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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES, WEST DISTRICT**

10 BARRY S. FAGAN, an individual;

11 Plaintiff,

12 vs.

13 WELLS FARGO BANK, a national
14 banking association; AMERICAN
15 SECURITIES COMPANY; a California
16 Corporation; T.D. Service Company; A
17 California Corporation; EBERT
18 APPRAISAL SERVICE INC. a California
19 corporation; **20475 ROCA CHICA DR.,
MALIBU, CALIFORNIA 90625**, real
property, *in rem*, and DOES 1 to 50,
INCLUSIVE.

20 Defendants.

) Case No. SC112044

) **REQUEST FOR PRODUCTION OF
DOCUMENTS**

) *(CCP § 2031.010)*

) Propounding Party: Barry Fagan
Plaintiff

) Responding Party: Wells Fargo Bank
Defendant

) Set Number: TWO

22 Propounding Party: Plaintiff Barry S. Fagan

23 Responding Party: Defendant Wells Fargo Bank: Set Number: TWO

24 In accordance with the provisions of Section 2031.010 of the California Code of Civil

25 Procedure, Plaintiff Barry S. Fagan hereby requests and requires that Defendant Wells Fargo

26 Bank or their representative(s), produce documents, as hereinafter indicated and identified,

1 which are in the possession, care, custody, or control of Wells Fargo Bank and
2 mailed to Plaintiff's residence located at 20475 Roca Chica Dr. Malibu, CA 90265.

3 Specially Defined Terms

4 Unless otherwise indicated, the following definitions shall be applicable to this Notice for
5 Production of Documents and the Instructions contained herein: The instructions and
6 definitions of terms set forth in Section 4 ("Definitions") of "FORM INTERROGATORIES"
7 revised and approved by the Judicial Council of California as of January 1, 2006, pursuant to
8 CCP §§ 2030.010 and 2033.5, as Form FI-120, are hereby adopted, incorporated and integrated
9 herein, by reference, for use hereinafter. Specifically, the terms thus defined which are, or may
10 be relevant to these requests for production of documents are: "YOU OR ANYONE ACTING
11 ON YOUR BEHALF," "PERSON," "DOCUMENT," and "ADDRESS," as follows:

12 (A)

13 (a) YOU OR ANYONE ACTING ON YOUR BEHALF includes you, your agents, your
14 employees, your insurance companies, their agents, your servicing company, their
15 employees, your attorneys, your accountants, your investigators, and anyone else acting on
16 your behalf.

17 (b) PERSON includes a natural person, firm, association, organization, partnership, business,
18 trust, corporation, or public entity.

19 (c) DOCUMENT means a writing as defined in [California] Evidence Code section 250, and
20 includes the original or a copy of handwriting, typewriting, printing, photostating,
21 photographing, and every other means of recording upon any tangible thing and form of
22 communicating or representation, including letters, words, pictures, sounds, or symbols, or
23 combinations of them."

24 (d) ADDRESS means the street address, including the city, state, and zip code."

25 B)

26 In addition to the foregoing definitions adopted and incorporated by reference, the following
27 terms are specially defined for the purposes of these requests for production:

28 1) The pronoun YOU, and all normal English variants thereof, shall be taken to refer to the

1 Responding Party hereinabove identified, and shall be further taken to include

2 YOU AND ANYONE ACTING ON YOUR BEHALF, and further taken to specifically include,
3 without limitation, each of the following PERSON;

4 Wells Fargo Bank: together with his respective agents, brokers, employees, principals, officers,
5 directors, representatives, accountants, escrow agents, successors-in-interest, and predecessors-
6 in-interest.

7 2) The term "PROPOUNDING PARTY" or "REQUESTING PARTY" means the Plaintiff Barry
8 S. Fagan, in his capacity as an individual and as trustee of the Barry Fagan Living Trust dated
9 November 20, 2005.

10 3) The terms "CONCERNS" and "CONCERNING" include referring to, alluding to, responding
11 to, connected with, commenting on, in respect of, about, supporting, regarding, discussing,
12 showing, describing, mentioning, reflecting, analyzing, constituting, evidencing or pertaining to.

13 4) The term "CLAIM" means the NOTICE OF DEFAULT claim filed by Defendants in the Los
14 Angeles County Recorders Office on or about March 22, 2011.

15 5) The terms "WRITING" and "DOCUMENT" are used interchangeably, and are defined as
16 "WRITING" is defined by Section 250 of the Evidence Code. As used in this Request, the terms
17 "WRITING" and "DOCUMENT" each include, without limitation, any and all originals, copies,
18 or drafts of any and all of the following: records, notes, summaries, or schedules; contracts or
19 agreements; drawings or sketches; invoices, orders, or acknowledgments; diaries or reports;
20 forecasts or appraisals; memoranda of telephonic or in-person communications by or with any
21 person; other memoranda, letters, telegrams, telexes or cables which were prepared, drafted,
22 received, or sent; tapes, transcripts, or recordings; photographs, pictures, or films; computer
23 programs, computer data, or computer printout; or other graphic, symbolic, recorded, or written
24 materials of any nature whatsoever. Moreover, any WRITING which contains any comment,
25 notation, addition, insertion, or marking of any kind which is not part of another WRITING, or
26 any WRITING which does not contain any comment, notation, addition, insertion, or marking of
27 any kind which is part of another WRITING, is to be considered a separate and distinct
28 WRITING.

6. The term "act" as used herein includes acts of every kind and description.

7. The term "identify" or "describe" when used in reference to a "document" means to state:

a. The type of document (e.g., letter, memorandum, report, electronic mail records, notes,
etc.);

b. The date of the document;

c. The name of the parties or parties who originated the document, their past or present
position with the defendants, their general duties and responsibilities, their current physical
location with the company, and their e-mail, telephone number and telephone extension;

d. The name and address of the current custodian of the document;

- 1 e. The name and current address of each signatory thereon;
2 f. The reason, in detail, for the preparation of the document;
3 g. The subject or subjects covered by the document;
4 h. The names, business addresses and titles of the persons to
5 whom the document writing was directed; and
6 i. The name and address and title of each person who originated,
7 read or received the document.
- 8 8. The term "identify" or "describe" when used in reference to a "document" means to
9 state:
10 a. The type of document (e.g., letter, memorandum, report, electronic mail records, notes,
11 etc.);
12 b. The date of the document;
13 c. The name of the parties or parties who originated the document, their past or present
14 position with the defendants, their general duties and responsibilities, their current physical
15 location with the company, and their e-mail, telephone number and telephone extension;
16 d. The name and address of the current custodian of the document;
17 e. The name and current address of each signatory thereon;
18 f. The reason, in detail, for the preparation of the document; g. The subject or subjects
19 covered by the document;
20 h. The names, business addresses and titles of the persons to
21 whom the document writing was directed; and
22 i. The name and address and title of each person who originated,
23 read or received the document.
- 24 9. The term "identify" as used herein in connection with a "person" or
25 "persons" means to state the names, titles, the present employer of such "person" or
26 "persons," the relationship of such person or persons to any of the defendants, and such
27 person's current business address and business telephone number.
- 28 10. The term "identify" as used herein with respect to or in connection with an "act" means
to:
a. Furnish the date and place of the act;
b. Identify the person acting, the person for whom the act was performed, and the person
against whom the act was directed; and
c. Describe in detail the act.
11. The terms "describe" or "state" as used herein means:
a. Describe or state fully by reference to underlying facts rather than by ultimate facts or
conclusions of law.
b. Particularize as to the: Time; Date; Manner; and Place
12. The term oral communication as used herein means and include any face-to-face
conversation, meeting, conference, telephone conversation, cell-phone conversation,
computer conversation with voice mail, or any one for more of these or related devices.

1 13. The term "person" or "persons" as used herein means and includes all natural persons,
2 public and private corporations, associates, wholly owned affiliates or subsidiary
3 corporations or any other form of a business association, and any other type of entity and the
agents, employees, officers, deputies and representatives thereof.

4 14. The terms "you" or "your" as used herein shall refer to any one or all of the named
5 defendants and any related or affiliated companies associated in any way therewith.

6 15. All requests shall be deemed to include any documents made by, held by, or maintained
7 in the files of any predecessor, successor, employee, agent or assignee of either one or all of
the defendants.

8 16. The term "the transaction" or "the transactions" or "account" or "accounts" when used
9 herein without qualification means the transactions and accounts between or
10 The term "oral communication" as used herein means and includes any face
11 among the debtors and the named defendants and all related activities and agents or assigns
of either party.

12 17. The term "accepted servicing practices" with respect to any Mortgage Loan, when used
13 herein means those mortgage servicing practices (including collection procedures) of prudent
14 mortgage banking institutions which service mortgage loans of the same type as such
15 Mortgage Loan in the jurisdiction where the related Mortgaged Property is located, and
which are in accordance with FNMA servicing practices and procedures, for MBS pool
mortgages, as defined in the FNMA Guidelines including future updates.

16 18. The term "adjustable rate mortgage loan" when used herein means any Mortgage Loan
17 purchased pursuant to this Agreement as to which the related Mortgage Note contains a
18 provision whereby the Mortgage Interest Rate is adjusted from time to time in accordance
with the terms of such Mortgage Note.

19 19. The term "agreement" when used herein means This Mortgage Loan Purchase and
20 Servicing Agreement and all amendments hereof and supplements hereto.

21 20. The term "ALTA" when used herein means "The American Land Title Association", its
22 successors and assigns.

23 21. The term "appraised value" when used herein with respect to any mortgage loan, means
24 the value of the related Mortgaged Property based upon the lesser of (i) the appraisal made
25 for the originator at the time of origination of the Mortgage Loan and (ii) the purchase price
26 of the Mortgaged Property at the time of origination of the Mortgage Loan, provided,
27 however, that in the case of a Refinanced Mortgage Loan, such value is based solely upon
the appraisal made at the time of origination of such Refinanced Mortgage Loan and further
provided, however, in the case of a Mortgage Loan originated under the Seller's streamlined
documentation program, such value may be based upon a prior appraisal that satisfies the

1 requirements of the Seller's streamlined documentation program.

2 22. The term "assignment of mortgage" when used herein means an assignment of the
3 Mortgage or the Deed of Trust, notice of transfer or equivalent instrument in
4 recordable form, sufficient under the laws of the jurisdiction wherein the related Mortgaged
Property is located to reflect the sale of the Mortgage to the Purchaser.

5 23. The term "balloon mortgage loan" when used herein means any individual Mortgage
6 Loan purchased pursuant to this Agreement wherein the Mortgage Note matures after a
7 number of years requiring a final and accelerated payment of the outstanding principal prior
to full amortization.

8 24. The term "balloon payment" when used herein means a payment of the unamortized
9 principal balance of a Balloon Mortgage Loan in a single payment at the maturity of such
Mortgage Loan that is substantially greater than the preceding Monthly Payment.

10 25. The term "BIF" when used herein means "The Bank Insurance Fund" or any successor
11 thereto.

12 26. The term "business day" when used herein means any day other than (a) a Saturday or
13 Sunday, or (b) a day on which banking and savings and loan institutions, in the States of
14 California, Texas or New York or the state in which the Servicer's servicing operations are
located, are authorized or obligated by law or executive order to be closed.

15 27. The term "cash liquidation" when used herein means recovery of all cash proceeds by
16 the Servicer with respect to the termination of any defaulted Mortgage Loan other than a
17 Mortgage Loan which became an REO Property, including all Primary Mortgage Insurance
18 Proceeds, Other Insurance Proceeds, Liquidation Proceeds, Condemnation Proceeds and
19 other payments or recoveries whether made at one time or over a period of time which the
Servicer deems to be finally recoverable, in connection with the sale or assignment of such
Mortgage Loan, trustee's sale, foreclosure sale or otherwise.

20 28. The term "CD mortgage loan" when used herein means Any individual Mortgage Loan
21 purchased pursuant to this Agreement which contains a provision whereby the interest rate
22 on such Mortgage Loan is adjusted semi-annually based upon the weekly average yield on
certificates of deposit.

23 29. The term "closing date" when used herein means the date the mortgage notes and deeds
24 of trust were executed and delivered and the date or dates on which the Purchasers from time
25 to time purchased, and the Sellers from time to time sold, the Mortgage Loans listed on the
related Mortgage Loan Schedule with respect to the related Mortgage Loan Package.

26 30. The term "condemnation proceeds" when used herein means all awards or settlements
27 in respect of a taking of an entire Mortgaged Property by exercise of the power of eminent
domain or condemnation.

1 31. The term "consumer personal information" when used herein means any information,
2 including, but not limited to, all personal information about a Mortgagor that is disclosed to
3 any of the Seller, the Servicer or the Purchaser by or on behalf of a Mortgagor.

4 32. The term "convertible mortgage loan" when used herein means any individual
5 Adjustable Rate Mortgage Loan purchased pursuant which contains a provision whereby the
6 Mortgagor is permitted to convert the Mortgage Loan to a Fixed Rate Mortgage Loan in
7 accordance with the terms of the related Mortgage Note.

8 33. The term "custodial account" when used herein means any separate account or accounts
9 created and maintained, and used by the Servicer to hold funds in trust for remittance to the
10 Trustee for the securitized trust.

11 34. The term "custodial agreement" when used herein means the agreement between the
12 Trust and the Custodian governing the retention of the Mortgage Files.

13 35. The term "custodian" when used herein means the custodian under the Custodial
14 Agreement, or its successor in interest or assigns, or any successor to the Custodian under the
15 Custodial Agreement, as therein provided.

16 36. The term "cut-off" date when used herein means the first day of the month in which the
17 related Closing Date occurs.

18 37. The term "deleted mortgage loan" when used herein means a Mortgage Loan
19 repurchased or replaced or to be replaced with a Qualified Substitute Mortgage Loan.

20 38. The term "determination date" when used herein means the 15th day of the month of the
21 related Remittance Date or if such 15th day is not a Business Day, the Business Day
22 immediately following such 15th day.

23 39. The term "due date" when used herein means the day of the month on which the
24 Monthly Payment is due on a Mortgage loan, exclusive of any days of grace.

25 40. The term "due period" when used herein means with respect to each Remittance Date,
26 the period commencing on the second day of the month preceding the month of the
27 Remittance Date and ending on the first day of the month of the Remittance Date.

28 41. The term "eligible account" when used herein means An account or accounts (a)
maintained with a depository institution for the short term debt obligations of which are rated
by Standard & Poor's at least A-1 +, by Fitch at least F-1, and by Moody's at least P-1 at the
time of any deposit therein, (b) the deposits of which are fully insured by the FDIC, (c)
maintained in a parent, affiliate or subsidiary of the Servicer provided that such account
satisfies the requirements of (a) or (b) above or (c) maintained with a trust account or
accounts maintained with a federal or state chartered depository institution or trust company

1 acting in its fiduciary capacity.

2 42. The term "equity take--out refinanced mortgage loan" when used herein means a
3 Mortgage Loan used to refinance an existing mortgage loan, the proceeds of which were in
4 excess of the sum of (a) the unpaid principal balance of the existing mortgage loan; and (b)
5 the lesser of (1) two percent (2%) of the unpaid principal balance of the existing mortgage
6 loan or (2) \$2000.

7 43. The term "escrow account" when used herein means the separate trust account or
8 accounts created and maintained by the current mortgage servicer.

9 44. The term "event of default" when used herein means the amounts constituting ground
10 rents, taxes, assessments, water rates, mortgage insurance premiums, fire and hazard
11 insurance premiums and other payments required to be escrowed by the Mortgagor with the
12 mortgagee pursuant to any Mortgage Loan.

13 45. The term "fair market value" when used herein means with respect to any Mortgage
14 Loan, the market value of the related Mortgaged Property.

15 46. The term "FDIC" when used herein means the Federal Deposit Insurance Corporation,
16 or any successor thereto.

17 47. The term "FHLMC" when used herein means Freddie Mac, formerly known as The
18 Federal Home Loan Mortgage Corporation, or any successor organization.

19 48. The term "fidelity bond" when used herein means a fidelity bond to be maintained by
20 the Servicer for the benefit of the Trust.

21 49. The term "FIRREA" when used herein means the Financial Institutions Reform,
22 Recovery, and Enforcement Act of 1989.

23 50. The term "Fitch" when used herein, means Fitch Investors Services, Inc.

24 51. The term "fixed rate mortgage loan" when used herein means any individual Mortgage
25 Loan wherein the Mortgage Interest Rate set forth in the Mortgage Note is fixed for the term
26 of such Mortgage Loan, including any Balloon Mortgage Loan.

27 52. The term "FNMA" when used herein means Fannie Mae, formerly known as The
28 Federal National Mortgage Association, or any successor organization.

53. The term "FNMA Guidelines" when used herein means the Fannie Mae Sellers' Guide
and the Fannie Mae Single Family Servicers' Guide and all amendments or additions thereto,
including, but not limited to, future updates thereof.

54. The term "funding deadline" when used herein means the date the subject mortgage

1 was sold, transferred, endorsed and assigned to the Trust.

2 55. The term "gross margin" when used herein means with respect to each Adjustable Rate
3 Mortgage Loan, the fixed percentage amount set forth in the related Mortgage Note which
4 amount is added to the Index in accordance with the terms of the related Mortgage Note to
5 determine on each Interest Adjustment Date, the Mortgage Interest Rate for such Adjustable
6 Rate Mortgage Loan.

7 56. The term "HUD" when used herein means The Department of Housing and Urban
8 Development or any federal agency or office thereof which may from time to time succeed to
9 the functions thereof.

10 57. The term "index" when used herein means with respect to any Adjustable Rate
11 Mortgage Loan, the index identified on the Mortgage Loan Schedule and set forth in the
12 related Mortgage Note for the purpose of calculating the Mortgage Interest Rate thereon.

13 58. The term "information diskette" when used herein means a diskette or electronic file
14 delivered to the Trust, or an electronic data transfer to the Trust, in respect of each Mortgage
15 Loan Package which shall contain: (a) the information necessary for the Mortgage Loan
16 Schedule and (b) the date the last Monthly Payment was actually applied to the unpaid
17 principal balance.

18 59. The term "insurance proceeds" when used herein, means with respect to each Mortgage
19 Loan, proceeds of insurance policies insuring the Mortgage Loan or the related Mortgaged
20 Property.

21 60. The term "interest adjustment date" when used herein means with respect to an
22 Adjustable Rate Mortgage Loan, the date on which an adjustment to the Mortgage Interest
23 Rate on a Mortgage Note becomes effective.

24 61. The term "interest only mortgage loan" when used herein means a Mortgage Loan
25 which requires only payments of interest (and not principal) for a period of time specified in
26 the related Mortgage Note.

27 62. The term "late collections" when used herein means with respect to any Mortgage
28 Loan, all amounts received during any Due Period, whether as late payments of Monthly
Payments or as Liquidation Proceeds, Chapter 13 Plan Payments, Chapter 13 arrearage
Payments, Condemnation Proceeds, Primary Mortgage Insurance Proceeds, Other Insurance
Proceeds, proceeds of any REO Disposition or otherwise, which represent late payments or
collections of Monthly Payments due but delinquent for a previous Due Period and not
previously recovered.

63. The term "lender PMI mortgage loan" when used herein means any individual
Mortgage Loan subject to an LPMI Policy.

1 64. The term "LIBOR mortgage loan" when used herein means any individual Mortgage
2 Loan which contains a provision whereby the interest rate on such Mortgage Loan is adjusted
3 semi-annually or annually based upon the rate per annum equal to the average of interbank
offered rates for six-month or one year, as applicable, U.S. Dollar denominated deposits in
the London Market as published in The Wall Street Journal.

4 65. The term "lifetime mortgage interest rate cap" when used herein means with respect to
5 each Adjustable Rate Mortgage Loan, the absolute maximum Mortgage Interest Rate
6 payable, above which the Mortgage Interest Rate cannot be adjusted.

7 66. The term "liquidation proceeds" when used herein means amounts, other than Primary
8 Mortgage Insurance Proceeds, Condemnation Proceeds and Other Insurance Proceeds,
9 received by the Servicer in connection with the liquidation of a defaulted Mortgage Loan
through trustee's sale, foreclosure sale or otherwise.

10 67. The term "Loan-to-Value Ratio or LTV" when used herein means with respect to any
11 Mortgage Loan, the ratio of the outstanding principal amount of the Mortgage Loan as of the
date of determination to the Appraised Value of the related Mortgaged Property.

12 68. The term "LPMI Fee" when used herein means with respect to each Lender PMI
13 Mortgage Loan, the portion of the Mortgage Interest Rate as set forth on the Mortgage Loan
14 Schedule (which shall be payable solely from the interest portion of Monthly Payments,
15 Insurance Proceeds, Condemnation Proceeds or Liquidation Proceeds), which, during such
period prior to the required cancellation of the LPMI Policy, shall be used to pay the
premium due on the related LPMI Policy.

16 69. The term "LPMI Policy" when used herein means with respect to a Lender PMI
17 Mortgage Loan, a policy of primary mortgage guaranty insurance issued by a Qualified
18 Insurer pursuant to which the related premium is to be paid by the Servicer from
19 payments of interest made by the Mortgagor or the Chapter 13 Trustee in an amount as is set
forth in the Mortgage Loan Schedule.

20 70. The term "MERS" when used herein means Mortgage Electronic Registration Systems,
21 Inc., a corporation organized and existing under the laws of the State of Delaware, or any
successor thereto.

22 71. The term "MERS Mortgage Loan" when used herein means any Mortgage Loan
23 registered with MERS on the MERS System.

24 72. The term "MERS System" when used herein means the system of recording transfers
25 and assignments of mortgages electronically maintained by MERS.

26 73. The term "MIN" when used herein means the Mortgage Identification Number for any
27 MERS Mortgage Loan.

1 74. The term "MOM Loan" when used herein means any Mortgage Loan as to which
2 MERS is acting as mortgagee, solely as nominee for the originator of such Mortgage Loan
and its successors and assigns.

3 75. The term "monthly advance" when used herein means the: aggregate of the advances
4 made by the Servicer on any Remittance Date.

5 76. The term "monthly payment" when used herein means the scheduled monthly payment
6 of principal and interest on a Mortgage Loan.

7 77. The term "Moody's" when used herein means Moody's Investors Service,
8 Inc.

9 78. The term "mortgage" when used herein means the mortgage, deed of trust or other
10 instrument securing a Mortgage Note, which creates a first lien on an unsubordinated estate
11 in fee simple in real property securing the Mortgage Note; except that with respect to real
12 property located in the state of Hawaii, the mortgage, deed of trust or other instrument
securing the Mortgage Note may secure and create a first lien upon a leasehold estate of the
Mortgagor.

13 79. The term "mortgage file" when used herein means with respect to each Mortgage Loan,
14 all of the documents pertaining thereto including any additional
15 documents required to be added to the Mortgage File pursuant to any Agreement between
any parties to the securitization of the mortgages.

16 80. The term "mortgage impairment insurance policy" when used herein, means a mortgage
17 impairment or blanket hazard insurance policy.

18 81. The term "mortgage interest rate" when used herein means the annual rate at which
19 interest accrues on any Mortgage Loan, exclusive of any primary mortgage insurance
20 premium and, with respect to an Adjustable Rate Mortgage Loan, as adjusted from time to
21 time in accordance with the provisions of the related Mortgage Note and in compliance with
the related Lifetime Mortgage Interest Rate Cap, Periodic Rate Cap and negative
amortization features, if any, of the related Mortgage Note.

22 82. The term "mortgage loan" when used herein means an individual Mortgage Loan,
23 which Mortgage Loan includes without limitation the Mortgage File, the Monthly Payments,
24 Principal Prepayments, Liquidation Proceeds, Condemnation Proceeds, Insurance Proceeds,
REO Disposition proceeds, and all other rights, benefits, proceeds and obligations arising
from or in connection with such Mortgage Loan.

25 83. The term "mortgage loan documents" when used herein means the documents
26 contained in the Mortgage File.

27 84. The term "mortgage loan package" when used herein means the pool of Mortgage
28

1 Loans sold to the Trust on the related Closing Date.

2 84. The term "mortgage loan remittance rate" when used herein means with respect to each
3 Mortgage Loan, the interest rate payable to the Trust on each Remittance Date which shall
4 equal the Mortgage Interest Rate less the Servicing Fee and any pool insurance policy
premiums (including, without limitation, LPMI Fees), if applicable.

5 85. The term "mortgage loan schedule" when used herein means the schedule of Mortgage
6 Loans setting forth the following information with respect to each Mortgage Loan: (a) the
7 Seller's Mortgage Loan identifying number; (b) the Mortgagor's name; (c) the street address
8 of the Mortgaged Property including the city, state and zip code; (d) a code indicating
9 whether the Mortgaged Property is the Mortgagor's primary residence,
10 secondary residence or an investor property; (e) the type of residential units constituting the
11 Mortgaged Property (i.e., detached single family, two-to-four-family, condominium units,
12 etc.); (f) the original months to maturity or the remaining months to maturity from the Cut-
13 off Date, in any case based on the original amortization schedule and, if different, the
14 maturity expressed in the same manner but based on the actual amortization schedule; (g) the
15 Appraised Value (including the purchase price of the Mortgaged Property, (if applicable) of
16 the Mortgaged Property and the Loan-to-Value Ratio at origination; (h) the Mortgage interest
17 Rate at origination; (i) the date on which the initial Monthly Payment was due on the
18 Mortgage Loan; (j) the stated maturity date; (k) the amount of the Monthly Payment as of the
19 Cut-off Date; (l) the original principal amount of the Mortgage Loan; (m) the principal
20 balance of the Mortgage Loan as of the close of business on the Cut-off Date, after deduction
21 of payments of principal due on or before the Cut-off Date whether or not collected; (n) with
22 respect to an Adjustable Rate Mortgage Loan, the first Interest Adjustment Date after each of
23 the related origination date and related Cut-Off Date; (o) with respect to an Adjustable Rate
24 Mortgage Loan, the Gross Margin; (p) a code indicating the purpose of the loan (i.e.,
25 purchase, rate and term refinance, equity take-out refinance); (q) with respect to an
26 Adjustable Rate Mortgage Loan, the Lifetime Mortgage Interest Rate Cap under the terms of
27 the Mortgage Note; (r) with respect to an Adjustable Rate Mortgage Loan other than a
28 NegAm Mortgage Loan, the Periodic Rate Cap; (s) the Servicing Fee Rate; (t) a code
indicating the documentation style (i.e., full, alternative, reduced or streamlined); (u) a code
indicating whether the Mortgage Loan is Convertible or Non- Convertible, (v) a code
indicating whether the Mortgage Loan is a Balloon, Interest Only, LIBOR, NegAm, CD,
Fixed, 311 ARM, 5/1 ARM, 7/1 ARM, 10/1 ARM or Treasury Mortgage Loan; (w) with
respect to a Fixed Rate Mortgage Loan, a code indicating whether the Mortgage Loan
contains a temporary "buydown" provision and, if so, the term and type of buydown; (x) the
Primary Mortgage Insurance Policy number, if any, which number (or an additional code)
shall identify the applicable Primary Mortgage Insurance Policy provider and the coverage
amount; (y) with respect to a NegAm Mortgage Loan, the
first Payment Adjustment Date; (z) a code indicating whether the Mortgage Loan is a MERS
Mortgage Loan and, if so, the corresponding MIN; (aa) a code indicating whether the
Mortgage Loan is a Lender PMI Mortgage Loan and, in the case of any Lender PMI
Mortgage Loan, the LPMI Fee; (ab) the Mortgage Interest Rate as of the Cut-off Date; (ac)
with respect to an Adjustable Rate Mortgage Loan, the related initial Periodic Rate Cap; (ad)

1 the date on which the Mortgage Loan was originated; (ae) a code indicating whether the
2 Mortgage Loan is subject to a prepayment penalty and if so, the terms of such prepayment
3 penalty; (af) the Mortgagor's credit score at the time of origination of the Mortgage Loan;
4 (ag) the paid through date; (ah) with respect to each Mortgage Loan originated more than six
5 months prior to the related Closing Date, the number of times in the previous twelve month
6 period preceding the related Closing Date that any Monthly Payment has been received thirty
7 or more days after its Due Date; and (ai) any other information to be listed as agreed to
8 between the Seller and the Purchaser. With respect to the Mortgage Loans in the aggregate,
9 the Mortgage Loan Schedule shall set forth the following information, as of the related Cut-
10 off Date: (a) the number of Mortgage Loans; (b) the current principal balance of the
11 Mortgage Loans; and (c) the weighted average Mortgage Interest Rate of the Mortgage
12 Loans. Such schedule may be delivered magnetic tape or hard copy form.

13 86. The term "mortgage note" when used herein means the note or other evidence of the
14 indebtedness of a Mortgagor secured by a Mortgage.

15 87. The term "mortgaged property" when used herein means the real property (or leasehold
16 estate, if applicable, in the case of a Mortgage Loan in the state of Hawaii) securing
17 repayment of the debt evidenced by a Mortgage Note.

18 88. The term "mortgagor" when used herein means the obligor on a Mortgage
19 Note.

20 89. The term "NegAm mortgage loan" when used herein means any individual Mortgage
21 Loan which permits negative amortization and which contains a provision whereby the
22 interest rate on such Mortgage Loan is adjusted monthly.

23 90. The term "negative amortization cap" when used herein means with respect to each
24 NegAm Mortgage Loan, the provision of each Mortgage Note which provides for an absolute
25 maximum percentage of the original principal amount of such Mortgage Loan that the
26 outstanding principal amount of the Mortgage Loan may reach as a result of negative
27 amortization which shall percentage shall not be greater than permitted under applicable state
28 law.

91. The term "non-convertible mortgage loan" when used herein means any individual
Adjustable Rate Mortgage Loan which does not contain a provision whereby the Mortgagor
may convert the Mortgage Loan to a fixed-rate mortgage loan.

92. The term "non-recoverable advance" when used herein means any Monthly Advance or
Servicing Advance previously made or proposed to be made in respect of a Mortgage Loan
which, in the good faith judgment of the Servicer using Accepted Servicing Practices, will
not or, in the case of a proposed advance, would not, be ultimately recoverable from related
Late Collections, Insurance Proceed, Other Insurance Proceeds, Liquidation Proceeds or
otherwise from such Mortgage Loan.

1 93. The term "officer's certificate" when used herein means a certificate signed by the
2 Chairman of the Board or the Vice Chairman of the Board or a President or a Vice President
3 and by the Treasurer or the Secretary or one of the Assistant Treasurers or Assistant
Secretaries of the necessary party, as applicable to the facts of each case where a document
must be duly and lawfully executed.

4 94. The term "opinion of counsel" when used herein means a written opinion of counsel,
5 who may be an employee of the party on behalf of whom the opinion is being given.

6 95. The term "other insurance proceeds" when used herein means proceeds of any title
7 policy, hazard policy, pool policy or other insurance policy covering a Mortgage Loan, other
8 than the Primary Mortgage Insurance Policy, if any, to the extent such proceeds are not to be
9 applied to the restoration of the related Mortgaged Property or
released to the Mortgagor in accordance with the procedures that the Servicer would follow
in servicing mortgage loans held for its own account.

10 96. The term "OTS" when used herein means the Office of Thrift Supervision, its
11 successors and assigns.

12 97. The term "pass-through transfer" when used herein means the sale or transfer of some
13 or all of the Mortgage Loans to a trust to be formed as part of a publicly or privately traded
pass- through transaction.

14 98. The term "payment adjustment date" when used herein means with respect to each
15 Adjustable Rate Mortgage Loan, the date on which an adjustment to the Monthly Payment
16 pursuant to the related Mortgage Note becomes effective.

17 99. The term "periodic payment cap" when used herein means with respect to each Neg-
18 Am Mortgage Loan, the provision of each Mortgage Note which permits limiting any change
19 in the amount of the adjusted Monthly Payment due on any Payment Adjustment Date to an
20 amount not greater than a certain percentage (set forth in the Mortgage Note) of the amount
of the Monthly Payment due on the preceding Due Date. The Periodic Payment Cap for a
Neg-Am Mortgage Loan shall not exceed the limits imposed by applicable state law.

21 100. The term "periodic rate cap" when used herein means with respect to each Adjustable
22 Rate Mortgage Loan other than a Neg-Am Mortgage Loan, the provision of each Mortgage
23 Note which provides for an absolute maximum amount by which the Mortgage Interest Rate
therein may increase or decrease on an Interest Adjustment Date above the Mortgage Interest
Rate previously in effect, equal to the rate set forth on the Mortgage Loan Schedule per
adjustment.

24
25 101. The term "person" when used herein means any individual, corporation, partnership,
26 joint venture, association, joint-stock company, limited liability company, trust,
unincorporated organization or government or any agency or political subdivision thereof.

27 102. The term "prepayment interest shortfall amount" when used herein means with respect
28

1 to any Mortgage Loan that was subject to a Principal Prepayment in full or in part during any
2 Due Period, which Principal Prepayment was applied to such Mortgage loan prior to such
3 Mortgage Loan's Due Date in such Due Period, the amount of interest (net of the related
4 Servicing Fee) that would have accrued on the amount of such Principal Prepayment during
the period commencing on the date as of which such Principal Prepayment was applied to
such Mortgage Loan and ending on the day immediately preceding such Due Date, inclusive.

5 103. The term "primary mortgage insurance policy" when used herein means a policy of
6 primary mortgage guaranty insurance issued by a Qualified Insurer.

7 104. The term "primary mortgage insurance proceeds" when used herein means proceeds of
8 any Primary Mortgage Insurance Policy.

9 105. The term "principal payment" when used herein means any payment or other recovery
10 of principal on a Mortgage Loan which is received in advance of its scheduled Due Date
11 which is not accompanied by an amount of interest representing scheduled interest due on
12 any date or dates in any month or months subsequent to the month of prepayment.

13 106. The term "principal prepayment period" when used herein means as to any Remittance
14 Date, period commencing on the 2nd day of the calendar month preceding the month in
15 which such Remittance Date occurs and ending on the 1st day of the month in which such
16 Remittance Date occurs, both inclusive.

17 107. The term "purchase price" when used herein means the price paid on the related
18 Closing Date by the Purchaser to the Seller in exchange for the Mortgage Loans purchased
19 on such Closing Date.

20 108. The term "purchase price and term letters" when used herein means those certain letter
21 agreements executed on or after the date of the transfer of the mortgage files to the Trust
22 setting forth the general terms and conditions of each transaction contemplated therein and
23 identifying the loan characteristics of the Mortgage Loans to be purchased from
24 time to time by the Trust. All of the individual Purchase Price and Terms Letters shall
25 collectively be referred to as the "Purchase Price and Terms Letter".

26 109. The term "purchaser" when used herein means Trustee for the mortgage backed
27 securitized trust.

28 110. The term "qualified insurer" when used herein means an insurance company duly
qualified as such under the laws of the states in which the Mortgaged Properties are located,
duly authorized and licensed in such states to transact the applicable insurance business and
to write the insurance provided, approved as an insurer by FNMA and FHLMC and whose
claims paying ability is rated in one of the two highest rating categories by the Standard &
Poor's or Moody's with respect to primary mortgage insurance and in one of the two highest
rating categories by A.M. Best Company, Inc. with respect to hazard and flood insurance.

108. The term "qualified substitute mortgage loan" when used herein means a mortgage loan
eligible to be substituted for a Deleted Mortgage Loan and which must, on the date of such

1 substitution, (a) have an unpaid principal balance, after deduction of all scheduled payments
2 due in the month of substitution (or in the case of a substitution of more than one (1)
3 mortgage loan for a Deleted Mortgage Loan, an aggregate principal balance), not in excess of
4 the unpaid principal balance of the Deleted Mortgage Loan (the amount of any shortfall will
5 be deposited in the Custodial Account by the Seller in the month of substitution); (b) have a
6 Mortgage Interest Rate not less than, and not more than 1% greater than, the Mortgage
7 Interest Rate of the Deleted Mortgage Loan; (c) have a remaining term to maturity not later
8 than, and not more than one year earlier than, the maturity date of the Deleted Mortgage
9 Loan; (d) comply with each representation and warranty (respecting individual Mortgage
10 Loans) set forth in original Pooling and Servicing Agreement; and (e) be the same type of
11 Mortgage Loan as the Deleted Mortgage Loan.

12 111. The term "reconstitution agreements" when used herein means the agreement or
13 agreements entered into by the Servicer and the Trust and/or certain third parties on the
14 Reconstitution Date or Dates with respect to any or all of the Mortgage Loans serviced
15 hereunder, in connection with a Whole Loan Transfer or a Pass-Through Transfer. Such
16 agreement or agreements shall prescribe the rights and obligations of the Servicer in
17 servicing the related Mortgage Loans.

18 112. The term "reconstitution date" when used herein means the date or dates on which any
19 or all of the Mortgage Loans serviced by the Servicer shall be removed from such servicing
20 and reconstituted as part of a Whole Loan Transfer or Pass-Through Transfer.

21 113. The term "record date" when used herein means the close of business of the last
22 Business Day of the month preceding the month of the related Remittance Date.

23 114. The term "refinanced mortgage loan" when used herein, means a Mortgage Loan which
24 was made to a Mortgagor who owned the Mortgaged Property prior to the origination of such
25 Mortgage Loan and the proceeds of which were used in whole or part to satisfy an existing
26 mortgage.

27 115. The term "relief act" when used herein means the Service members Civil Relief Act, or
28 any similar state or local law.

116. The term "relief act interest shortfall" when used herein means with respect to any
Remittance Date, for any Mortgage Loan with respect to which there has been a reduction in
the amount of interest collectable thereon for the most recently ended Due Period as a result
of the application of the Relief Act, the amount by which (a) interest collectable on such
Mortgage Loan during such Due Period is less than (b) one month's interest on the Stated
Principal Balance of such Mortgage Loan at the related Mortgage Interest Rate before giving
effect to the application of the Relief Act.

117. The term "REMIC" when used herein means a "real estate mortgage investment
conduit" within the meaning of Section 860D of the Internal Revenue Code.

1 118. The term "remittance date" when used herein means the eighteenth (18th)
2 day of any month, beginning with the First Remittance Date, or if such eighteenth (18th) day
is not a Business Day, the first Business Day immediately following.

3 119. The term "REO account" when used herein means the account created and maintained
4 for the deposit of the net funds realized from the sale of REO property, which account shall
be an Eligible Account.

5 120. The term "REO disposition" when used herein means the final sale of any REO
6 Property.

7 121. The term "REO property" when used herein means a Mortgaged Property acquired by
8 the Servicer on behalf of the Trust.

9 122. The term "Repurchase Price" when used herein means with respect to any Mortgage
10 Loan, a price equal to (a) the Stated Principal Balance of the Mortgage Loan plus (b) interest
11 on such Stated Principal Balance at the Mortgage Loan Remittance Rate from the last date
12 through which interest has been paid and distributed to the Purchaser to the date of
13 repurchase, less amounts received or advanced in respect of such repurchased Mortgage
14 Loan which are being held in the Custodial Account for distribution in the month of
repurchase plus (c) with respect to any Mortgage Loan included in a Pass-Through Transfer,
any costs incurred by the related trust in connection with the breach of any predatory and
abusive lending law by such Mortgage Loan.

15 123. The term "SAIF" when used herein means the Savings Association Insurance Fund or
16 any successor thereto.

17 124. The term "seller" when used herein means the loan originator or any successor to the
18 Seller.

19 125. The term "servicer" when used herein means master servicer or primary servicer under
20 the Pooling and Servicing Agreement or any successor to or assignee of the Servicer under
said Agreement.

21 126. The term "servicing advances" when used herein means all customary, reasonable and
22 necessary "out of pocket" costs and expenses incurred in the performance by the Servicer of
23 its servicing obligations, including, but not limited to, the cost of (a) the preservation,
24 restoration and protection of the Mortgaged Property, (b) any enforcement or judicial
25 proceedings, including foreclosures, (c) the management and liquidation of the
26 REO Property, (d) all advances for property inspections, broker price opinions, legal fees,
27 third-party fees, document preparation fees, document retention or transfer fees, and (e) any
28 other funds advanced in connection with the servicing of this loan.

127. The term "servicing fee" when used herein means with respect to each Mortgage Loan,
the amount of the annual fee the: Trust shall pay to the Servicer, which shall, for a period of

1 one full month, be equal to one-twelfth of the product of (a) the Servicing Fee Rate and (b)
2 the Stated Principal Balance of such Mortgage Loan. Such fee shall be payable monthly,
3 computed on the basis of the same principal amount and period respecting which any related
4 interest payment on a Mortgage Loan is computed. The obligation of the Purchaser to pay the
5 Servicing Fee is limited to, and the Servicing Fee is payable solely from, the interest portion
6 of such Monthly Payment collected by the Servicer. With respect to REO Property, the
7 Servicing Fee shall be payable to the Servicer through REO Disposition, which Servicing
8 Fee payable in respect of any REO Property shall be based upon the Stated Principal Balance
9 of the related Mortgage Loan at the time of foreclosure, as reduced by any income or
10 proceeds received by the Trust in respect of such REO Property and applied to reduce the
11 outstanding principal balance of the foreclosed Mortgage Loan.

12 128. The term "servicing fee rate" when used herein means with respect to each transaction
13 contemplated herein, the per annum rate set forth as such in the related Purchase Price and
14 Terms Letter.

15 129. The term "servicing file" when used herein means with respect to each Mortgage Loan,
16 the documents pertaining to such Mortgage Loan retained by the Servicer, consisting of
17 copies or microfilmed copies, as the case may be, of each of the documents in the Mortgage
18 File and originals of each of the other documents. Such documents may be maintained on
19 microfilm (provided that the Servicer shall deliver an electronic copy of the Servicing File
20 pursuant to any request herein).

21 130. The term "servicing officer" when used herein means any officer of the Servicer
22 involved in, or responsible for, the administration and servicing of the Mortgage
23 Loans whose name appears on a list of servicing officers furnished by the Servicer to the
24 Trust upon request, as such list may from time to time be amended.

25 131. The term "Standard & Poor's" when used herein means Standard & Poor's Ratings
26 Services, a division of the McGraw-Hill Companies, Inc.

27 132. The term "stated principal balance" when used herein means with respect to each
28 Mortgage Loan as of the date of such determination: (a) the unpaid principal balance of the
Mortgage Loan as of the Cut-off Date after giving effect to payments of principal due on or
before such date, whether or not received, and without giving effect to payments received on
or before such date in respect of payments due after such date for application on the
scheduled Due Date, minus (b) all amounts previously distributed to the Trust with respect to
the related Mortgage Loan representing payments or recoveries of principal or advances in
lieu thereof.

133. The term "termination fee" when used herein means the amount paid to the Servicer by
the Trust in the event of the servicer's termination without cause, as servicer. Such fee shall
equal 2% of (a) the then current unpaid principal balance of the Mortgage Loans, and (b) in
the case of REO Property, the lesser of (a) 100% of the Stated Principal Balance of the
Mortgage Loan encumbering the Mortgaged Property at the time such Mortgaged Property

1 was acquired and became REO Property or (b) the Fair Market Value of the REO Property at
2 the time of termination.

3 134. The term "treasury mortgage loan" when used herein means any individual Adjustable
4 Rate Mortgage Loan which contains a provision whereby the interest rate on such Mortgage
5 Loan is adjusted annually based upon the weekly average yield on U.S. Treasury securities.

6 135. The term "updated loan-to-value ratio" when used herein means with respect to any
7 Mortgage Loan, the outstanding principal balance of such Mortgage Loan as of the date of
8 determination divided by the Value of the related Mortgaged Property as determined by the
9 appraisal made for the originator at the time of origination of the Mortgage Loan or in the
10 event that an appraisal was made since the origination of the
11 Mortgage Loan then the latest appraisal of the Mortgaged Property. Such appraisal shall (a)
12 be in a form acceptable to FNMA and FHLMC and (b) meet the then current guidelines for
13 the Seller's so called "full documentation" program.

14 136. The term "whole loan agreement" when used herein means any Reconstitution
15 Agreement in respect of a Whole Loan Transfer.

16 137. The term "whole loan transfer" when used herein means the sale or transfer by the
17 Trust of some or all of the Mortgage Loans in a whole loan or participation certificate format
18 pursuant to a Reconstitution Agreement retaining the Servicer as "servicer" thereunder.

19 FINANCIAL REPORTS AND CALL REPORTS

20 All regulated financial institutions in the United States are required to file periodic financial
21 reports and other information with their respective regulators and other parties.

22 **138.** The term "Call Report" when used herein means:

23 **a.** a quarterly report of income and financial condition commercial banks file with their federal
24 and state regulatory agencies. It is equivalent to the quarterly thrift financial report that
25 savings institutions file with the Office of Thrift Supervision.

26 **b.** a report that must be filed by all regulated financial institutions in the U.S. on a quarterly basis
27 and contains financial information about the banks. Banks are required to file no later than 30
28 days after the end of each quarter. The report is officially known as the Report of Condition and
Income for banks and Thrift Financial Report for Thrifts.

c. the Call Report collects such basic financial information as the bank's balance sheet and
income statement. Reports are required to be submitted to the Federal Financial Institutions
Examination Council (FFIEC). The FFIEC is an inter agency entity and coordinates between the
Federal Reserve, the FDIC and the Office of Thrift Supervision. Banks and Thrifts must use the
standardized forms provided by the FFIEC to submit their data and each Call Report is audited
by an FDIC analyst for errors and audit flags. These reports are available to the public on the
FDIC website.

ELECTRONIC DISCOVERY DEFINITIONS

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2 139. The term **ESI** means electronically stored information including, but not limited to,
3 information electronically, magnetically or optically stored as: (a) digital communications
4 (e.g., e-mail, voice mail, instant messaging); (b) word processed documents (e.g., Word or
5 WordPerfect documents and drafts); (c) spreadsheets and tables (e.g., Excel or Lotus 123
6 worksheets); (d) accounting application data (e.g., QuickBooks, Money, Peachtree data
7 files); (d) image and facsimile files (e.g., PDF, TIFF, JPG, GIF images); (e) sound
8 recordings (e.g., WAV and MP3 files); (d) video and animation (e.g., AVI and MOV files);
9 (e) databases (e.g., Access, Oracle, SQL Server data, SAP); (f) electronic mail, contact and
10 relationship management data (e.g., Outlook, Maximizer, ACT!), including emails resident
11 on Plaintiff's and/or Plaintiff's agent(s)' servers or computers; (g) calendar and diary
12 application data (e.g., Outlook PST, Yahoo, blog tools); (h) online access data (e.g.,
13 temporary internet files, history, cookies); (i) presentations (e.g., PowerPoint, Corel
14 Presentations); (j) network access and server activity logs; (k) project management
15 application data; (l) computer aided design/drawing files; and (l) back up and archival files
16 (e.g., ZIP, GHO)

17 **"Metadata"** means system and application metadata. System metadata is information
18 describing the history and characteristics of other ESI. This information is typically
19 associated with tracking or managing an electronic file and often includes data reflecting a
20 file's name, size, custodian, location, and dates of creation and last modification or access.
21 Application metadata is information automatically included or embedded in electronic files
22 but which may not be apparent to a user, including deleted content, draft language,
23 commentary, collaboration and distribution data and dates of creation and printing. For
24 electronic mail, metadata includes all header routing data and Base 64 encoded attachment
25 data, in addition to the To, From, Subject, Received Date, Sent Date, Time Sent, CC, BCC
26 and Body fields.

27 **"Documents"** means the original and each non-identical copy of any written, graphic,
28 electronic, or magnetic matter, however produced, whether sent or received, or neither,
including drafts and both sides thereof, in your possession, custody, or control and
specifically includes ESI and metadata (as defined). The term shall include handwritten,
typewritten, printed, photocopied, or recorded matter. It shall include communications in
words, symbols, pictures, sound recordings, films, tapes, drawings, blueprints, charts,
maps, graphs, photographs, still or moving picture films, parts or components of
equipment, models, information stored in, or accessible through, computer or other
information storage or retrieval systems, all other "documents and tangible things," and
any physical object in the possession of, subject to the control of, or within the knowledge
of the party responding to these requests for production, including their counsel, experts or
investigators. Any and all documents and data existing as electronic or magnetic data shall
be produced on disc, either DVD (digital versatile disc) or CD (compact disc) or on external
hard drive in the following format: (a) documents in WordPerfect 5.1 or higher shall be
produced in the format in which they are maintained (*.wpd); (b) documents in Microsoft
Word for Windows 2.x or higher shall be produced in the format in which they are
maintained (*.doc); (c) documents in Microsoft Works 4.0 for Windows shall be produced
in the format in which they are maintained (*.wps); (d) documents in Microsoft Excel for
Windows 4.0 or higher shall be produced in the format in which they are maintained
(*.xl*); (e) documents in Lotus 1-2-3 shall be produced in the format in which they are

1 maintained (*.wk?); (f) web pages which cannot be produced as a hard copy shall be
2 produced in *.htm or *.html format; (g) encoded text files shall be produced in the format
3 in which they are maintained (*.txt); (h) Adobe Acrobat .pdf files shall be produced in
4 *.pdf format; (i) electronic mail shall be produced in .pst, .msg or .nsf format; and (j) all
5 other electronic documents and data shall be produced in native format, or in ASCII
6 format, delimited appropriately, with a key, if necessary, identifying the data fields, if
7 production in native format is not feasible. All hard copy (e.g., paper) documents shall be
8 produced as Group IV, black and white, single-page .tiff or color .jpg images with a
9 standard Summation (.dii) load file.

10 Each of the following requests for production of documents and interrogatories is intended to
11 be a continuing request to produce and answer. As a result, the Plaintiff hereby demand that,
12 in the event that at any later date you obtain any additional facts, or form any conclusions,
13 opinions or contentions different from those set forth in your responses herein, then you shall
14 amend your answers to such responses and document production promptly and sufficiently in
15 advance of any trial date, to fully set forth such differences and to produce and documents in
16 connection therewith.

17 In accordance with the Rules of Civil Procedure any and all objections and/or Claims of
18 Privilege must be specifically stated, the requested item must be identified coupled with its
19 location and the nature of the objection or claim of privilege must be clearly articulated so a
20 ruling may be made on the item by the court. Failure to do so may result in waiver of said
21 objections.

22 Please label each document produced with the specific document request number

23 ITEMS TO PRODUCE

- 24 1. Please produce a "Blue Sky", "Private Placement Memorandum", "Offering Circular",
25 "Prospectus" or other type of disclosure to investors, owners or partial owners of the subject loan
26 or pool containing the subject loan or any type of investment offering or derivative containing
27 the subject loan.
- 28 2. Please produce servicing documents commonly described as "Pooling and Servicing
Agreement", "Servicing Agreement", "Reconstituted Servicing Agreement", "Master Servicing
Agreement", or "Sub-Servicing Agreement" relating to the subject loan or financial transaction
alleged to contain, in whole or in part, the subject loan.
3. Please produce an Assignment and Assumption Agreement or a Mortgage Loan Purchase
Agreement for the subject loan.
4. Please produce ALL Periodic Statements sent to investors, including **Investor No.:**
175263872 for the subject loan.

- 1 5. Please produce ALL Periodic loan level files sent to investors, including **Investor No.: 175263872** for the subject loan.
- 2
- 3 6. Please produce ALL agreements, legal opinions, tax opinions, transfer exhibits, and other
- 4 documents created in regards to the subject loan, or related to any type of investment or
- 5 derivative containing all or a portion of the subject loan.
- 6
- 7 7. Please produce ALL call reports issued for regulatory compliance covering the timeframes of
- 8 the subject loans existence on any balance sheet or report issued in compliance with government
- 9 regulations, statutes or laws.
- 10
- 11 8. Please produce the names of ALL departments associated with generating the subject March
- 12 21, 2011 Substitution of Trustee document for the subject loan.
- 13
- 14 9. Please produce the names with all personnel or contractors associated with or overseeing the
- 15 drafting and execution of the subject March 21, 2011 Substitution of Trustee for the subject loan.
- 16
- 17 10. Please produce the names of all outsourced 3rd party vendors associated with the drafting
- 18 and execution of the subject substitution of trustee for the subject loan.
- 19
- 20 11. Please produce the electronic data including all metadata associated with the investor field
- 21 used on the substitution of trustee with **Investor No.: 175263872** for the subject loan.
- 22
- 23 12. Please produce a full listing of all investor #'s used and their associated data and their
- 24 associated values.
- 25
- 26 13. Please produce a listing of each business rule associated with **“Investor No.: 175263872.”**
- 27
- 28 14. Please produce the metadata history of **Investor No.: 175263872**, specifically when this
- field was created and every change in the field name.
15. Please produce the name associated with **Investor No.: 175263872**.
16. Please produce the name of the most senior officer who works for, is a member of, or is
- associated with **Investor No.: 175263872**
17. Please produce the balance sheet accounting line items showing that Wells Fargo Bank NA
- is holding this specific subject loan as an asset.
18. Please produce the balance sheet accounting line items showing that Wells Fargo Bank NA
- is holding this subject loan as a liability on their books.
19. Please produce the line items on the call reports that have
- been created and submitted to government regulators covering the subject loan or any part
- thereof, in regards to Wells Fargo Bank NA’s balance sheet.

1 20. Please produce balance sheet accounting line items that include any portion of the
2 note, Deed of Trust, Servicing rights, or any other "interest" Wells
Fargo has in regards to the subject loan / property.

3 21. Please produce a list of officers of any party authorized to execute any of the documents
4 identified herein.

5 22. Please produce any and all documents bearing any Officers' Certificate in regards to the
6 subject loan/property.

7 23. Please attach a list of all digital and numerical codes associated with the loan transaction
8 history along with all definitions associated with each such code so as to make the history
9 legible and understandable. Also, state the name of the software system you use, the version,
and the name and address of the software provider.

10 24. Please identify the name, title and current address of each and every person who has had
11 access to any of the electronic records related to this mortgage loan and specifically state the
12 name, title and address of the primary individual responsible for servicing this loan after the
alleged default.

13 25. Please Identify "INVESTOR NO. 175263872" and include that party's name, address and
14 telephone number, describe that party's interest in the transaction, state the date it obtained
15 that interest, the date it relinquished that interest, and the identity of the entity to which it
relinquished that interest, and state the nature and amount of all consideration it received or
disbursed in connection with obtaining or relinquishing that interest.

16 26. Please produce the names of ALL departments associated with generating the subject March
17 22, 2011 Notice of Default document for the subject loan.

18 27. Please produce the names with all personnel or contractors associated with or overseeing the
19 drafting and execution of the subject March 22, 2011 Notice of Default for the subject loan.

20 28. Please produce the names of ALL departments associated with generating the March 17,
21 2011 subject Declaration/Notice of Default document for the subject loan.

22 29. Please produce the names with all personnel or contractors associated with or overseeing the
23 drafting and execution of the March 17, 2011 Declaration/Notice of Default for the subject loan.

24 30. Please produce ALL Periodic Statements sent to investors for the subject loan.

25 31. Please produce ALL Periodic loan level files sent to investors for the subject loan.

26 32. Please produce the Wells Fargo phone bills for a telephone call made to Barry Fagan on
27 March 17, 2011 at 12:57 pm made allegedly by Wells Fargo Bank employee Anne T Dary.

- 1 33. Please produce the Wells Fargo phone bills for a telephone call made to Barry Fagan on
2 March 18, 2011 at 12:58 pm allegedly by Wells Fargo Bank employee Anne T Dary.
- 3 34. Please produce the Wells Fargo phone bills for a telephone call made to Barry Fagan on
4 March 18, 2011 at 5:23 pm allegedly by Wells Fargo Bank employee Anne T Dary.
- 5 35. Please produce the Wells Fargo phone bills for a telephone call made to Barry Fagan on
6 March 18, 2011 at 5:25 pm allegedly by Wells Fargo Bank employee Anne T Dary.
- 7 36. Please produce the Declaration of Default allegedly executed by Wells Fargo Bank
8 Employee Debbie Kurolwa on March 17, 2011 at 9:14 am.
- 9 37. Please produce the employment history, title, address and telephone number of Wells Fargo
10 Bank employee Debbie Kurolwa.
- 11 38. Please produce the employment history, title, address and telephone number of Wells Fargo
12 Bank employee Anne T Dary.
- 13 39. Please produce the employment history, title, address and telephone number of Wells Fargo
14 Bank employee Rhonda Bernard-Thomas.
- 15 40. Please produce all documents setting forth any claims made against any policy of insurance
16 (of any kind) concerning Plaintiff's alleged loan.
- 17 41. Please produce all assignments, allonges, and the like which purport to assign any interest in
18 any deed of trust instrument or note of the Plaintiff to any person or party.
- 19 42. Please produce all documents setting forth the servicing agreement between Defendant wells
20 Fargo Bank and any entity with reference to Plaintiff's alleged loan.
- 21 43. Please produce all documents setting forth the entire chain of title to the deed of trust
22 instruments and note of the Plaintiff's 2007 loan from the original lender to the present.
- 23 44. Please produce all documents concerning any consideration exchanges between any persons
24 or parties in connection with the assignment or sale of any part of, or right under, or right
25 incident to any of the Plaintiff's loan, (eg. Assignment or sale of deed of trust, assignment or sale
26 of note, assignment or sale of servicing rights, assignment or sale to a mortgage pool, assignment
27 or sale to any mortgage backed security, and the like.
- 28 45. Please produce all documents which identify the full name, address and telephone number of
all persons who authorized the filing of any non- judicial foreclosure action against plaintiff.
46. Please produce all documents evidencing the recording of any assignment of the note or deed
of trust concerning Plaintiff's 2007 loan and claimed to be owned by Defendant Wells Fargo
Bank.

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47. Please produce all documents setting forth the name, address, and telephone number of the physical custodian of the original note and deed of trust concerning Plaintiff's 2007 loan and claimed to be owned by Defendant Wells Fargo Bank.

48. Please produce all documents setting forth the assignment of either the deed of trust or note concerning Plaintiff's 2007 loan which are claimed to be owned by defendant to any particular Specialized Investment Vehicle (SPV), Collateralized Mortgage Obligation (CMO), Collateralized Debt Obligation (CDO), series of Mortgage Backed Securities of Certificates (MBS), or Collateral Default Swaps (CDS).

49. Please produce all documents setting forth the name, address, and telephone numbers of each holder of or Investor in any SIV, CMO, CDO, MBS, or CDS which is collateralized in whole or in part by any of the Plaintiff's 2007 loan, or any right incident thereto or thereunder.

50. Please produce the IRS form 1066 with the accompanying Schedule Q for the Plaintiff's 2007 loan claimed to be owned by Defendant Wells Fargo Bank.

51. Please produce IRS form 1099-OID for the Plaintiff's 2007 loan.

52. Please produce all documents identifying the Operations Account Manager (OAM) for Plaintiff's specific account(s) related to Plaintiff's 2007 loan.

Dated: September 6, 2011

[/s/BarryFagan](#)

Barry S. Fagan, Plaintiff