 Castlewood Dr. Jupiter, FL 33458".

39. The Mortgage reflects the date March 20, 2009; however that very document shows Teresa Bennigan and Joanne M. Davis as alleged witnesses to Ms. Gravlin's signature, which signatures were all notarized by Joanne M. Davis on September 2, 2009.

40. Regarding the Assignments of Mortgage (attached as Composite Exhibit "C" to BOA's Complaint), the concerns related to Ms. Sims' role with respect to the issue discussed *supra*. is not the only problem. Instead, the April 29, 2010 supposed Assignment of Mortgage was signed by the well-known and recognized "robo-signor" Bryan Bly, as Vice President of World Alliance Financial Corp., and notarized by Christopher Jones, whom is also a known "robo-signor". Finally, the document was prepared by Jessica Fretwell, another "robo-signor". Indeed, all three (3) of these individuals worked for National Title Clearing, and these individuals and their business came under severe scrutiny following the deposition of Ericka Lance, Senior President of Administration for National Title Clearing in a 4th Judicial Circuit, Duval County, Florida case, styled Bayview Loans Services, LLC v. Corey, 2009CA016234MA. (Exhibit "D")

41. As if the above was not enough, according to Exhibit "A" of BOA's Complaint, GRAVLIN purportedly executed the Note on March 20, 2009 for the benefit of Bank of America d/b/a World Alliance Financial Corporation ("World Alliance"), and the Mortgage (attached as Exhibit "B" to BOA's Complaint) shows that World Alliance was the alleged lender, with the Mortgage being given on March 20, 2009.

42. Curiously, BOA's Complaint at Exhibit "A" also includes two (2) fraudulent, undated allonges; the first, for the benefit of Nationstar Mortgage LLC. (or CHAMPION as defined *supra.*), whom allegedly received the Mortgage when it was "**subsequently** assigned to Plaintiff" refers to a Note/Loan dated March 12, 2009, and the second also undated allonge, refers to a Note/Loan dated March 20, 2009, is for the benefit of World Alliance, while the second is dated March 12, 2009 See paragraph 3 of BOA'S Complaint. (**Emphasis added.**)

43. Undoubtedly, Plaintiff/Counter-Defendant could not have assigned a secondary allonge that pre-dates the original Note and first allonge, and, even if it could, neither allonge can be valid unless there is proof of the date that it was executed, and, the signor of the original instrument (i.e. the Note) agreed to the content expressed in the allonge since the proponent of this evidence, the Plaintiff/Counter-Defendant, asks this Court to consider the allonge(s) as part of the Note itself. Consequently, the four (4) corners of BOA's Complaint show that the authenticity and veracity of both allonges must be in question because, *inter alia*, the March 12, 2009 (or second) allonge: (1) pre dates the Note and first allonge; (2) already indicates and ensues a prior assignor; and (3) is not notarized.

44. Finally, in regards to the legality of the Assignment of Mortgages, the first purported Assignment of Mortgage (attached to BOA's Complaint as Composite Exhibit "C"), purports to convey the subject Mortgage from World Alliance Financial Corporation to BOA, and that document was recorded in the Palm Beach County Official Records Book 23824 Page 1916 on May 3, 2010. The second purported Assignment of Mortgage (also attached as Composite Exhibit "C" to BOA's Complaint) evidences that it was prepared by McCalla Raymer, LLC – the firm representing Plaintiff/Counter-Defendant in this case – and allegedly conveys the subject Mortgage from BOA to CHAMPION on November 5, 2012 and was purportedly signed in Texas, but, a diligent search shows that, it was never recorded in the State of Florida, making it an invalid instrument. See Fla. Stat. 701.02. The third Assignment of Mortgage – which was attached to Plaintiff/Counter-Defendant's Motion to Substitute Party Plaintiff, discussed *supra.*,

was also prepared by McCalla Raymer, LLC – the firm representing Plaintiff/Counter-Defendant in this case – and purports to convey the subject Mortgage, on April 29, 2015, from CHAMPION back to BOA c/o Reverse Mortgage Solutions Incorporated, and, a diligent search shows that, it has not been recorded in the State of Florida; therefore, it is also legally invalid. See Fla. Stat. 701.02.¹

45. Both the two undated allonges, as well as all three (3) Assignments of Mortgage are invalid, misrepresentative and are not what they purport to be. Consequently, Plaintiff/Counter-Defendant has no legal claim to GRAVLIN'S property and has no valid rights under the Note or Mortgage.

46. As a result, GRAVLIN has been forced to retain the services of the undersigned counsel and has agreed to pay them reasonable attorneys' fees and costs.

47. All conditions precedent to bringing this action have occurred, been performed or are excused.

COUNT I – EQUITABLE ACCOUNTING

48. Plaintiff hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through forty seven (47) above as though fully set forth herein and further alleges:

49. Plaintiff most definitely contests the validity of the subject Note and Mortgage, moreover such Note and Mortgage between GRAVLIN and BOA itself as well as its various predecessors in interest, involves extensive or complicated accounts.

50. It is not clear that the remedy at law is as full, adequate and expeditious as it is in equity.

¹ In addition to being unable to confirm through a diligent search that these supposed Assignments of Mortgage were never recorded, the face of the documents themselves show no evidence that they were ever recorded in the State of Florida. See BOA's Complaint at Composite Exhibit "C" and Exhibit "A" to Plaintiff/Counter-Plaintiff's Motion to Substitute Party Plaintiff.

51. Further, because of the conduct of BOA itself, RMS, and their predecessors in interest have engaged in, GRAVLIN is unsure what amount BOA claims is due and owing on the Note and/or Mortgage.

52. Consequently, an equitable accounting should be conducted so that GRAVLIN can determine what economic damages, if any, *inter alia*, have been caused by BOA itself, RMS, and their predecessors in interest.

WHEREFORE, Defendant/Counter-Plaintiff, VIRGINIA W. GRAVLIN, prays that an accounting be had and taken under the direction of this Court to determine what is due and owing, if anything, as it relates to the subject Mortgage and GRAVLIN'S Note.

COUNT II – FRAUD

53. Plaintiff hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through forty seven (47) above as though fully set forth herein and further alleges: As set out in great detail above, BOA itself, RMS, as well as their predecessors in interest, have been guilty of numerous false statements, as well as numerous fraudulent omissions of fact.

54. Both the conduct and verbal statements detailed above, as well as the fraudulent allonges and assignments referenced above, are replete with fraudulent statements and omissions of material fact.

55. BOA itself, RMS, as well as their predecessors in interest, knew or should have known of the falsity of such verbal and written statements and omissions of material facts at the time they were made and at the time the documents were created, appended to pleadings herein, and filed sub judice.

56. Counter-Defendant/Plaintiff BOA itself, RMS, as well as their predecessors in interest, intended, by such fraudulent statements and omissions of material fact, to induce GRAVLIN to rely thereon, which she did to her great detriment.

57. As a direct and proximate result of the Defendants, BOA itself, RMS, as well as

their predecessors in interest, fraudulent representations and omissions, the Plaintiff, GRAVLIN, suffered actual damages and reasonably foreseeable consequential and incidental damages including, but not limited to:

- a. The aforesaid \$579,000 mortgage on her home;
- b. The fees, penalties, force placed insurance premiums, and other charges that are being sought from her in the instant foreclosure suit;
- c. Attorney's fees and costs she was forced to expend defending herself in the instant foreclosure suit as a result of the aforesaid wrongful acts;
- d. Loss of Use of such monies;
- d. Impairment of Credit;
- e. Extreme emotional distress and embarrassment

WHEREFORE, Defendant/Counter-Plaintiff, VIRGINIA W. GRAVLIN, demands judgment for fraud resulting in damages in excess of \$15,000.00 against the Plaintiff/Counter-Defendant, BANK OF AMERICA, NATIONAL ASSOCIATION; and Counter-Defendant REVERSE MORTGAGE SOLUTIONS, INC., plus interest on all liquidated sums, costs and attorneys' fees, and demands a trial by jury for all issues so triable.

COUNT III – Violation of the Florida Consumer Collection Practices Act Against RMS

58. Plaintiff hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through forty seven (47) above as though fully set forth herein and further alleges:

59. This claim is brought against RMS on behalf of GRAVLIN for damages and injunctive relief on account of its collection practices in violation of the Florida Consumer Collection Practices Act, F.S. § 559.72.

60. In its business of collecting debts and in attempting to collect the debt, RMS has used the United States mail and postal services, telephones and other means and instrumentalities of interstate commerce.

61. Fla. Stat. § 559.72(9) states, that in collecting consumer debts, no person shall:

(9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.

62. RMS and GRAVLIN are "debtors" and "consumers" as defined by F.S. § 559.55(2).

63. RMS is a "debt collector" as defined by F.S. §559.55(6).

64. The alleged debts of GRAVLIN are "consumer debts" as defined by F.S. §559.55(1), in that they are obligations or alleged obligations of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes.

65. RMS, acting as the assigned servicer of the Note, asserted in communications to GRAVLIN that she was required to pay for late fees, the costs and premiums for forced placed insurance, inspection fees, attorneys' fees and costs, as well as various charges under the misleading nomenclature as "corporate advance". RMS certainly knew, or in the exercise of even the slightest care, should have known, that its claims were not legitimate and that GRAVLIN was not under any legal obligation to pay for those sums.

66. RMS had actual knowledge that GRAVLIN did not owe the above-referenced amounts.

67. This intentional and knowing conduct by RMS constituted an improper debt collection practice In violation of the Florida Consumer Collection Practices Act, Fla. Stat. § 559.55, et seq. Specifically, this intentional and knowing conduct violated § 559.72(9), which makes it illegal to "[c]alm, attempt, or threaten to enforce a debt when such person knows that

the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist."

68. On account of the foregoing violations, GRAVLIN has been forced to retain the services of undersigned counsel, and has agreed to pay them a reasonable fee for their services, on a contingent fee basis.

69. Due to the violations of Florida law by RMS, as set forth above, GRAVLIN has been damaged and is entitled to an award of damages (actual and/or statutory) as well as declaratory and injunctive relief.

WHEREFORE, Defendant/Counter-Plaintiff, VIRGINIA W. GRAVLIN, demands judgment for actual and/or statutory damages and equitable relief against the Counter-Defendant REVERSE MORTGAGE SOLUTIONS, INC., plus interest on all liquidated sums, costs and attorneys' fees pursuant to Florida Statute § 559.77(2), and such other and further relief as this Court deems just and proper. Additionally, GRAVLIN requests that REVERSE MORTGAGE SOLUTIONS, INC. be enjoined from any and all further illegal collection practices, and demands a trial by jury for all issues so triable..

COUNT III – ACTION PURSUANT TO FLORIDA STATUTE §772.104

Plaintiff hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through forty seven (47) above as though fully set forth herein and further alleges:

70. The aforesaid acts and omissions of BOA itself, RMS, and their predecessors in interest, comprise violations of several Florida Statutes, including Mortgage Fraud as defined by Florida Statute §817.545, as well as Florida Statute §772.103.

71. Due to the violations of such Florida Statutes by BOA itself, RMS, and their predecessors in interest, GRAVLIN has been damaged and is entitled to an award of damages for "threefold the actual damages sustained and, in any such action, is entitled to minimum damages in the amount of \$200, and reasonable attorney's fees and court costs in the trial and

appellate courts.” WHEREFORE, Defendant/Counter-Plaintiff, VIRGINIA W. GRAVLIN, demands judgment for damages, pursuant to Florida Statute §772.104, including threefold her actual damages, in excess of \$15,000.00, against the Plaintiff/Counter-Defendant, BANK OF AMERICA, NATIONAL ASSOCIATION; and Counter-Defendant REVERSE MORTGAGE SOLUTIONS, INC., plus interest on all liquidated sums, costs and attorneys’ fees, and demands a trial by jury for all issues so triable.

COUNT IV – BREACH OF FIDUCIARY DUTY

72. Plaintiff hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through forty seven (47) above as though fully set forth herein and further alleges:

73. BOA, and RMS, each had a fiduciary duty to represent GRAVLIN’S interests as it related to the aforesaid Note and Mortgage.

74. For the reasons stated herein, BOA and RMS not only breached that fiduciary duty, but such breach was especially egregious under the circumstances, and constitutes a constructive fraud.

75. As a direct and proximate result of the Defendants, BOA and RMS, egregious breach of their fiduciary duty to Plaintiff, tantamount to constructive fraud, the Plaintiff, GRAVLIN, suffered actual damages and reasonably foreseeable consequential and incidental damages including, but not limited to:

- a. The aforesaid \$579,000 mortgage on her home;
- b. The fees, penalties, force placed insurance premiums, and other charges that are being sought from her in the instant foreclosure suit;
- c. Attorney’s fees and costs she was forced to expend defending herself in the instant foreclosure suit as a result of the aforesaid wrongful acts;
- d. Loss of Use of such monies;
- d. Impairment of Credit;

- e. Extreme emotional distress and embarrassment

WHEREFORE, Defendant/Counter-Plaintiff, VIRGINIA W. GRAVLIN, demands judgment for breach of fiduciary duty in excess of \$15,000.00 against the Defendants, BANK OF AMERICA, NATIONAL ASSOCIATION, and Reverse Mortgage Solutions, Inc., plus interest on all liquidated sums, costs and attorneys' fees, and demands a trial by jury for all issues so triable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been filed with the Clerk of the Court using the Florida E-Filing Portal and has been served by E-Mail to: Danielle N. Parsons, Esq., mrservice@mccallaraymer.com (Counsel for Bank of America); James S. Telepman, Esq., jst@fcohenlaw.com, smc@fcohenlaw.com (Co-Counsel for Bank of America); and United States of America, US Attorney General, usafls.2410@usdoj.gov this 18th day of February, 2016.

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By: /s/ JEFFREY M. LIGGIO
JEFFREY M. LIGGIO, ESQ.
Fla. Bar No.: 357741

3096/nyc

Signed 3/20/2009

Residential Loan Application for Reverse Mortgages

This application is designed to be completed by the applicant(s) with the lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must be provided when a person other than the "Borrower" (including the Borrower's spouse) is a co-owner of the real property that will be used as a basis for loan qualification or the Borrower's spouse is not a co-owner of the real property that will be used as a basis for loan qualification, but the Borrower resides in a community property state or the security property is located in a community property state.

I. Type of Mortgage and Terms of Loan

Mortgage Applied for: <input type="checkbox"/> Home Keeper (Fannie Mae) <input type="checkbox"/> HECM (FHAI) <input checked="" type="checkbox"/> Other <u>HECM FIXED</u> (specify) *Complete HUDVA Addendum	FHA Case No. (HECM) 095-1092162-951/951 Loan Payment Plans: <input type="checkbox"/> Line of Credit (not available in Texas) <input type="checkbox"/> Modified Term (HECM only) <input type="checkbox"/> Tenure	Lender Case No. 3000027531 Term (HECM only) <input type="checkbox"/> Modified Tenure <input checked="" type="checkbox"/> Other Single Advance
Special Loan Features: ARM (type): <input checked="" type="checkbox"/> Fixed Rate Other (specify):	(Indicate monthly or annual)	

II. Property Information

Subject Property Address (street, city, state, county, and zip code):
JUPITER, FL 33468 in PALM BEACH County

Legal Description of Subject Property (attach description if necessary):
Legal description attached hereto as Exhibit A and by this reference made a part hereof.

Property Title is Held in These Names: (Please list all names on property title):
VIRGINIA W. GRAVLIN

No. of Units: <u>1</u>	Year Built: <u>2000</u>	Estimate of Appraised Value: <u>\$386,000</u>
Residence Type: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment Property	Property Title Held As: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Life Estate <input type="checkbox"/> Leasehold (Expiration Date:)	
Check if title is also held as: <input type="checkbox"/> Joint Vivos (Living) Trust		

III. Borrower Information

Borrower's Name (Include Jr. or Sr., if applicable) <u>VIRGINIA W. GRAVLIN</u>		Co-Borrower's Name (Include Jr. or Sr., if applicable)	
Social Security Number <u>[REDACTED]</u>	DOB (MM/DD/YYYY) <u>[REDACTED]</u>	Social Security Number <u>[REDACTED]</u>	DOB (MM/DD/YYYY) <u>[REDACTED]</u>
Monthly Income: \$ <u>1,780.00</u>	Monthly Income: \$		
Real Estate Assets: \$ <u>386,000.00</u>	Real Estate Assets: \$		
Available Assets: \$ <u>10,000.00</u>	Available Assets: \$		
Home Phone (including area code): <u>(561) 630-5365</u>	Home Phone (including area code):		
Years of Residence at Present Address: <u>9</u>	Years of Residence at Present Address:		
Mailing Address, if different from Subject Property Address	Mailing Address, if different from Subject Property Address		
Marital Status: <input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried (Include single, divorced, widowed)	Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Unmarried (Include single, divorced, widowed)		
Alternative Contact Person (name, address, phone): <u>ASHLEY GRAVLIN [REDACTED] JUNO BEACH, FL 33408 561-694-8058</u>		Alternative Contact Person (name, address, phone):	

Fannie Mae Form 1009 06/2004

PLAINTIFF'S
EXHIBIT
"A"

IV. Liens Against The Property

List the creditor's name, address, and account number for all liens against the property.

NOTE: This section should not be used to list all personal liabilities, only liens against the property.

Name of Creditor	Address of Creditor	Unpaid Balance
WACHOVIA BANK		\$ 188,457.21
Account Number		
Name of Creditor	Address of Creditor	Unpaid Balance
		\$
Account Number		
Name of Creditor	Address of Creditor	Unpaid Balance
		\$
Account Number		
Total Liens to be paid:		\$ 188,457.21

V. Total Non-Real Estate Debts

Total Amount of Non-Real Estate Debts: \$

VI. Declarations

If you answer "Yes" to any questions 4 through 8, Please use continuation sheet for explanation.

	Borrower		Co-Borrower	
	Yes	No	Yes	No
a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have you filed for any bankruptcy that has not been resolved?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are you a party to a lawsuit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? (If "Yes," give details, including date, name and address of lender, FHA or VA Case number (if applicable), and reason for delinquency/default.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Do you intend to occupy the property as your primary residence?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Are you a co-maker or endorser on a note? (Optional for HUD)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Are you a U.S. citizen? (Optional for HUD)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Are you a permanent resident alien? (Optional for HUD)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Will proceeds from this loan be used for Home Improvements? ☐ Yes ☒ No If Yes, how much? \$

Fannie Mae Form 1009 05/2004

VII. Acknowledgment and Agreement

Each of the undersigned specifically represents to Lender and Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust of the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or reverify any information contained in the application from any source named in this application, and Lender, its insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that I may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; and (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property.

Certification: We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made on this application.

Borrower's Signature	Date	Co-Borrower's Signature	Date
<i>[Signature]</i>	03/24/2007		

VIII. Information for Government Monitoring Purposes

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may discriminate neither on the basis of this information, nor 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, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER		CO-BORROWER	
I do not wish to furnish this information		I do not wish to furnish this information	
Ethnicity:	<input checked="" type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input checked="" type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input checked="" type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input checked="" type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander
Sex:	<input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male
TO BE COMPLETED BY INTERVIEWER This application was taken by:		Name and Address of Interviewer's Employer	
<input type="checkbox"/> Face-to-face interview <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Telephone		Interviewer's Name (print or type) Russell Tunick Interviewer's Signature <i>[Signature]</i> Interviewer's Phone Number (include area code) (212) 380-4297	
		Guardian First One Penn Plaza, # 1414 New York, NY 10119	

NOTE: FHA insures reverse mortgages for one to four family units under various provisions of the National Housing Act. The information contained on the loan application is collected to determine eligibility for the program as well as serve as verification of the applicant's statements. The performance function of the agency will be improved by collecting this data as determinations can be made regarding the characteristics of those borrowers obtaining HECM loans. The Public Reporting Burden for this collection is estimated to average one hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data and completing and reviewing the collection of information. A response is required to obtain a HECM loan, but parties are not required to use this particular form. This information is covered by the Privacy Act.

**Instructions for completing the residential loan application for reverse mortgages
(Fannie Mae 1009) and Addendum**

1. Instructions for completing the residential loan application for reverse mortgages

For the borrower's application for a Fannie Mae conventional reverse mortgage (Home Keeper Mortgage) or an FHA-insured reverse mortgage (Home Equity Conversion Mortgage, or HECM), the lender has the option of using the Residential Loan Application for Reverse Mortgage (Fannie Mae Form 1009) or the Uniform Residential Loan Application (Freddie Mac Form 65/Fannie Mae Form 1003).

For both forms, if the mortgage applied for is a HECM, the HUDVA Addendum (HUD 92900-A) must be completed.

The Residential Loan Application for Reverse Mortgage, Fannie Mae Form 1009, must be completed as detailed below for the Home Keeper Mortgage or the HECM.

Section I. Type Of Mortgage And Terms Of Loan

Mortgage Applied for - Check the type of reverse mortgage for which application is being made: Home Keeper, HECM, or Other type of reverse mortgage. If Other is selected, the mortgage product must be specified. If HECM is selected, the HUDVA Addendum must be completed and attached to the application.

FHA Case No. - If the mortgage applied for is a Home Keeper, this section should be left blank. If the mortgage applied for is a HECM, the FHA case number should be entered followed by the appropriate Section of the Act ADP Code for HECMs listed below:

	HUD-Processed	Direct Endorsement
Assignment/Fixed-rate	911	951
Assignment/Adjustable-rate	912	952
Shared Premium/Fixed-rate	913	953
Shared Premium/ARM	914	954
Shared Appreciation/Fixed-rate	915	955
Shared Appreciation/ARM	916	956
Condo (Fixed)	917	957
Condo (ARM)	918	958

Lender Case No. - Indicate the case number assigned by the lender. This case number can be any combination of letters and numbers, as determined by the lender.

Loan Payment Plans - Indicate the payment plan in which the applicant is interested. The applicant can change the payment plan selection at closing.

Special Loan Features - The Equity Share Option is only available under the Home Keeper Mortgage. Other special loan features pertaining to specific reverse mortgage products must be detailed in the space provided.

Amortization Type - Indicate either fixed-rate or adjustable-rate (ARM) amortization. If ARM is selected, indicate if the adjustment will occur monthly or annually.

Section II. Property Information

Subject Property Address - The address of the applicant's primary residence - including the county name and the zip code - should be entered.

Legal Description of Subject Property - Enter the legal description of the property as shown on the title insurance commitment or survey. The legal description may be attached to the loan application if it is lengthy.

No. of Units - Enter the number of family units on the subject property. For example, "1" would be used to indicate a single-family property, "2" would indicate a duplex, etc.

Year Built - Indicate the year the property was constructed.

Estimate of Appraised Value - Enter an estimate of the property value. (An exact valuation is not necessary as verification will occur during the property appraisal process.)

Residence Type - Primary residence must be checked. Check "primary residence" and "investment property" if applicant resides in a multi-unit property with rental tenants.

Property Title is Held in These Names - List names of all titleholders to the property.

Property Title Held As - Identify how the property rights are held: fee simple, life estate, or leasehold estate. If leasehold estate is selected, enter the expiration date of the lease. If title is also held as an *inter vivos* (living) trust, check the corresponding box.

Section III. Borrower Information

Borrower's Name - Indicate the full legal name of the applicant, as the titleholder to the subject property.

Co-Borrower's Name - Indicate the full legal name of the co-applicant, if also a titleholder to the subject property.

Social Security Number - Enter the applicant's social security number, and co-applicant's social security number, if applicable.

Date of Birth - Enter the applicant's birth date, and co-applicant's birth date, if applicable.

Monthly Income - Enter the applicant's monthly income, and co-applicant's monthly income, if applicable.

Real Estate Assets - Enter total value of applicant's real estate assets.

Available Assets - Enter the amount of the applicant's available (liquid) assets.

Home Phone - Enter the applicant's home phone number, and co-applicant's home phone number, if applicable. Include the area code for each phone number.

Years of Residence at Present Address - Enter the number of years the applicant has resided at the subject property address. Provide the same information for the co-applicant, if applicable.

Marital Status - Check box that represents the applicant's marital status. If separated but not divorced, the "Married" box should be selected. Provide the same information for the co-applicant, if applicable.

Alternative Contact Person - If the application is for a Home Keeper Mortgage, provide the name, home address, and telephone number for a family member, friend, or advisor to the applicant. The contact person should be someone who has access to and/or maintains regular communication with the applicant. Provide the same information for the co-applicant, if applicable. (This information is optional for the HECM loan.)

Section IV. Liens Against The Property
The applicant must provide information on unpaid liens against the property. The name and address of the creditor(s), as well as the lien account number(s) and balance(s) owed, must be completed. The total unpaid balance of these property liens should be totaled and entered in the space provided.

Section V. Non-real Estate Debts

List the total of all debts not related to real estate.

Section VI. Declarations

The applicant and co-applicant, if applicable, must complete blocks a. through f., using "Yes" or "No" as responses. Block d. requires a detailed explanation if the response is affirmative. Blocks f., g., and h. are not required for HECM application.

Section VII. Acknowledgment and Agreement

The applicant and co-applicant, if applicable, should read this section carefully, indicate the date of signature, and sign in the pertinent blocks.

Section VIII. Information For Government Monitoring Purposes

These blocks may be completed, if the borrower chooses not to furnish any or all of this information. Federal Regulations require that the lender note that choice on the application. Federal Regulations also require the lender note the race or national origin and sex of the applicant on the basis of visual observation or surname. This information is collected, in part, for the Home Mortgage Disclosure Act (HMDA).

**2. Instructions for completing the HUDVA Addendum
(Form 92900-A)**

The HUDVA Addendum (92900-A) consists of five (5) pages, the first four of which must be completed. These four pages contain statutory and regulatory information and certifications and should be completed, signed, and dated, and included in the case binder. For lenders who are not approved for direct endorsement or have preclosing status, the documentation should be completed, signed and included in the case binder at the time of submission for firm commitment. Page five may be omitted since it is the Veteran's Administration Commitment for Guaranty and is not applicable. A copy of the Addendum must be provided to the borrower. The instructions listed below relate to completing the Addendum for the HECM Program.

PART I - Identifying Information

Section of the Act (Block 4) - Enter the same code that follows the FHA case number in Section I of the loan application.

Loan Amount (Block 7) - The principal limit should be entered in this block. **Interest Rate (Block 9)** - The Expected Average Mortgage Interest Rate ("Expected rate") should be entered in the block.

Blocks 9, 10, 12a, 12b, and 20 should not be completed.

Monthly Statement

01275

VIRGINIA W GRAYLIN

JUPITER, FL 33458

*** THIS IS NOT A BILL ***

Account Information		Interest Rates			
Pay Plan Type	Line of Credit	Interest Rate Type: Fixed (5 Year LIBOR Swap)			
Funded Date:	03/25/2000	Month	Index	Margin	Int. Rate (Index + Margin)
Loan #	3000027531	August	5.7300%	0.0000%	5.7300%
Borrower	VIRGINIA W GRAYLIN	September	5.7300%	0.0000%	5.7300%
Property	JUPITER, FL 33458	October	5.7300%	0.0000%	5.7300%

Credit Line Set Aside Information		Principal Limit Information	
Original Credit Line	\$0.00	Original Principal Limit:	\$242,408.00
Current Gross Credit Line	\$0.00	Current Principal Limit:	\$250,057.69
Unsch. Credit Line Cmo. Bal. (-)	\$0.00	Loan Balance (-):	\$240,241.50
Net Credit Line Set Aside (+)	\$0.00	Repair Set Aside (-):	\$3,617.61
		Set Asides (-):	\$5,087.77
		Credit Line Set Aside (-):	\$0.00
		Net Principal Limit (=):	\$0.00

Total Funds Available	
Net Credit Line Set Aside + Net Principal Limit =	\$0.00
IN ORDER TO MAKE FUTURE WITHDRAWALS, YOU MUST MAINTAIN A MIN. \$50.00 BALANCE IN YOUR LINE OF CREDIT	

Loan Balance Activity		
	Current Month	Year To Date
Beginning Loan Balance	\$238,970.84	\$233,684.20
Payments Amount		
Unscheduled Disbursements (if applicable)	\$0.00	\$0.00
Escrow/Set Aside Disbursements	\$0.00	\$0.00
Delinquent Taxes/Insurance Disbursement	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Service Fee	\$0.00	\$0.00
Mortgage	\$1,141.09	\$5,865.40
Misc. Charges	\$30.00	\$150.00
Repayments	\$90.57	\$511.81
Total Activity	\$0.00	\$0.00
Ending Loan Balance as of August 31, 2000	\$1,270.66	\$6,657.30
	\$240,241.50	\$240,241.50

If you have any questions or would like further information on your reverse mortgage, please call our customer service department.

Loan Plan 3442



2727 Spring Creek Drive
Spring, TX 77373

RECEIVED
AUG 17 2011

New Claim

August 16, 2011

Via Email: *FEDEX*

Westcor Land Title Insurance Company
ATTN: Claims Department
201 North New York Avenue, Suite 200
Winter Park, FL 32789

RE: Policy No. LP-1-NY1031-2114740
Policy Commitment Date: March 4, 2009
Agent File No: LFL 1052-09
Loan No. 3000027531 / 24447
Borrower: Virginia W Gravlin
Property: [REDACTED] Jupiter, FL 33458

To Whom It May Concern:

Please allow this letter to serve as a Title Claim for the above referenced property and title policy. The claimant is Reverse Mortgage Solutions, Inc., (RMS) subservicer for Bank of America, the assignee of World Alliance Financial Corp. (WAF). The facts are as follows:

1. Your agent, Legacy Abstract Corp. failed to transmit payment for hazard insurance coverage to the insurance agent and/or company at the time of closing of the loan. Pursuant to the HUD 1 the money was collected for the payment of the hazard insurance at closing.
2. Such failure to transmit the hazard insurance premium required the lender to issue force placed insurance at the cost of \$7,273.41 for one year coverage and thereby subjected the RMS to a loss of \$7,273.41. In addition, the borrower suffered the loss of \$1,567.00 since borrower was charged for the insurance premium that was not paid by your agent, Legacy Abstract Corp.
3. It was the duty and responsibility of the closing agent, Legacy Abstract Corp. to insure the hazard insurance policy was paid and to insure that borrower's funds were paid out as set forth in the HUD 1. The closing agent failed to fulfilled their obligations and professional duty and therefore such conduct has caused the lender, RMS to suffer a financial loss of \$7,273.41, and the borrower to suffer a financial loss of \$1,567.00.

2727 Spring Creek Drive, Spring, TX 77373
Phone (866) 503-5559 ~ Fax (866) 790-3451 ~ TTY/TDD (866) 827-6697

PLAINTIFF'S
EXHIBIT

"C"

WESTCOR 000001

Westcor Land Title Insurance Company
Attn: New Claims
August 16, 2011
Page Two

4. Demand is hereby made that Westcor Land Title Insurance Company immediately pay to RMS the sum of \$7,273.41 and to the borrower the sum of 1,567.00 for the losses suffered because of the actions of the closing agent.

In order to facilitate the processing of this Title Claim, enclosed are the following documents:

- Title Commitment issued by Westcor Land Title insurance Company dated march 4, 2009; the Closing Protection Letter issue by Westcor and dated March 19, 2009;
- Final Title Policy;
- HUD 1 Settlement Statement;
- Insurance Declaration for payment;
- Notice of Cancellation of Insurance for Non Payment
- Evidence of Insurance Purchased by RMS
- Letter to Borrower relative to Force Placed Insurance coverage
- Assignment from World Alliance Financial Corp to Bank of America (subservicer for Bank of America is Reverse Mortgage Solutions, Inc.)

Please acknowledge Westcor Land Title Insurance Company's receipt of this claim and let the undersigned know what additional information or documentation, if any Westcor requires.

Please do not hesitate to contact the undersigned with any questions.

Sincerely,



Pamela J Grube

Paralegal

Reverse Mortgage Solutions, Inc.

2727 Spring Creek Drive

Spring, Texas 77373

Main No. 281-404-7800; Direct No. 281-404-7965

Fax No. 866-790-3451

Email: pgrube@rmsnav.com

Enclosures

1 IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
2 IN AND FOR DUVAL COUNTY, FLORIDA
3 CIVIL DIVISION
4 CASE NO.: 16-2089-CA-016234-MA

5 BAYVIEW LOAN SERVICES, LLC,
6 Plaintiff,

7 vs.
8 CYNTHIA LEE COREY
9 a/k/a CYNTHIA L. COREY, et al,
10 Defendant.
11

12 DEPOSITION OF: ERIKA LANCE
13 TAKEN: Pursuant to Notice by
14 Counsel for Defendant
15 DATE: June 2, 2010
16 TIME: 11:28 a.m. to 12:38 p.m.
17 LOCATION: Nationwide Title Clearing
18 2100 Alt. 19 North
19 Palm Harbor, Florida 34683
20 REPORTED BY: Brooke Wharton
21 Notary Public
22 State of Florida at Large
23
24 MAXA ENTERPRISES, INC.
25 1275 Cleveland Street
Clearwater, Florida 33755
(727) 441-2484 Fax: (727) 448-8828

EXHIBIT A

1 APPEARANCES: DANIELLE PARSONS, Esquire
2 Law Offices of David J. Stern, P. A.
3 900 Pine Island Road
4 Suite 400
5 Plantation, Florida 33324
6 Attorney for the Plaintiff
7
8 LYNN DRYSDALE, Esquire
9 126 West Adams Street
10 Jacksonville, Florida 32202
11 Attorney for the Defendant
12

13 INDEX PAGE NUMBER
14 Direct Examination by Ms. Drysdale. 3
15 Cross-Examination by Ms. Parsons. 52
16 Redirect Examination by Ms. Drysdale. 54
17 Reporter's Certificate. 57

18 EXHIBITS PAGE NUMBER
19 Defendant's Exhibit Number 1. 13
20 Defendant's Exhibit Number 2. 14
21 Defendant's Exhibit Number 3. 24
22 Defendant's Exhibit Number 4. 37
23 Defendant's Exhibit Number 5. 47

1 THEREUPON

2 ERIKA LANCE,

3 a witness herein, having been duly sworn was examined
4 and testified upon her oath as follows:

5 THE WITNESS: Yes.

6 DIRECT EXAMINATION

7 BY MS. DRYSDALE:

8 Q Ms. Lance, could you please state your full name
9 and your business address for the record?

10 A Yes. Erika Lynn Lance, 2100 Alternate 19 North,
11 Palm Harbor, Florida 34683.

12 Q And what business is located at that address?

13 A Nationwide Title Clearing, Incorporated.

14 Q And your title presently?

15 A The senior vice president for administration.

16 Q Okay. We introduced ourselves prior to taking
17 the deposition, but just so you'll be hopefully a little
18 more comfortable, we're -- I'm going to be asking you a
19 series of questions. If you don't understand a question I
20 ask, please ask me to rephrase it, and I'll be glad to do so
21 because if you answer it, I'll assume that you understood
22 it.

23 You'll need to answer out loud for the court
24 reporter so she -- because she can't take down nods or uh-uh
25 or uh-huh's. If you need to take a break at any time,

1 please let us know, and we'll be glad to do so.

2 A Okay.

3 Q Have you ever had your deposition taken before?

4 A Yes.

5 Q How many times?

6 A Three.

7 Q Were those related to your position at Nationwide
8 Title Clearing?

9 A Yes.

10 Q When were you last deposed?

11 A About three years ago.

12 Q And what was the purpose of that deposition?

13 A It had to do with human resource cases.

14 Q All three had to do with human resource cases?

15 A Yes.

16 Q And were these -- just generally, I don't want to
17 get into the details, but generally people who were employed
18 by Nationwide Title Clearing who were let go?

19 A No. They had to do with workmen's compensation.

20 Q All three?

21 A Yeah.

22 Q Okay. And how long have you been an employee of
23 Nationwide Title Clearing?

24 A About six and a half years.

25 Q Have you always held the title senior vice

1 president --

2 A No.

3 Q -- of administration?

4 A No.

5 Q What -- how long have you held that title?

6 A About four -- four years, four and half years.

7 Q Prior to that, what was your title?

PLAINTIFF'S
EXHIBIT
"D"

8 A Vice president of establishment.

9 Q And prior to that?

10 A No, that was it.

11 Q Okay. When did you start working at Nationwide?

12 A January 22nd, 2004.

13 Q And when you were hired as vice president of

14 establishment, what -- what were your duties?

15 A I was over the human resource division that also

16 contains the mailroom.

17 Q So what would you do on a day-to-day basis?

18 A Hire, fire, benefits, employee interactions,

19 staffing, investigations, ran the mailroom directly, which

20 had, at that time, 35 staff in it.

21 Q Is that similar to what some -- is sometimes

22 called human relations?

23 A It's part of it. Human resources is one

24 department of what -- that division.

25 Q It was -- and was the division the establishment

11 Q Did you bring a -- a map similar to the one
12 that's behind us with you today?

13 A No.

14 Q Okay. And you're presently -- so when -- when
15 did you switch from vice president of establishment to
16 senior vice president of administration?

17 A It was around May 2005.

18 Q And what -- are your day-to-day duties the same
19 today as they were in May 2005?

20 A No. They grow and expand, of course, as an
21 organization grows and expands.

22 Q Okay. What -- what did you -- what were you
23 doing in May of 2005 on a day-to-day basis?

24 A Well, I'm -- I'm over the legal area also. I --
25 at that time, I was over IT. I'm no longer over our IT

1 division?

2 A Division, yeah. Our organization is laid out in

3 divisions. You can't see the -- the organizing board behind

4 me on tape, but it's laid out by division. So there are

5 departments in each division. So each division usually has

6 three or four departments in it.

7 That one had the actual, like, department of

8 personnel, which would be what you'd consider standard human

9 resources, the mailroom, and then it also had security and

10 investigations and stuff like that.

1 area. It mainly had the division I spoke of earlier
2 underneath it and legal and stuff. Since then, I've also
3 taken on client relations as a division.

4 Q When you say you're over the legal department,
5 what -- what sort of operations is the legal department
6 involved in?

7 A Well, any legal notifications that we get or
8 questions. We have, of course, attorneys that handle
9 various aspects of things, but I -- most of the legal
10 questions that we get or like title companies having things
11 or attorneys and stuff are things that we can handle
12 in-house.

13 Q So are you an attorney?

14 A No, I'm not.

15 Q What type of educational training did you have
16 prior to being hired by Nationwide Title Clearing?

17 A Do you just want, like, whether I went to high
18 school or college, that kind of thing?

19 Q High school, college.

20 A I went to high school. I got a GED actually.

21 Q And then you started working after that?

22 A I was actually working previous to that. I
23 started working at 14.

24 Q Okay. What was your previous employer most
25 recent to Nationwide Title Clearing?

16 Q Do any of the other employees of Nationwide Title
17 Clearing, are they required to take any type of title, real
18 estate title courses?

19 A No, because most real estate title courses don't
20 actually apply to what we do here on our side.

21 Q Okay. Why -- why don't you give me a broad
22 description then of what you do at Nationwide?

23 A We do the paperwork for mortgage companies. Most
24 especially we do Assignments of Mortgage, Lien Releases, and
25 document retrieval and research.

1 A Consumer Sales Solutions.
2 Q What type of business is that?
3 A Telemarketing.
4 Q Did that company have anything to do with
5 mortgages, deeds?
6 A Not at all. They were gas and energy. I ran
7 their human resources area.
8 Q Have you had any particular -- any specific
9 training to -- for your present position as senior vice
10 president?
11 A Six and a half years of working at this company,
12 yes.
13 Q Okay. Have you been required to take any title
14 courses, real estate title courses?
15 A No. They're not required for this position.

1 Q So that's Assignments, lien retrieval?

2 A Lien Releases.

3 Q Releases.

4 A And document retrieval and research.

5 Q Does the research not involve title research?

6 A It can involve title research, but most title

7 courses have to do with the front end or being a realtor or

8 doing closings. And everything we do, is after a closing --

9 Q Okay.

10 A -- paperwork-wise.

11 Q So the people that work at Nationwide Title

12 Clearing prepare Assignments; is that correct?

13 A That is one of the functions that we do here.

14 Q Okay. And you -- they also prepare Lien

15 Releases?

16 A Yes.

17 Q Document retrieval, I'm not sure I understand

18 that term.
19 A Banks and mortgage companies can require certain
20 documents be in files usually referred to as a collateral
21 file, which usually has a -- like a certified copy of the
22 mortgage or the original mortgage, title policy, note,
23 et cetera. So sometimes we can do projects where we go and
24 retrieve copies of Assignments or mortgages or title
25 policies so they can fill out their file.

10

1 Q Is -- is that service requested when a bank or a
2 mortgage company or other institution finds that they have
3 documents that are missing in their collateral file?

4 A It could be requested for any number of reasons.
5 It's just a request they make of us to go do that.

6 Q And if the documents are not in the collateral
7 file, where generally are you -- do you find the documents?

8 A We've used the county websites and title
9 companies depending on the document we're looking for. If
10 we're looking for a recorded copy of a mortgage or an
11 Assignment modification or something like that, we go
12 directly to the county, usually getting a plain paper copy
13 or certified, depending on what's required.

14 If it's a title policy, we usually use the title
15 agents or the, you know, the various levels of company just
16 depending on what we need to or if we have to get a
17 replacement.

18 Q What about if it's -- do you -- are you ever
19 asked to retrieve original notes?

20 A You can't retrieve original notes. They -- if

21 they're not in the file, there's a separate procedure that
22 a bank has to do in order to resolve that issue.
23 Q And that's not something that National --
24 Nationwide is involved in?
25 A No.

11

1 Q You also indicated that you -- Nationwide
2 performs the research. What type of research?

3 A That -- that's the research I'm talking about.
4 We can also do lien position searches and lien status
5 searches and stuff like that.

6 Q So it -- it sounds like --

7 A -- searches.

8 Q It sounds like most of the document retrieval is
9 obtaining documents that are of public record; is that
10 correct?

11 A Oh, yeah. Or if -- there's some clients we work
12 for where they have us do the collection of the documents
13 after the closing, like from the title agent. After they
14 get them recorded, we get the originals back from them and
15 forward them on to their investors, not notes but original
16 mortgages and title policies.

17 Q Who usually makes those requests?

18 A That would be our client. It depends on what
19 service they have us sign up for -- they sign up -- they
20 sign up with us for. Sorry.

21 Q So is that generally an originating lender
22 requesting documents for an investor?

23 A It -- yeah. It just -- it's usually the bank
24 that wrote the mortgage or purchased the mortgage.
25 Q Do you have any -- does Nationwide have any of

12

1 its own computer platforms for purposes of obtaining these
2 types of documents for its document retrieval program?

3 A I don't quite understand the question.

4 Q Is it -- are there any computer programs
5 internally involved in doing the document retrieval?

6 A Yes.

7 Q What's the name of the system?

8 A It's an oracle-based system.

9 Q Does it have a name?

10 A No.

11 Q I'm showing you a document asking you if you
12 recognize this. It's a copy of a complaint filed in Bayview
13 Loan Services, LLC, versus Cynthia Lee Corey.

14 Do you recognize that document?

15 A No.

16 Q Is this the first time that you've seen this
17 document?

18 A Yes.

19 Q Okay. If you will look through the document, do
20 you recognize any Nationwide documents attached to the
21 complaint?

22 A No.

23 Q Okay. I'm going to show you another document,
24 second amended notice of taking deposition ducus tecum.

25 Do you recognize that document?

1 A Yes.
2 Q And when was the first time you -- you saw this
3 document?

4 A I had it faxed to me a few days ago. It was -- I
5 received it on May 28th.

6 Q And did you do anything to prepare for your
7 deposition today?

8 A Yes.

9 Q What did you do?

10 A I retrieved the -- the -- some of the documents
11 that are listed on the back that I was able to obtain.

12 Q Okay. Anything else?

13 A No.

14 Q All right. And we'll go through your documents
15 in just a few minutes, but I had some other questions to
16 ask.

17 A Okay.

18 MS. DRYSDALE: And we'll mark that as
19 Defendant's 1.

20 (Defendant's Exhibit Number 1 was marked for
21 identification.)

22 Q (By Ms. Drysdale) I'm showing you a copy of
23 another document asking you if you recognize this document?

24 A Yes.

25 Q It's an Assignment of Mortgage?

13

14

1 A Yes.
2 Q Is this a document that was prepared by
3 Nationwide?
4 A Yes.
5 MS. DRYSDALE: I'd like to mark that as
6 Defendant's 2.
7 (Defendant's Exhibit Number 2 was marked for
8 identification.)
9 Q (By Ms. Drysdale) So for purposes of the clarity
10 of record, I'll -- I'm going to refer to this as the Corey
11 Assignment.
12 A Okay.
13 Q And just looking at the document, if you look at
14 the very top left hand corner, it says, "When recorded,
15 return to CitiMortgage"; is that correct?
16 A Yes.
17 Q But -- and that is C/O NTC. Is that Nationwide?
18 A Yes.
19 Q Why is the document returned to Nationwide?
20 A One of the service -- the service that we did for
21 CitiMortgage had to do with the recording and the tracking
22 of Assignments. So we sent it to record at the county, and
23 then we have that so that it gets returned to us so we could
24 mark that it came back recorded image the document.
25 Q And when you say image it, you place it in -- in

15

1 a computer program?
2 A I do. In this particular case, this is an

3 electronically recorded Assignment which means that it was
4 sent via electronic recording and returned to us that way.
5 Q Is that inputted -- after it's recorded, is that
6 inputted into the oracle-based system that you referred to
7 earlier? You said you were imaging the documents?
8 A Yeah. I do image the documents. To answer your
9 question, we have an image repository where we keep track of
10 the documents being imaged.
11 Q Uh-huh.
12 A It's -- I don't understand the question about the
13 input. Do you mean just do we save a copy of the recorded
14 image?
15 Q Correct.
16 A Yes.
17 Q And is that in the image repository?
18 A Uh-huh.
19 Q Is there a name for that system?
20 A No.
21 Q You just call it the image repository?
22 A It's just where we keep our images. It's image
23 storing.
24 Q What is -- what type of system is that?
25 A It's a SAN.

16

1 Q Is that S-A?
2 A -N.
3 Q -N.
4 A And that is the extent of what I know about it.
5 It is called a SAN. It's a type of machine that keeps large

6 quantities of images so. . .
7 Q Do you know what S-A-N stands for?
8 A No idea.
9 Q Okay. So in this particular instance,
10 CitiMortgage was NTC's client?
11 A Uh-huh.
12 Q And they contacted you to prepare an Assignment
13 of Mortgage; is that correct?
14 A They contacted us to prepare a group of
15 Assignments. It wasn't just one.
16 Q How many is -- let me start all over with that
17 one.
18 In this instance, how many did they ask you -- or
19 did they send over at one time?
20 A I don't have that number.
21 Q Would it be -- and I'm not asking you to guess,
22 but if you do have a ballpark, would it have been dozens or
23 hundreds?
24 A Hundreds to thousands but I don't know in this
25 particular case how many.

17

1 Q So -- I'm sorry.
2 A I was going to say we've done over a hundred
3 thousand Assignments so. . .
4 Q So anywhere from a hundred -- from hundreds to a
5 hundred thousand, they would send a request?
6 A They send them in groupings.
7 Q And when you say "they send them in groupings,"

8 that's requests for Assignments of Mortgages --
9 A Yes.
10 Q -- in groupings? Okay.
11 Right underneath the portion we just read,
12 there's a -- a CMI L number.
13 A Uh-huh.
14 Q Do you -- can you explain that number?
15 A That's a CitiMortgage loan number, and the one
16 underneath is the assignee loan number.
17 Q And in this instance, do you know who the
18 assignee is?
19 A Bayview.
20 Q Just under that, on the Corey Assignment that
21 we've marked as Exhibit 2 --
22 A Uh-huh.
23 Q -- there's an effective date. How -- how is the
24 effective date selected?
25 A It's given to us by the client.

18

1 Q So it's given to you by CitiMortgage?
2 A Uh-huh.
3 Q Is it given to you -- is -- is every Assignment
4 in that batch given the same effective date?
5 A Usually. It's usually because it's a transfer of
6 a grouping of loans from one entity to another.
7 Q So that is -- is that also the date that the
8 batch is transferred to Nationwide?
9 A No. We could prepare Assignments in advance of a
10 transfer date so that they're ready to be sent to record on

11 the transfer date is usually how it's done.
12 Q In anticipation of a transfer?
13 A No. Usually banks know that they're buying and
14 selling groups of loans to each other --
15 Q Uh-huh.
16 A -- and so based on whatever agreement they have
17 and what actions have to transpire previous to that, they
18 could tell us that, say, "x" loans, these 100 loans are
19 going to change hands on this date. They'll give us the
20 information so they can be ready and prepared to go out the
21 door on that date to go to recording.
22 Q And just below that, we have the title,
23 "Assignment of Mortgage: For good and valuable
24 consideration."
25 Are you -- do you have the information as to the

19

1 consideration paid for this particular mortgage?
2 A Nope.
3 Q Do you know who does have that information?
4 A I would assume CitiMortgage and Bayview.
5 Q But you're not certain?
6 A No.
7 Q And then we have "CitiMortgage as successor in
8 interest by merger to CitiFinancial Mortgage Company, Inc.,"
9 whose address is 1000 Technology Drive in O'Fallon,
10 Missouri --
11 A Uh-huh.
12 Q -- assigning a mortgage together with a note to

13 Bayview Loan Services; is that correct?
14 A Yes.
15 Q Is this typically how Assignments of -- or
16 transfer of notes occur through Assignment of Mortgage?
17 MS. PARSONS: Objection. You still have to
18 answer.
19 THE WITNESS: I still have to answer?
20 MS. PARSONS: If you know the answer.
21 THE WITNESS: Yeah. I'm sorry. Sorry.
22 MS. PARSONS: I just do it for the record, just
23 so you know.
24 THE WITNESS: Okay. Got it.
25 A To answer your question, on this particular case,

28

1 I don't know what occurred on it because I was not part of
2 the -- the sale or of the agreement between Bayview and
3 Citi. We were hired specifically to do Assignments.
4 Normally, this is an action recording at the
5 county to indicate a sale has taken place or a transfer of
6 loans has taken place from one entity to another.
7 Q (By Ms. Drysdale) So I'm not sure that -- that
8 answered the question that I was asking.
9 This document is apparently assigning a note?
10 A Yes.
11 Q Is that correct?
12 A Yes.
13 Q And is it your understanding that that's
14 generally how notes are transferred through Assignments?
15 A I'm trying to figure out how to answer this

16 question. It is my understanding that notes are transferred
17 through a sale agreement between mortgage entities. They
18 record Assignments to put on the record who the current
19 beneficiary is for that note and loan, that mortgage.
20 The -- the Assignment itself is not the, to my
21 understanding, the actual sale of the loan. Does that make
22 sense?
23 Q Yes, ma'am.
24 A Okay. So that's why I'm saying this is to
25 indicate that that event occurred and to record it at the

21

1 county recorder's office as having occurred.
2 Q And you said that you were not part of these or
3 privy to the details of the sale from CitiMortgage to
4 Bayview; is that correct?
5 A Correct.
6 Q That you were just asked to prepare a document?
7 A Prepare Assignments, yes.
8 Q Okay. Further down, still on the left hand side,
9 we see the signature of Bryan Bly as vice president?
10 A Yes.
11 Q And is Bryan Bly someone who you supervise?
12 A Directly, no.
13 Q But he is an employee of Nationwide Title
14 Clearing?
15 A Correct.
16 Q Who is his supervisor?
17 A Elsa McKinnon.

18 Q Could you spell that, please?
19 A E-L-S-A M-C-K-I-N-N-O-N.
20 Q When you and I spoke earlier, you indicated
21 that -- that you might be a better person to provide
22 information about this Assignment than Mr. Bly; do you
23 recall that?
24 A Yes.
25 Q And -- and why did you think that you rather than

22

1 his supervisor could be explain what --
2 A Because the questions that you were asking in
3 your affidavit did not just have to do with him signing the
4 direct document. You -- the questions pertained also to our
5 overall procedure and our connection with CitiMortgage,
6 which are questions that he can't answer.
7 Q So then let's talk a little about what Mr. Bly --
8 what he actually does in executing an Assignment of
9 Mortgage. Can you go through that process with me?
10 A Yeah. He is what we refer to as a signer. He is
11 somebody at Nationwide who is designated to execute
12 documents.
13 Q So just can you give me a general idea of what
14 his -- his day-to-day activities would be?
15 A He signs and notarizes documents.
16 Q So when he comes in in the morning, he sat -- he
17 sits at his desk, and that's pretty much all he does all
18 day?
19 A Yes.
20 Q Is sign and notarize documents?

21 A Yes.
22 Q Assignments of Mortgage?
23 A Assignments of Mortgage, Lien Releases.
24 Q Does he actually research any of the information
25 contained in the Assignment of Mortgage?

23

1 A No.
2 Q No?
3 A No.
4 Q About how many documents, including Assignments
5 of Mortgage, would he sign in the average day?
6 A A couple thousand.
7 Q And -- and this -- is he permanently employed?
8 Well, let me ask that question in a different way.
9 Is his -- his employer -- his present employer
10 and business address is Nationwide Title at 2100 Alt. 19
11 North; is that correct?
12 A Yeah. He's presently a full-time employee with
13 Nationwide Title Clearing.
14 Q Okay. In the assign -- the Corey Assignment of
15 Mortgage, he lists his address as 10000 [sic] Technology
16 Drive, O'Fallon, Missouri.
17 Why is that particular address used?
18 A That has to do with the question on how Bryan Bly
19 can sign as a vice president as well.
20 Q Okay.
21 A So the answer to that question has to do with a
22 corporate resolution.

23 Q Do you have that document with you?
24 A Yes.
25 Q May I take a look at that?

24

1 A Uh-huh. I only brought one copy of this, so if
2 we need more, you'll have to let me know.
3 THE WITNESS: Do we need to get another copy for
4 you before we do this?
5 MS. PARSONS: Probably.
6 THE WITNESS: Can we pause for one second?
7 (A brief recess was taken at 11:54 a.m.)
8 THE WITNESS: This is a copy of the Corporate
9 Resolution signed by the board of directors of
10 CitiMortgage, and it appoints Nationwide Title
11 Clearing, "are appointed as assistant secretaries and
12 vice presidents of the corporation."
13 MS. DRYSDALE: Okay. So we will mark this as --
14 this Joint Consent of the Executive Committee as
15 Defendant's 3.
16 (Defendant's Exhibit Number 3 was marked for
17 identification.)
18 Q (By Ms. Drysdale) Do you still have a copy in
19 front of you?
20 A I do, yes.
21 Q Okay. Do we have or is there located at
22 Nationwide Title Clearing the minutes of the meeting of the
23 executive committee of the board of directors when this
24 consent was created?
25 A No, it's not required.

1 Q It's not required?
2 A No.
3 Q And is that -- that's what your -- your legal
4 department --
5 A Correct.
6 Q Okay. Do you know how they decided to name these
7 employees listed on the consent as assistant secretaries and
8 vice presidents of the corporation?
9 A Generally, we -- we provide them a list of the
10 employees that we'd like them to list.
11 Q Do you know how the -- they're -- because they're
12 basically being designated as officers of the corporation.
13 Do you know why that particular designation was chosen?
14 A You -- you have to name them as officers in order
15 to sign documents in certain counties. They're only
16 designated as officers in regards to the actual signing of
17 the documents. That's -- that's their limitation. If you
18 read the entire document, that's what it limits them to.
19 Q So they are -- they are nominated in these
20 positions for the -- I guess, for the sole purpose of
21 processing releases and Assignments; is that correct?
22 A Correct.
23 Q Do you know if this -- I guess it's the "Further
24 Resolved" paragraph, relates to the public trustee of the
25 city and county of Denver, Colorado? Do you know what

25

26

1 that --
2 A Yeah. For a period of time, Colorado required
3 that for people signing documents. They no longer require
4 it. It's actually been removed from current corporate
5 resolutions, which is something that particular county
6 required be included on our corporate resolution for a time
7 period.
8 Q Do you have a copy of the indemnity agreement?
9 A No. I did not bring that with me.
10 Q But that's something that is in possession of
11 Nationwide?
12 A Yes.
13 Q And so when Mr. Bly is executing the couple
14 thousand of Assignments a day, that is the extent of his --
15 that's the extent of his duties as vice president?
16 A Uh-huh -- yes, sorry, or assistant secretary. It
17 just depends on what's required at the county. He could be
18 listed as either or.
19 Q So does Nationwide have a chart of all the
20 counties in Florida to know whether or not Mr. Bly is
21 supposed to be a vice president or assistant secretary?
22 A We have a list of all the counties in the entire
23 United States that tells us that.
24 Q So Mr. Bly executes Assignments of Mortgage to be
25 recorded all over the United States?

27

1 A And Lien Releases.
2 Q And Lien Releases.

3 Does he hold that position as vice president for
4 any other companies other than CitiMortgage?
5 A Yes.
6 Q What other companies?
7 A There are many, and I don't know if I can just
8 release all of the names of them.
9 Q Okay.
10 A But for all of our clients where we sign, he is
11 listed as one of the signers.
12 Q Previously you said that the consent of the
13 executive committee was the reason for the -- the address
14 being listed as a 1000 Technology Drive.
15 Could you expound upon that?
16 A Yeah. He's acting as the capacity as the vice
17 president for that company, and that is the address of that
18 company.
19 Q So he's not physically located in Missouri? He
20 just --
21 A No. He's physically located in Florida.
22 Q He just lists that as his address for purposes of
23 this Assignment of Mortgage?
24 A Correct.
25 Q And who is Christopher Jones?

28

1 A Christopher Jones is an employee of Nationwide
2 Title Clearing.
3 Q And what are his day-to-day duties?
4 A He also works in the processing area. One of the
5 duties he has is he is one of our signers and one of our

6 notaries.
7 Q Does Mr. Bly also work in the processing
8 department?
9 A That's the department, yeah.
10 Q Is Mr. Bly also a notary?
11 A Yes.
12 Q Down at the bottom of the Corey Assignment it
13 says that the document was prepared by Jessica Fretwell?
14 A Yes.
15 Q Do you know Ms. Fretwell?
16 A Yes.
17 Q And is she also an employee of Nationwide?
18 A Yes, she is.
19 Q And what is her job description?
20 A She works in our quality control division.
21 Q What are her day-to-day responsibilities?
22 A How to do with the establishment of the forms and
23 the county requirements.
24 Q When you say "the establishment of the forms,"
25 what do you mean by that?

29

1 A This form is -- each form that we have is set up
2 for the county. They have margin requirements, what has to
3 be on it, like how many witnesses, who has to sign it, that
4 sort of thing. So she established the actual form that the
5 information that our enterers key in, gets fed into.
6 Q Did she prepare this document? And I'm referring
7 to the Corey Assignment.

8 A She prepared the form, and it printed out with
9 the information with -- from our data enterers.
10 Q So who generated the Corey Assignment, the actual
11 physical piece of paper?
12 A It came out of our printing area.
13 Q Did -- was a person responsible for that, or is
14 that something that's automated?
15 A It's automated.
16 Q And what is the name of the automated system that
17 creates the actual Assignments?
18 A Planat Press.
19 Q Can you spell that for me?
20 A P-L-A-N-A-T P-R-E-S-S.
21 Q And where does Planat Press get the information
22 needed to create the documents?
23 A The form is created in Planat Press as I
24 described by Jessica Fretwell in the quality control area.
25 They create the form that the document -- the information is

30

1 fed in to, and our data enterers will enter the information.
2 It gets quality control checked, and once it's verified, it
3 then gets printed.
4 Q So a human enters the specifics, the dates and
5 the names of the entities?
6 A Yeah.
7 Q And the name of the signer?
8 A Yeah. And in this particular case, that document
9 did not get printed off as I explained earlier. That's an
10 electronic recording.

11 Q So this -- the document, the Corey Assignment,
12 was never a physical piece of paper that was manually
13 signed; is that correct?
14 A That is correct.
15 Q Okay. So Mr. Bly didn't actually sign the Corey
16 Assignment; is that correct?
17 A Well, he didn't physically sign it, but he --
18 that meets with the standards for electronic document
19 recording.
20 Q Okay. Are you referring to a specific state or
21 federal law?
22 A This -- no. Specific counties across the nation
23 have started setting it up, so part of like going more green
24 and not having as much paperwork that you can electronically
25 record documents. They have different settings anywhere
31
1 from just feeding them information to feeding them like a
2 PDF or TIF version of the document that gets recorded, that
3 they record in their imaging bank, stamped electronically,
4 and then send back to us as having been recorded once it's
5 verified on their side. That document was one of those.
6 Q Yes, ma'am. I understand how it was recorded
7 electronically. I'm just trying to -- to determine whether
8 or not Mr. Bly actually signed a physical document or if
9 a -- his signature was created by Planat Press.
10 A The signature was included by Planat Press
11 because that document was never printed out.
12 Q So did Mr. Bly review the document before it was

13 sent for electronic recording?
14 A No.
15 Q So -- and I'm now -- I continue to refer to the
16 Corey Assignment.
17 Mr. Bly never saw the Corey Assignment prior to
18 it being recorded; is that correct?
19 A Correct.
20 Q Is there any way he has of checking to see what
21 documents are being recorded that contained his signature?
22 A Yes.
23 Q And how does he do that?
24 A He can run a report that would tell him which
25 documents. In this particular case, he could then look up

32

1 and view the documents if he wanted to.
2 Q Is that something he does at the end of every
3 day?
4 A No.
5 Q Is that something he does at all?
6 A I'm not sure.
7 Q Is a part of his job description to review the
8 documents that he -- that contain his electronic signature?
9 A No. It's a part of somebody else's
10 responsibility.
11 Q And so somebody else checks all of the electronic
12 signatures at the end of the day?
13 A No. They check them before they go out for
14 recordation to make sure that the form is correct. It's a
15 document inspector.

16 Q Okay. Do you know who the -- is there anything
17 on the Corey Assignment that would identify who the document
18 inspector was?
19 A No.
20 Q About how long -- how long does that process
21 take? Let's say Nationwide received a request from
22 CitiMortgage to generate a -- 2,000 Assignments, how long
23 would it take from the time that request was made until you
24 had 2,000 Assignments like the Corey Assignment
25 electronically filed?

33

1 A Well, the way you asked that question, it doesn't
2 work that way. Depending on where we can electronically
3 record and depending on whether or not we have clean files
4 in which to data enter if we need further information.
5 Generally, just say hypothetically we have perfect files and
6 we were recording them all in Duval County, Florida and we
7 were electronically recording them, maybe ten days at the
8 most.
9 Q Uh-huh.
10 A That's if everything was, like, perfect
11 alignment, if that makes sense, not --
12 Q When you say "perfect files," what do you mean by
13 that?
14 A In order for us to enter the information on this
15 file, we have to be supplied copies of documentation --
16 Q Uh-huh.
17 A -- such as the mortgage and any Assignment of

18 record, depending on if that's required, which I do not
19 believe it is in Florida, but I'm not a hundred percent sure
20 of that.
21 So we would have to be supplied the -- they give
22 us an electronic download of the Assignments they want. We
23 verify the images usually that they give us versus the
24 download and enter in the appropriate information off of
25 those documents to create the Assignment of Mortgage.

34

1 Q Do you mean like if they give you an image of a
2 mortgage, you'd check the public records to make that --
3 sure that image is correct? Is that what you mean?
4 A No, no. If it's a recorded mortgage, it usually
5 has a recording stamp, so we don't verify that that's
6 correct. We verify that, okay, if they said Bob Smith, the
7 loan was \$100,000 on this date, we make sure -- and for this
8 property address, that that mortgage is the mortgage that
9 we're looking at.
10 Q So do you also prepare Affidavits as well or just
11 Assignments of Mortgage?
12 A No. We can also prepare a Lost Assignment
13 Affidavit.
14 Q Uh-huh. Under what circumstances do you do that?
15 A Normally they're only prepared when say, for
16 instance, we're doing a Lien Release and then -- or an
17 Assignment and the company that the Assignment -- like
18 there's a break in what's called the "chain of title" and
19 the Assignment cannot be gotten because a company's out of
20 business.

21 Like more so in the last couple of years due to
22 our industry, there are a lot more companies where you can't
23 go get the Assignment signed.
24 Q Uh-huh.
25 A We have a service that does that, where we go

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1 find old companies to sign Assignments, to get them back.
2 But if they cannot be found or the lenders out of business,
3 you'd want to do a Loss of Assignment Affidavit indicating
4 that it was not included in the collateral file and that the
5 lender is out of business.
6 Q Do you prepare those Affidavits for filing in
7 Florida?
8 A I don't know if Florida is an L.A. state. I know
9 Florida has gotten more strict recently regarding that in
10 regards to foreclosure and stuff like that.
11 Q Okay. Just to go back to make sure that I
12 understand, I thought that previously you mentioned that
13 Mr. Bly signs a couple of thousands of Assignments and
14 releases a day?
15 A Yes.
16 Q So is there another group of documents where he
17 is actually physically signing?
18 A Yes.
19 Q Okay. So we have two groups: One group that he
20 physically signs and then some that -- where his signature
21 is just electronically generated?
22 A Correct.

23 Q But with the Corey Assignment, you're saying this
24 one was electronically generated?
25 A Correct.

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1 Q And how can you tell that this -- that the Corey
2 Assignment was electronically generated?
3 A Because I looked it up before I came in here to
4 see how it was recorded, and it's in what we refer to as an
5 E-record, which is an electronically recorded document.
6 Q So you -- if it's E-recorded, it means it was
7 that it was generated by computer?
8 A Uh-huh.
9 Q And it was not actually signed?
10 A It was not actually physically signed, yes.
11 Q Okay.
12 A Those signatures are counted as signatures for
13 electronic recording.
14 Q I'm showing you a copy of another Assignment of
15 Mortgage.
16 Do you recognize that document?
17 MS. PARSONS: I'm going to object to this as it's
18 irrelevant to this case. It has to do with a
19 completely different mortgage.
20 THE WITNESS: And a completely different client.
21 Q (By Ms. Drysdale) Do you recognize the document?
22 A Yes.
23 Q I -- I just noticed that the signature was very
24 different on this Assignment of Mortgage.
25 A Yes.

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1 Q And I'm going to call this the M-E-S-S-I-C-A
2 Assignment.
3 Do you know why the signature was so different?
4 A Yes. Our signers have the ability -- one of
5 things we track is they two different site signatures. They
6 can have the long form signature, which is what you see on
7 the electronically recorded document, and they can also have
8 shorthand signatures.
9 Q Can you describe the difference between the two
10 for me?
11 A Generally, depending on the volume of loans that
12 we are executing documents for, the shortened signature
13 works to push the documents, to get more of them executed.
14 But we keep on record the file -- the names that they -- the
15 signatures that they sign under, like they have in their
16 employee file a record of their longhand and shorthand
17 signature.
18 Q So would Exhibit 4, he actually -- Mr. Bly
19 actually did sign this one?
20 A He signed this one.
21 MS. DRYSDALE: Okay. That's 4.
22 (Defendant's Exhibit Number 4 was marked for
23 identification.)
24 MS. PARSONS: I'm going to object that being
25 entered into evidence for the record.

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1 Q (By Ms. Drysdale) And how long has Mr. Bly been
2 working at Nationwide?
3 A He's been employed for over seven years.
4 Q Has -- has he been a signer that whole time?
5 A Yes.
6 Q What about Crystal Moore? She -- is she also a
7 signer?
8 A She is also a signer and a notary.
9 Q And a notary.
10 And her practices are the same as you've
11 described with Mr. Bly as far as how she -- what her daily
12 duties are in executing documents?
13 A Yes.
14 Can I ask why you're asking about Crystal Moore
15 because her name's not on any of the documentation regarding
16 this.
17 Q I just saw her name on the Consent of the
18 Executive Committee we marked as 3.
19 A Uh-huh.
20 Q So are all of the names on Exhibit 3, the Joint
21 Consent, are they all signers?
22 A You mean is their job duty?
23 Q Yes, ma'am.
24 A No. See, I'm even listed on there.
25 Q So you are listed on here as a -- an assistant

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1 secretary and vice president. Do you have other duties?
2 A For Citi?

3 MS. PARSONS: Objection.
4 Q (By Ms. Drysdale) That's the way I understand it.
5 Maybe I misunderstand Exhibit 3.
6 A I think you do.
7 Q Okay. Can you --
8 A Yeah.
9 Q Can you describe the list of names for me?
10 A The list of names are employees of Nationwide
11 Title Clearing that we give to them to -- to have them
12 authorize them to be signers as vice presidents or assistant
13 secretaries. The list is generated to insure that depending
14 on the volume of loans that have to be executed we have
15 enough employees in Nationwide to execute all of those
16 documents. Included in there, are people who have other
17 capacities at NTC, but in the time of overload, could go
18 assist in that particular area.
19 Q So the people who are listed on Exhibit 3 are
20 people who could act as vice presidents or assistant
21 secretaries, but each of these persons are full-time
22 employees of Nationwide; is that correct?
23 A Correct.
24 Q Okay. In that -- the Assignment of Mortgage,
25 particularly the Corey Assignment of Mortgage, lists the

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1 note. Does Nationwide ever have possession of the original
2 notes?
3 A For Assignments of Mortgage?
4 Q Yes.
5 A No.

18 A I would have to verify. We have, at one time,
19 had a corporate resolution for Bayview.
20 Q Do you ever transfer mortgages into trusts?
21 A No.
22 Q And could you describe the mortgage foreclosure
23 technology platform?
24 A We don't have a mortgage foreclosure technology
25 platform.

1 Q And going back to the Corey Assignment, showing
2 you again -- this is Exhibit 2, the Corey Assignment, shows
3 Mr. Jones notarizing the document.

4 A As I understand, Mr. Bly's signature was created
5 by Planat Press; is that correct?

6 A Uh-huh.

7 Q So was Mr. Jones' signature also created by
8 Planat Press as the notary?

9 A Yes.

10 Q Okay. And had Mr. Bly actually manually signed
11 the Assignment of Mortgage? How -- what's the process by
12 which that would be notarized?

13 A What do you mean? He would sign the document,
14 and then it would get notarized after he signed it.

15 Q How does that process work? Does he sign, you
16 said like 1,000 documents, and then they get sent to --

17 A It depends on how many are in a -- each batch.
18 But he would sign a batch of documents, and then he would
19 take them over to whoever the notary is that's signing for
20 him.

23 pictures of CPU's --

24 A Uh-huh.

25 Q -- is that correct?

1 Can you describe what these are?

2 A That's -- I think graphically this was from my
3 marketing person. This is what we would send to a client to
4 see how our flow chart goes. It's just indicating there's
5 an electronic. It you look at the bubbles that are listed
6 on it, it indicates that electronic loan information to
7 NTC's IT department and how it can be sent.

8 Q Uh-huh.

9 A The other alternate route that doesn't have the
10 CPU says the client can ship loan files to NTC, or we can go
11 on-site and capture them.

12 Q What is -- what system is this with the CPU's
13 where information is obtained -- is sent by the client to --

14 A FTP, CDs, or hard drives or e-mails, secure
15 e-mail.

16 Q Okay.

17 A It says right there in the box.

18 Q I see. So if you could just briefly describe the
19 chart. I think that would probably make it --

20 A Okay. This is just indicating -- the first part
21 indicates that we can receive electronic or physical files
22 from the client. They go into our data entry area.
23 Depending on if there's an exception or a problem with the
24 file, it shows how it resolves it, but just data entry.

25 Then it goes to our quality control department.

8 division?

9 A There are, I believe, nine.

10 Q Nine. So someone specifically goes through and

11 looks at the Assignment of Mortgage that was prepared by

12 you, looks at the mortgage, whether it's in hand or on the

13 internet as far as obtaining it from the client's website,

14 to double check that all of the information is correct?

15 A Yeah. They actually -- what they do is there's

16 two different steps. There's one where they review the

17 actual entry, and they do that based off of a review sheet

18 that indicates what are the required fields for that state

19 and county. And then they look at the images that were

20 provided to us or if it's a physical file, but I can say in

21 the last couple of years we do not really have physical

22 files in the buildings anymore.

23 And then the next step is after they've approved

24 the actual what was entered, it goes through the processing,

25 and then it goes through a second quality control check for

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1 the document inspector. Then that's the person that

2 physically looks at the document to make sure it's got all

3 the stamps and signers and if like a legal needed to be

4 attached to it or a cover sheet or something like that.

5 Q Okay. So they're reviewing for two things: One,

6 that it come complies with the county requirements --

7 A Uh-huh.

8 Q -- and two, that it contains all of the proper

9 information as far as borrower's name, legal description,

10 that kind of thing?

11 A Uh-huh.

12 MS. PARSONS: Okay. I think that's all I have.

13 MS. DRYSDALE: I have one more question.

14 REDIRECT EXAMINATION

15 BY MS. DRYSDALE:

16 Q Is Mr. Bly, is he also a notary?

17 A Yes. You asked me that previously.

18 MS. DRYSDALE: I don't have anything further.

19 MS. PARSONS: I don't think I do either. Okay.

20 We're done.

21 THE COURT REPORTER: Reading and signing?

22 MS. PARSONS: This is where you get a chance

23 because of the fact that this is now testimony, this

24 could be potentially brought into court. You have the

25 opportunity to get a copy of it and read it physically

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1 to make sure you answered everything in proper -- the

2 way you wanted to and what you meant to say came out

3 properly.

4 THE WITNESS: Okay.

5 MS. PARSONS: Or you can just sign and let it go.

6 You don't have to read it.

7 THE WITNESS: No. I'd rather get a copy.

8 (The deposition was concluded at 12:28 p.m.)

9 * * *

10 I hereby certify that I have read and examined the

11 foregoing transcript, and the same is a true record of the

12 testimony given by me unless otherwise noted.

13 ERIKA LANCE DATE

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1 SIGNATURE PAGE/ERRATA SHEET

2 WITNESS: ERIKA LANCE

3 CASE REFERENCE: BAYVIEW LOAN SERVICES, LLC vs. CYNTHIA LEE

4 COREY a/k/a CYNTHIA L. COREY, et al

5 CASE NUMBER: 16-2809-CA-016234-MA

6 DATE: June 2, 2010

7 After you have read your transcript, please note

8 any errors in transcription on this page. Do not mark on

9 the transcript itself. Please sign and date this sheet as

10 indicated below. If additional lines are required for

11 corrections, attach additional sheets. If no corrections,

12 please indicate "None."

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20 Under penalties of perjury, I declare that I have

21 read the foregoing transcript, and I subscribe to its

22 accuracy, to include the corrections or amendments noted

23 above or hereto attached.

24 ERIKA LANCE	25 DATE
*Original to: LYNN DRYSDALE, Esquire	
126 West Adams Street, Jacksonville, Florida 32202	
*Copy to: DANIELLE PARSONS, Esquire	
900 Pine Island Rd., Suite 400, Plantation, Florida 33324	

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1 CERTIFICATE OF REPORTER

2 STATE OF FLORIDA)

3 COUNTY OF PINELLAS)

4

5 I, BROOKE WHARTON, Court Reporter, certify that I

6 was authorized to and did stenographically report the

7 deposition of ERIKA LANCE; that a review of the transcript

8 was requested; and that the transcript, pages 1 through 58,

9 inclusive, is a true and complete record of my stenographic

10 notes.

11 I further certify that I am not a relative,

12 employee, attorney, or counsel of any of the parties, nor am

13 I a relative or employee of any of the parties' attorney or

14 counsel connected with the action, nor am I financially

15 interested in the action.

16

17 BROOKE WHARTON

Court Reporter

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1 CERTIFICATE OF OATH
2 STATE OF FLORIDA)
3 COUNTY OF PINELLAS)
4 I, the undersigned authority, certify that
5 ERIKA LANCE personally appeared before me and was duly
sworn.
6 WITNESS my hand and official seal this 14th day
7 of June, 2010.
8
9 BROOKE WHARTON
Notary Public
State of Florida
10 My Commission No.: 00846093
11 Expires: December 16, 2012
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