

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
NORTHERN DIVISION**

**D'ALAN E. BAUGH**  
671 River Road  
Sykesville, MD 21784

and

**PENNY FRAZIER**  
3617 Felmore Court  
Woodbridge, VA 22193

Plaintiffs,

v.

**THE FEDERAL SAVINGS BANK**  
Serve at:  
300 North Elizabeth Street. Suite 3E  
Chicago, IL 60607

Defendants.

Civil Action No.:

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**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs, D'Alan Baugh and Penny Frazier, on behalf of themselves and on behalf of the entire class of persons similarly situated, by and through their attorneys, Michael Paul Smith, Melissa L. English and Sarah A. Zadrozny of Smith, Gildea & Schmidt, LLC and Timothy F. Maloney, Veronica B. Nannis and Megan Benevento of Joseph, Greenwald and Laake, PA as co-counsel hereby file this Class Action Complaint against The Federal Savings Bank, and state as follows:

**INTRODUCTION**

1. Plaintiffs are borrowers who currently have or had a federally related mortgage loan, as defined by 12 U.S.C. § 2602, originated and/or brokered by Defendant The Federal

Savings Bank (“FSB”), which was or is secured by Plaintiffs’ residential real property. For the purposes of procuring title insurance and to facilitate the escrow and settlement process, Plaintiffs used Genuine Title, LLC as a result of FSB’s referral thereto.

2. Plaintiffs and Class Members were victims of an illegal kickback scheme whereby FSB branch managers, loan officers, agents and/or other employees received unearned fees and kickbacks paid by Genuine Title, LLC, Competitive Advantage Media Group, LLC, and/or Brandon Glickstein, Inc., in violation of the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601, *et seq.* (“RESPA”). These kickbacks were paid pursuant to a quid pro quo agreement for kickbacks in exchange for the referrals of FSB borrowers. Neither FSB nor any of its employees and/or agents receiving the kickbacks performed any title or settlement services associated with the kickbacks.
3. These kickbacks were fraudulently concealed by FSB and Genuine Title from Plaintiffs and Class Members and were omitted from Plaintiffs and Class Members’ HUD-1s and other required loan documents in an effort to hide the kickbacks from Plaintiffs and Class Members. These kickbacks were further concealed by FSB and Genuine Title through a sham Title Services Agreement entered between the parties that masked the kickbacks as payments for services provided, where in fact, no services were actually provided.

### **PARTIES**

4. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23 as a class action on their own behalf and on behalf of the entire class of people similarly situated.
5. Plaintiff D’Alan Baugh is a resident of Howard County, Maryland
6. Plaintiff Penny Frazier is a resident of Prince William County, Virginia.

7. Defendant The Federal Savings Bank (“FSB”) is a federally-chartered bank regulated by the Office of Comptroller of the Currency, with its headquarters and principal office located in Chicago, Illinois. It is engaged in the business of consumer mortgage lending and maintains several loan production offices (LPOs) in Maryland. During the relevant time frame, FSB was, and is currently a licensed mortgage lender in Maryland.

### **JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331.
9. This Court has personal jurisdiction over FSB because at all relevant times and currently FSB transacts business in Maryland.
10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1)-(2) and (c)(2) because FSB is subject to this Court’s personal jurisdiction, a substantial part of the conduct, events and omissions giving rise to the claims occurred within this District, and FSB systematically and continually transacted business in this District during the applicable time period and currently transacts business in this District.

### **FACTUAL ALLEGATIONS FOR INDIVIDUAL AND CLASS RELIEF**

11. Congress enacted RESPA in 1974 as a response to the abuses in the real estate settlement process. Congress found that kickbacks and unearned fees in the settlement process resulted in unnecessarily high settlement charges and other harms to residential mortgage borrowers.
12. 12 U.S.C. § 2607 states in relevant part:
  - (a) Business Referrals. No person shall give and no person shall accept any fee, kickback, or thing of value pursuant to any agreement or understanding, oral or otherwise, that business incident to or a part of a real estate settlement service involving a federally related mortgage loan shall be referred to any person.

(b) Splitting charges. No person shall give and no person shall accept any portion, split or percentage of any charge made or received for the rendering of a real estate settlement service in connection with a transaction involving federally related mortgage loan other than for services actually performed.

13. 12 U.S.C. § 2607(d)(2) states in relevant part:

Any person or persons who violate the prohibitions or limitations of [12 USC § 2607] shall be jointly and severally liable to the person or persons charged for the settlement service involved in the violation in an amount equal to three times the amount of any charge paid for such settlement service.

14. The purpose of 12 U.S.C. § 2607 is to eliminate payment of unearned fees in connection with settlement services provided in federally related mortgage transactions, to protect consumers from unnecessarily high settlement charges caused by certain abusive practices, and to protect against other harms to consumers resulting from coordinated business relationships for settlement services. *See* 12 U.S.C. § 2601.

15. Genuine Title was at all times relevant hereto a title services company licensed under the laws of various states, including Maryland, and regulated by the Maryland Insurance Commissioner and had their principal place of business in the state of Maryland.

16. At all relevant times, FSB's employees and/or agents were licensed mortgage brokers and/or authorized loan officers (collectively referred to herein as "Referring Brokers"). At all relevant times the Referring Brokers were acting within scope of the business relationship and duties of their employment on behalf of FSB, specifically seeking borrowers ("FSB Borrowers") and securing loans for residential mortgages through FSB and/or brokering such loans through FSB to other lenders with whom FSB authorized, referring FSB Borrowers to title companies, and working with title companies to close

these loans. All activities, including the Referring Brokers' interaction with Genuine Title, were for the benefit of FSB.

### **The Kickback Scheme**

17. Beginning in 2009, and continuing until or about early 2014, Genuine Title perpetrated the Kickback Scheme by adopting a business model and practice of paying kickbacks to mortgage lenders and brokers (including FSB) for the referral of mortgage loans for settlement services.
18. Genuine Title paid kickbacks in several forms, including but not limited to: 1) "Referring Cash", 2) "Free Marketing Materials" (including postage, leads and other data and information, and direct mail production), and 3) "Marketing Credits."

### **Referring Cash**

19. Genuine Title paid Referring Cash directly to lenders, their branch managers, loan officers, employees and/or agents in exchange for referrals of loans for settlement services.
20. The Referring Cash kickbacks correlated to the volume of referrals to Genuine Title by the lenders' branch managers, loan officers, employees and/or agents.
21. The Referring Cash kickbacks were paid either out of Genuine Title's Operating Account or out of companies operated by Genuine Title's principals.
22. In or about 2006, Brandon Glickstein, Genuine Title's lead marketing and account representative, formed Brandon Glickstein, Inc. (hereinafter "BGI") for the purpose of "advertising and marketing and to engage in any other lawful purpose and business." *See* relevant SDAT Records, attached hereto as **Exhibit 1**.

23. BGI was another one of the conduits through which Genuine Title made Referring Cash payments.
24. Genuine Title calculated and paid Referring Cash kickbacks monthly and the kickbacks paid in a given month were equal to a per unit payment for each referred loan closed by Genuine Title in the previous month.
25. Referring Cash kickbacks were paid and received solely pursuant to the referral agreement and in furtherance of the Kickback Scheme and were not related to any legitimate services rendered by either Genuine Title or the person or lender receiving the kickback.

**Free Marketing Materials**

26. Genuine Title also paid kickbacks in the form of Free Marketing Materials.
27. The Free Marketing Materials were paid by Genuine Title and/or by Competitive Advantage Media Group, LLC (hereinafter “CAM”), a company formed by Brandon Glickstein, Genuine Title’s lead marketing and account representative. CAM was created “to provide marketing services to businesses.” *See* relevant SDAT Records, attached hereto as **Exhibit 2**. The Resident Agent for CAM at the time of organization was Jonathan S. Bach, Esq., the in-house attorney for Genuine Title. Additionally, the address for CAM was the same physical address of Genuine Title. On or about May 13, 2013, CAM changed its Resident Agent and Resident Agent’s address to Michael N. Mercurio at 8171 Maple Lawn Boulevard, Suite 200, Fulton, Maryland 20759. *See Exhibit 2*.
28. CAM was formed in part to facilitate Genuine Title’s payment of kickbacks and unearned fees in exchange for referring borrowers to Genuine Title.

29. As part of and in furtherance of the Kickback Scheme, Genuine Title, either directly and/or through CAM, paid for marketing materials that were provided to mortgage branch managers, brokers, loan officers and/or other employees at lenders.
30. These Free Marketing Materials included, but were not limited to: the culling and selecting of the highest value leads to send mail that would most closely match the mortgage products and programs that the lender would be featuring, payment for sales leads, payment for inserting and folding of mail pieces and/or postage. See B. Glickstein 9/15/16 Dep. at 16:7-18:18, attached hereto as **Exhibit 3**.
31. Genuine Title provided Free Marketing Materials under the referral agreement whereby the receiving branch manager, broker, loan officer and/or other employee agreed to refer all loans generated by the Free Marketing Materials to Genuine Title for settlement services. See **Exhibit 3**, 43:4-13.
32. The Free Marketing Materials kickbacks were paid and received solely pursuant to the referral agreement and in furtherance of the Kickback Scheme and were not related to any services rendered by either Genuine Title or the person receiving the kickback.

### **Marketing Credits**

33. Genuine Title also paid kickbacks in the form of Marketing Credits applied to invoices for marketing services lenders purchased from CAM. While in operation, CAM provided full marketing services to primarily smaller and/or regional lenders. These marketing services included designing, writing and printing marketing letters and other solicitation materials sent out on behalf of the lender, culling and selecting the highest value leads to send mail that would most closely match the mortgage products and programs that the lender would be featuring, and procurement of sales leads. **Exhibit 3** at 16:7-18:18.

34. As part of and in furtherance of the kickback scheme, Genuine Title entered into a referral agreement whereby a lender, branch, or the loan officer (collectively, “Lender”) would agree to refer loans to Genuine Title for settlement services and in return Genuine Title agreed to pay for marketing credits to be applied against that Lender’s bill for services purchased from CAM.
35. The Marketing Credit kickbacks were calculated monthly and the Marketing Credit in a given month was determined on a per unit amount for each referred loan closed by Genuine Title in the previous period.
36. Genuine Title paid CAM the amount of the Marketing Credit and, in turn, CAM applied the Marketing Credit against the Lender’s bill for CAM services.
37. This credit system was used by all parties to conceal, and did so conceal, the Kickback Scheme from borrowers, including Plaintiffs, Class Members, and regulators.
38. The Referring Cash, Free Marketing Materials, and Marketing Credits were provided as a quid pro quo, and pursuant to and with an understanding and agreement that the lenders’ branch managers, loan officers, agents, and/or employees receiving the Referring Cash, Free Marketing Materials, and Marketing Credits would refer borrowers to Genuine Title for real estate title and settlement services, including performing a title search and procuring title insurance.
39. Plaintiffs believe and therefore aver that the payment and receipt of Referring Cash, Free Marketing Materials, and/or Marketing Credits were not disclosed on any line of the borrowers’ GFEs, HUD-1s or any other required loan documents in order to intentionally and fraudulently conceal, and did in fact conceal, the Kickback Scheme from borrowers, including Plaintiffs and other class members, and regulators.



40. While Genuine Title would have preferred to compete by providing lower pricing of its title and settlement services to borrowers instead of paying kickbacks, the payment of kickbacks was the more effective way to increase Genuine Title's market share in the title and settlement services market, even though it was prohibited by law. *See* J. Zukerberg 5/20/16 Aff. ¶ 6, attached hereto as **Exhibit 4**.
41. Genuine Title has admitted that no title services were provided by any lender receiving kickbacks associated with the kickbacks, in whatever form those kickbacks were paid. *See id.*
42. Genuine Title has admitted that borrowers, including Plaintiffs and class members, paid the cost of the concealed kickbacks out of the title and settlement costs charged by Genuine Title and identified on their HUD-1s. *See id.*

#### **The Federal Savings Bank's Participation in the Kickback Scheme**

43. Genuine Title's records indicate that from 2012 through 2014, FSB referred approximately 1,000 loans to Genuine Title for settlement services.
44. Upon information and belief and Genuine Title's and FSB's continuing pattern of practice, beginning in 2012 and continuing through 2014, FSB and licensed mortgage brokers employed by FSB received kickbacks in the form of Referring Cash, Marketing Materials and/or Marketing Credits and other things of value from Genuine Title and/or CAM in exchange for referrals of FSB borrowers to Genuine Title for settlement services, in violation of RESPA.
45. During the relevant time period, Referring Broker Chris Infantino was employed by FSB as a branch manager and/or senior vice president at FSB's Columbia, Maryland branch.

46. Under a referring agreement with Genuine Title (“Referring Agreement”), Mr. Infantino received and accepted Marketing Materials and/or Marketing Credits kickbacks paid by Genuine Title in exchange for the referral of FSB borrowers to Genuine Title. *See Exhibit 5*, J. Zukerberg 4/24/14 Dep., 133:4-9; 140:16-141:10.
47. Mr. Infantino and his branch in fact referred loans to Genuine Title under this Agreement and received kickbacks in the form of Marketing Materials and/or Marketing Credits for these referrals. *Id.* at 140:16-141:10.
48. Plaintiffs believe and therefore aver that, based upon a continuing pattern of practice, other currently known or unknown Referring Brokers employed by FSB participated in the Kickback Scheme.
49. Plaintiffs additionally believe and therefore aver that, based upon a continuing pattern of practice, Genuine Title provided, and currently known and unknown Referring Brokers employed by FSB received, other things of value in exchange for referring borrowers to Genuine Title.
50. Additionally, in order to continue to provide settlement services to FSB borrowers, FSB required Genuine Title to enter a “Title Services Agreement.” Genuine Title and FSB entered into the Title Services Agreement on or about May 22, 2013.
51. This Title Service Agreement was in fact, a sham agreement. While it states that FSB would provide services to Genuine Title in the course of the settlement of loans, FSB in fact did not provide the services as stated in the agreement.
52. However, FSB still required and demanded Genuine Title to pay the amount associated with those services of \$175 per loan referred to Genuine Title, and Genuine Title did pay \$175 for each referred loan. The Title Services Agreement was simply an effort to

conceal the kickbacks paid by Genuine Title for the referral of FSB loans to Genuine Title under a Referring Agreement and was not for any services provided.

53. It was agreed that the kickbacks would be paid directly to FSB.
54. The Title Services Agreement was intended by FSB to conceal and did conceal Genuine Title's payment, and FSB's receipt and acceptance, of kickbacks. In this respect, Genuine Title's Title Service Agreement with FSB was a sham.
55. Genuine Title paid FSB \$175 per settled loan referred to Genuine Title, regardless of whether FSB provided any settlement service on the loan. Genuine Title treated and understood this amount as a kickback and consistent with the pay-to-play environment in which Genuine Title was operating. *See Exhibit 5*, at 134:15-21; 154:1-21; 64:19-165:6.
56. When Genuine Title failed to pay FSB for referred loans, FSB insisted on and demanded payment from Genuine Title, even going so far as to send a threatening demand letter to Genuine Title, despite the fact that it had not provided any of the services provided for in the Title Services Agreement in exchange for the Referring Cash payments.
57. Plaintiffs believe, and therefore aver, based on FSB's and Genuine Title's continuing pattern of practice under the Title Services Agreement, that the Title Services Agreement was a sham agreement, and FSB and Genuine Title used the Agreement to conceal, and did so conceal, the kickbacks and Kickback Scheme from Plaintiffs, Class Members and regulators.
58. The Referring Cash kickbacks were paid by Genuine Title directly to FSB. *See Exhibit 6*, Genuine Title checks to The Federal Savings Bank.
59. The payment by Genuine Title and acceptance by FSB of the kickbacks were solely for the referral of borrowers to Genuine Title.

60. Plaintiffs were charged for settlement services related to their federally-related mortgage by Genuine Title while FSB was engaging in the Kickback Scheme.
61. As a result of the Kickback Scheme, Plaintiffs and class members were deprived of kickback-free settlement services and impartial and fair competition, as required by 12 U.S.C. § 2607.
62. Plaintiffs and class members paid more for their settlement services because neither FSB nor its Referring Brokers or other employees or agents performed services in exchange for the kickbacks paid and kickbacks were paid instead of lower charges to the consumers. *See Exhibit 3, ¶ 6.*

**FACTS FOR INDIVIDUAL CLASS REPRESENTATIVES**

63. In or about March 2013, Plaintiff D'Alan Baugh obtained a residential mortgage from FSB's Columbia branch managed by Chris Infantino in relation to the refinancing of his residential real property in Howard County, Maryland.
64. FSB referred Plaintiff Baugh to Genuine Title for title and settlement services. On the basis of this referral, Plaintiff Baugh used Genuine Title for title and settlement services and settled on March 25, 2013. Plaintiff Baugh paid Genuine Title for title and settlement services.
65. In or about September 2013, Plaintiff Penny Frazier obtained a residential mortgage from FSB's Columbia branch managed by Chris Infantino in relation to the refinancing of her residential real property in Prince William County, Virginia.
66. FSB referred Plaintiff Frazier to Genuine Title for title and settlement services. On the basis of this referral, Plaintiff Frazier used Genuine Title for title and settlement services

and settled on September 18, 2013. Plaintiff Frazier paid Genuine Title for title and settlement services.

67. FSB referred Plaintiffs Baugh and Frazier to Genuine Title for title and settlement services pursuant to an agreement with Genuine Title for Referring Cash, Marketing Materials, and/or Marketing Credits as a quid pro quo for referrals to Genuine Title and did so receive Referring Cash, Marketing Materials, and/or Marketing Credits from Genuine Title.
68. Plaintiffs Baugh and Frazier paid Genuine Title for those title and settlement services. A portion of that payment was illegally split and shared with FSB through the payment of the illegal kickbacks to FSB and/or its Referring Brokers.
69. As a pattern of practice, and as a precondition to closing a loan or refinance, FSB required borrowers to fully participate in the loan transaction, including receiving and signing government-required loan documents before and at a loan closing.
70. Plaintiff Baugh fully participated in his loan transaction as evidenced by his loan funding on or about March 29, 2013.
71. Plaintiff Frazier fully participated in her loan transaction as evidenced by her loan funding on or about September 23, 2013.
72. Under federal law, FSB is required to provide each borrower with a Good Faith Estimate (“GFE”) within three days of taking a loan application. On the GFE, the loan officer or broker “must state here all charges that all loan originators involved in this transaction will receive.” 12 C.F.R. 1024, App’x C – Instructions for Completing Good Faith Estimate (GFE) Form.

73. As a pattern of practice, and in an effort to conceal its fraud, FSB did not report on Plaintiff Baugh's, Plaintiff Frazier's, or on any FSB borrower's GFE the kickback received from Genuine Title under the Referring Agreements, despite the fact that the kickbacks were charged to and paid by the borrowers and received and accepted by FSB.
74. As a result of this act of concealment, no FSB borrower, including Plaintiffs Baugh and Frazier, received a GFE associated with an FSB originated or brokered loan reflecting a payment of any kind from Genuine Title to FSB. Therefore, FSB borrowers, including Plaintiffs Baugh and Frazier, did not know and could not have known of the kickback, or the Kickback Scheme, before the closing of their loan or at any time thereafter.
75. RESPA requires that each borrower receive a HUD-1 Settlement Statement. 12 U.S.C. § 2603(a). The purpose of the HUD-1 statement is to, among other things, "conspicuously and clearly itemize all charges imposed upon the borrower. . . ." *Id.* Under regulations imposed by the federal government, "[t]he loan originator must transmit to the settlement agent all information necessary to complete the HUD-1 or HUD-1A." 12 C.F.R. § 1024.8(b). As such, FSB was responsible for all information included in the HUD-1 that was then generated by Genuine Title.
76. Despite being required by law to report the amounts paid and received as a result of the transaction, FSB and Genuine Title omitted the fact and amount of the kickbacks from all lines and sections of Plaintiff's HUD-1 settlement statement and all other required loan documents in an effort to intentionally conceal the kickbacks from Plaintiff, and did so conceal the kickbacks from Plaintiff.
77. As a pattern of practice, and in an effort to conceal its fraud, FSB did not provide to Genuine Title for inclusion in the HUD-1 any information necessary to itemize the

kickback payments made to FSB by Genuine Title under the Referring Agreements, despite the fact that the kickbacks were charged to and paid by the borrowers.

78. As a pattern of practice and in an effort to conceal its fraud, Genuine Title purposefully did not produce a HUD-1 Settlement Statement that itemized the kickbacks paid to and received and accepted by FSB under the Referring Agreement, despite the fact that the kickbacks were charged to and paid by the borrowers. *See Exhibit 4, ¶ 6; Exhibit 3, 159:15-160:1.*
79. As a result of these acts of concealment, no FSB borrower, including Plaintiffs Baugh and Frazier, received a HUD-1 statement reflecting a payment of any kind from Genuine Title to FSB, and did not know and could not have known of the kickback, or the Kickback Scheme, at or after the closing of their loan.
80. Because no payment from Genuine Title to FSB was disclosed on their HUD-1s, Plaintiffs Baugh and Frazier did not have, and could not have had, any knowledge of the kickbacks during or after the settlement on their mortgage loans, or that a portion of their payments to Genuine Title for title and settlement services were illegally split and shared with FSB through the payment of the illegal kickbacks to FSB or its Referring Brokers.
81. As a direct and proximate cause of the actions of FSB, Plaintiffs Baugh, Frazier, and other Class Members were deprived of impartial and fair competition between settlement service providers in violation of RESPA and paid more for said settlement services, in addition to other harms.

#### **CLASS ACTION ALLEGATIONS**

82. The allegations in the above stated paragraphs are incorporated by reference as if fully restated herein.

83. Plaintiffs bring this action on behalf of themselves and all other similarly situated individuals pursuant to Fed. R. Civ. P. 23, and the alleged class is defined as follows:

All individuals in the United States who were borrowers on a federally related mortgage loan (as defined under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2602) originated or brokered by The Federal Savings Bank for which Genuine Title provided a settlement service, as identified in Section 1100 on the HUD-1, between January 1, 2009, and December 31, 2014. Exempted from this class is any person who, during the period of January 1, 2009 through December 31, 2014, was an employee, officer, member and/or agent of The Federal Savings Bank, Genuine Title LLC, Competitive Advantage Media Group LLC, Brandon Glickstein, Inc., and/or Dog Days Marketing, LLC.

84. There are questions of law and fact common to the claims of each and all members of the Class. These common questions include, but are not limited to:

- a. Whether FSB and/or its employees and/or agents received unearned fees and illegal kickbacks from Genuine Title and/or CAM for the referral of business to Genuine Title;
- b. Whether payments to FSB and/or its employees and/or agents violated RESPA;
- c. Whether Plaintiffs and Class Members were forced to pay more for said settlement services;
- d. Whether FSB actively concealed the Kickback Scheme to avoid detection by Plaintiffs and Class Members;
- e. Whether Plaintiffs and the Class are entitled to treble damages under RESPA;
- f. Whether Plaintiffs and the Class are entitled to attorneys' fees and expenses under RESPA;
- g. Whether Genuine Title and FSB failed to disclose and concealed to Plaintiffs and Class Members that Genuine Title, CAM, BGI, and/or DDM was participating with



banks, referring branch managers, loan officers, employees and/or agents and failed to disclose and concealed, among other things, their coordinated business arrangements and/or relationships; and

h. Whether despite exercising reasonable due diligence, Plaintiffs and Class Members did not and could not have learned of the illegal kickbacks and the Kickback Scheme until contacted by counsel.

85. These common issues of law and fact, and the common statutory measure of damages under 12 U.S.C. § 2607(d)(2), predominate over any question affecting only individual Class members.

86. Due to Genuine Title and FSB's omission of kickbacks from any line or section of Plaintiffs' GFEs, HUD-1s, or other loan documents, Plaintiffs and Class Members did not know and could not know of the kickbacks or the Genuine Title Kickback Scheme before, during, or after the time of settlement of their residential mortgage loans.

87. Due to Genuine Title and FSB's efforts to conceal the kickbacks from Plaintiffs, Class Members and regulators, by Genuine Title's payment of the kickbacks pursuant to a sham Title Services Agreement and multi-layered credit system, which were extraordinary circumstances beyond Plaintiffs' control, Plaintiffs did not, and could not have discovered the Kickback Scheme before, at the time of, or after the settlement of their residential mortgage loans and within the statutory filing period. No reasonable borrower diligence or investigation would have uncovered the fact, mechanics, and extent of this illegal kickback scheme until contacted by counsel.

88. Plaintiffs acted reasonably and diligently. Plaintiffs did not and could not through any reasonable diligence have known about the concealed Kickback Scheme until contacted by undersigned counsel on or about May 3, 2017.
89. Plaintiffs' transactions and the course of events thereafter as well as Plaintiffs' claims exemplify the working of the Kickback Scheme, and are typical of the transactions and claims involving all members of the proposed class.
90. Plaintiff's damages for the RESPA violations are subject to a statutory measure of damages equal to three times the amount of any charges paid for settlement services, as set forth in 12 U.S.C. §2607(d)(2). This statutory measure of damages is common to all Class members.
91. Plaintiffs will fairly and adequately protect the interests of the Class. The interests of the named Plaintiffs and all other members of the Class are identical.
92. Plaintiffs' counsel has substantial experience in complex litigation and class action proceedings and will adequately represent the Class's interests. Counsel have been approved by this Court as adequate class counsel. *See Fangman v. Genuine Title*, 1:14-cv-00081-RDB, 2016 U.S. Dist. LEXIS 154582, at \*36 (D. Md. Nov. 8, 2016).
93. The Class consists, upon information and belief, of over one thousand borrowers, and thus are so numerous that joinder of all members is impracticable.
94. Separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class that would establish incompatible standards of conduct for FSB.

95. This action entails questions of law and fact common to Class Members that predominate over any questions affecting only individual Plaintiffs, and, therefore, a class action is superior to other available methods of fair and efficient adjudication of this litigation.
96. Most members of the Class are unaware of their rights to prosecute a claim against Defendant.
97. No member of the Class has a substantial interest in individually controlling the prosecution of a separate action, but if he or she does, he or she may exclude himself or herself from the class upon the receipt of notice under Fed. R. Civ. P. 23(c).

**COUNT I**  
**Violation of the Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. § 2607(a) and (b)**

98. Plaintiffs incorporate the above stated paragraphs as if restated herein.
99. All transactions at issue in the instant complaint are incident to or part of real estate settlement services involving federally related mortgage loans and thereby are subject to the provisions of RESPA, 12 U.S.C. § 2601, *et seq.*
100. At all relevant times, Genuine Title was subject to the provisions of RESPA, 12 U.S.C. § 2601, *et. seq.*
101. As a lender and/or broker and/or servicer of federally related mortgage loans, FSB is subject to the provisions of RESPA, 12 U.S.C. § 2601, *et seq.*
102. Genuine Title and/or CAM paid FSB kickbacks and/or things of value in exchange for referrals of business to Genuine Title in violation of RESPA, 12. U.S.C. § 2607(a) and (b).

103. FSB and/or by and through its brokers, loan officers, employees and/or agents received things of value for referrals of business as part of real estate settlement services provided to Plaintiffs and Class Members, in violation of RESPA, 12 U.S.C. § 2607(a) and (b).
104. All loans referred to Genuine Title as part of the Kickback Scheme were secured by first or subordinate liens on residential real property and were made in whole or in part by FSB and/or its affiliates whose deposits or accounts are insured by the Federal Government and/or who are regulated by an agency of the Federal Government.
105. The payment and/or arranging of payment of kickbacks to FSB by Genuine Title and/or CAM and FSB's receipt thereof constitute a violation of § 8(a) of RESPA, which prohibits the payment of referral fees or kickbacks pursuant to an agreement in connection with the origination or brokering of federally related mortgage loans.
106. The kickbacks paid by Genuine Title and/or CAM to FSB were also made solely for the purpose of Genuine Title receiving referrals and no services were actually performed by FSB in connection with the receipt of these payments and/or things of value, in violation of 12 U.S.C. § 2607(b), which prohibits the splitting of fees in connection with the origination of federal related mortgage loans.
107. Genuine Title and FSB fraudulently, actively concealed the kickbacks paid to Referring Brokers from Plaintiffs and Class Members by refusing to list the kickbacks on Plaintiffs and Class Members' HUD-1 settlement statements and settlement documents, and failed and refused to disclose their coordinated business arrangement and by engaging in an elaborate payment scheme to conceal the illegal kickbacks.

108. Despite acting reasonably and exercising due diligence, Plaintiffs and Class Members did not and could not have known about the Kickback Scheme until contacted by undersigned counsel.
109. As a direct and proximate cause of Genuine Title's actions, Plaintiffs and Class Members used Genuine Title for title and settlement services, paid for said services and were deprived of impartial and fair competition and the costs paid by Plaintiffs and Class Members to Genuine Title for settlement services would have been lower.

WHEREFORE:

- a. Plaintiffs respectfully demand this Court to certify this class action pursuant to Federal Rule of Civil Procedure 23 and set this matter for trial; and
- b. Demand judgment for Plaintiffs and Class Members against The Federal Savings Bank and award Plaintiffs and Class Members an amount equal to:
  1. Treble damages for settlement services charged by Genuine Title, including, but not limited to, title insurance premiums, in an amount equal to three times the amount of any charge paid for such settlement services, pursuant to 12 U.S.C. § 2607(d)(2);
  2. Reasonable attorneys' fees, interest and costs pursuant to 12 U.S.C. § 2607(d)(5);  
and
  3. Such other and further relief as this Court deems proper.

Respectfully submitted,

\_\_\_\_\_/s/\_\_\_\_\_  
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*Co-Counsel for Plaintiffs and Class Members*

\_\_\_\_\_/s/\_\_\_\_\_  
Michael Paul Smith, Esq. #23685  
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Email: mpsmith@sgs-law.com  
menglish@sgs-law.com  
szadrozny@sgs-law.com  
*Counsel for Plaintiffs and Class Members*

**PRAYER FOR JURY TRIAL**

Plaintiffs and Class Members hereby request a trial by jury on the foregoing Class Action

Complaint.

\_\_\_\_\_/s/\_\_\_\_\_  
Timothy F. Maloney, Esq. #03381  
Veronica B. Nannis, Esq. #15679  
Megan Benevento, Esq. #19883  
Joseph, Greenwald & Laake  
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*Co-Counsel for Plaintiffs and Class Members*

\_\_\_\_\_/s/\_\_\_\_\_  
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Melissa L. English, Esq. #19864  
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menglish@sgs-law.com  
szadrozny@sgs-law.com  
*Counsel for Plaintiffs and Class Members*

JS 44 (Rev. 07/16)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
 D'Alan E. Baugh and Penny Frazier

**(b) County of Residence of First Listed Plaintiff** Carroll County  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorneys (Firm Name, Address, and Telephone Number)**  
 Michael Paul Smith, Esquire  
 Smith, Gildea & Schmidt, LLC  
 600 Washington Avenue, Suite 200, Towson, MD 21204

**DEFENDANTS**  
 The Federal Savings Bank

County of Residence of First Listed Defendant Cook County  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation - Transfer     8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 12 U.S.C. 2607(a) and (b)

Brief description of cause:  
 Violation of Real Estate Settlement Procedures Act (RESPA)

**VII. REQUESTED IN COMPLAINT:**     CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ \_\_\_\_\_    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions):    JUDGE Richard D. Bennett    DOCKET NUMBER 1:16-cv-03938-RDB

DATE 6/23/17    SIGNATURE OF ATTORNEY OF RECORD Michael P. Smith /sz    1:17-cv-00540-RDB  
1:17-cv-00623-RDB

FOR OFFICE USE ONLY    RECEIPT # \_\_\_\_\_    AMOUNT \_\_\_\_\_    APPLYING IFP \_\_\_\_\_    JUDGE \_\_\_\_\_    MAG. JUDGE \_\_\_\_\_

Maryland Business Express

Home Log In / Create Account

Business Entity Search, Certificate of Status & Document Order

BRANDON GLICKSTEIN, INC.: D11075744

Order Documents

General Information Filing History Personal Property

General Information

Department ID Number: D11075744

Business Name: BRANDON GLICKSTEIN, INC.

Principal Office: 18 FARM GATE WAY REISTERSTOWN MD 21136

Resident Agent: BRANDON GLICKSTEIN 18 FARM GATE WAY REISTERSTOWN MD 21136

Status: INCORPORATED

Good Standing: THIS BUSINESS IS NOT IN GOOD STANDING Order Certificate of Status

Reason(s) for Status: RETURN DUE What does it mean if a business entity is not in good standing or forfeited?

Business Type: CORPORATION

Business Code: ORDINARY BUSINESS - STOCK

Date of Formation/ Registration: 01/24/2006

State of Formation: MD

Stock Status: STOCK

Close Status: YES

New Search Order Documents

- Your Progress Business Entity Search General Information Document Order



**\*\*EXPEDITED SERVICE\*\***

**\*\* KEEP WITH DOCUMENT \*\***

DOCUMENT CODE 02 BUSINESS CODE 03

# \_\_\_\_\_

Close  Stock  Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

Surviving (Transferee) \_\_\_\_\_



ID # D11075744 ACK # 1000361992441844  
LIBER: 000909 FOLIO: 0331 PAGES: 0003  
BRANDON GLICKSTEIN, INC.

MAIL  
BACK

01/24/2006 AT 12:05 P NO # 0001170504

New Name \_\_\_\_\_

**FEES REMITTED**

Base Fee: <u>100</u>	Change of Name
Org. & Cap. Fee: <u>20</u>	Change of Principal Office
Expedite Fee: <u>20</u>	Change of Resident Agent
Penalty: _____	Change of Resident Agent Address:
State Recordation Tax: _____	Resignation of Resident Agent
State Transfer Tax: _____	Designation of Resident Agent and Resident Agent's Address
Copy Fee: <u>23</u>	Change of Business Code
Certified Copies _____	Adoption of Assumed Name
Certificates _____	_____
Certificate of Status Fee: _____	Other Change(s)
Personal Property Filings: _____	_____
Mail Processing Fee: <u>5</u>	_____
Other: _____	_____
TOTAL FEES: <u>218</u>	_____

Credit Card \_\_\_\_\_ Check  Cash \_\_\_\_\_ Code \_\_\_\_\_

Documents on 2 Checks

Approved By: \_\_\_\_\_

Keyed By: \_\_\_\_\_

COMMENT(S): \_\_\_\_\_

X Attention: Brandon Glickstein  
X Mail: Name and Address  
13 Farm Gate Way Reisterstown MD  
21136

**CERTIFIED  
COPY MADE**

Stamp Work Order and Customer Number HERE

CUST ID: 0001727466  
WORK ORDER: 0001170504  
DATE: 01-24-2006 12:05 PM  
AMT. PAID: \$218.00


**A Maryland Close Corporation,  
Organized Pursuant to Title 4 of the  
Corporations and Associations Article of the  
Annotated Code of Maryland**

**ARTICLES OF INCORPORATION**

**OF**

**BRANDON GLICKSTEIN, INC.**


FIRST: I, Brandon Glickstein, whose post office address is 18 Farm Gate Way, Reisterstown, Maryland 21136, being at least eighteen (18) years of age, hereby form a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is hereafter referred to as the "Corporation") is Brandon Glickstein, Inc. 

THIRD: The Corporation shall be a close corporation as authorized by Title 4 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended.

FOURTH: The purposes for which the Corporation is formed are:

- (1) to engage in all aspects of business advertising and marketing and to engage in any other lawful purpose and business.
- (2) to do anything permitted by Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

FIFTH: The post office address of the principal office of the Corporation in this State is 18 Farm Gate Way, Reisterstown, Maryland 21136. The name and post office address of the Resident Agent of the Corporation in this State are Brandon Glickstein, 18 Farm Gate Way, Reisterstown, Maryland 21136. Said Resident Agent is an individual actually residing in this State. 

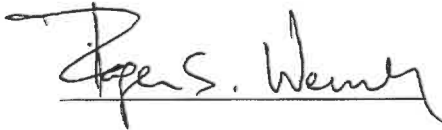
SIXTH: The total number shares of capital stock which the Corporation has authority to issue is five thousand (5,000) shares of common stock, without par value.

SEVENTH: The number of Directors of the Corporation shall be one (1), which number may be increased or decreased pursuant to the By-Laws of the Corporation. The name of the director, who shall act until the first annual meeting or until his successor is duly elected and qualified is: Brandon Glickstein.

EIGHTH: No director or officer of the Corporation shall be liable to the Corporation or to its stockholders for money damages except (1) to the extent that it is proved that such director or officer actually received any improper benefit or profit in money, property, or services for the amount of the benefit or profit in money, property, or services actually received, or (2) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (a) the result of active and deliberate dishonesty, or (b) intentionally wrongful, willful, or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 16<sup>th</sup> day of December, 2005 and I acknowledge the same to be my act.

BRANDON GLICKSTEIN, INC.

  
By: Brandon Glickstein

RETURN TO:  
Roger S. Weinberg  
308 W. Pennsylvania Avenue  
Towson, MD 21204

CUST ID: 0001727466  
WORK ORDER: 0001170504  
DATE: 01-24-2006 12:05 PM  
AMT. PAID: \$218.00

## General Information

---

**Department ID Number:**

W13071030

**Business Name:**

COMPETITIVE ADVANTAGE MEDIA GROUP, L.L.C.

**Business Address:**

STE B 215  
10015 OLD COLUMBIA RD  
COLUMBIA MD 21046

**Resident Agent:**

MICHAEL N. MERCURIO  
SUITE 200  
8171 MAPLE LAWN BLVD  
FULTON MD 20759

**Mailing Address:**

COMPETITIVE ADVANTAGE MEDIA GROUP, L.L.C  
10999 RED RUN BLVD  
SUITE 215  
OWINGS MILLS MD 21117

**State of Formation:**

MD

**Business Type:**

DOMESTIC LLC

**Business Code:**

ENTITIES OTHER THAN CORPORATIONS

**Date of Formation/ Registration:**

05/21/2009

**Status:**

REVIVED

**Stock Status:**

N/A

**Close Status:**

UNKNOWN

**Good Standing:**

THIS BUSINESS IS IN GOOD STANDING

# CORPORATE CHARTER APPROVAL SHEET

**\*\*EXPEDITED SERVICE\*\***

**\*\* KEEP WITH DOCUMENT \*\***

DOCUMENT CODE 40 BUSINESS CODE 20


# \_\_\_\_\_

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

Surviving (Transferee) \_\_\_\_\_



1000361998090900

ID # W13071030 ACK # 1000361998090900  
 PAGES: 0002  
 COMPETITIVE ADVANTAGE MEDIA GROUP, L.L.C.

MAIL  
BACK

05/21/2009 AT 11:29 A WO # 0001728750

New Name \_\_\_\_\_

### FEES REMITTED

Base Fee: 100  
 Org. & Cap. Fee: \_\_\_\_\_  
 Expedite Fee: 50  
 Penalty: \_\_\_\_\_  
 State Recordation Tax: \_\_\_\_\_  
 State Transfer Tax: \_\_\_\_\_  
 Certified Copies \_\_\_\_\_  
 Copy Fee: \_\_\_\_\_  
 Certificates \_\_\_\_\_  
 Certificate of Status Fee: \_\_\_\_\_  
 Personal Property Filings: \_\_\_\_\_  
 Mail Processing Fee: 5  
 Other: \_\_\_\_\_

TOTAL FEES: 155

\_\_\_\_\_ Change of Name  
 \_\_\_\_\_ Change of Principal Office  
 \_\_\_\_\_ Change of Resident Agent  
 \_\_\_\_\_ Change of Resident Agent Address  
 \_\_\_\_\_ Resignation of Resident Agent  
 \_\_\_\_\_ Designation of Resident Agent  
 and Resident Agent's Address  
 \_\_\_\_\_ Change of Business Code  
 \_\_\_\_\_ Adoption of Assumed Name  
 \_\_\_\_\_  
 \_\_\_\_\_ Other Change(s)  
 \_\_\_\_\_

Credit Card  Check \_\_\_\_\_ Cash \_\_\_\_\_

\_\_\_\_\_ Documents on \_\_\_\_\_ Checks

Approved By: 15

Keyed By: \_\_\_\_\_

COMMENT(S):

Code \_\_\_\_\_

Attention: \_\_\_\_\_

SECURE TITLE  
 SUITE 100  
 11155 DOLFIELD BLVD  
 OWINGS MILLS MD 21117-3259

CUST ID: 0002285712  
 WORK ORDER: 0001728750  
 DATE: 05-28-2009 08:42 PM  
 AMT. PAID: \$155.00

**ARTICLES OF ORGANIZATION**

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

(1) The name of the Limited Liability Company is: COMPETITIVE ADVANTAGE MEDIA GROUP, L.L.C.

(2) The purpose for which the Limited Liability Company is filed is as follows: TO PROVIDE  
MARKETING SERVICES TO BUSINESSES.

(3) The address of the Limited Liability Company in Maryland is 18 FARM GATE WAY, REISTERSTOWN,  
MD 21136

(4) The resident agent of the Limited Liability Company in Maryland is JONATHAN S. BACH, ESQ.

whose address is 11155 DOLFIELD BLVD., STE 100, OWINGS MILLS, MD 21117

(5) \* 

\* Brandon Glickstein

Signature(s) of Authorized Person(s)

Filing party's return address:

11155 DOLFIELD BLVD., STE 100  
(7)

OWINGS MILLS, MD 21117

(6) 

Resident Agent

I hereby consent to my designation in this document.

CUST ID:0002285712  
WORK ORDER:0001728750  
DATE:05-28-2009 08:42 PM  
AMT. PAID:\$155.00

Brandon Glickstein 9/15/2016

Page 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

FRANK A. and SHELLY PALOMBARO, JR.,  
et al.,

Plaintiffs

Case No.

\* 1:15-CV-00792-SJD

vs.

EMERY FEDERAL CREDIT UNION,

Defendant

\* \* \* \* \*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
NORTHERN DIVISION

EDWARD J. FANGMAN, et al.,

Plaintiffs

\* Civil Action No.  
1:14-CV-0081-RDB

vs.

GENUINE TITLE, LLC, et al.,

Defendants

\* \* \* \* \*

VIDEO DEPOSITION OF BRANDON GLICKSTEIN  
Thursday, September 15, 2016  
Towson, Maryland

Reported By: Laurie Baker

\* \* \* \* \*

EVANS REPORTING SERVICE  
The Munsey Building, Suite 705  
Seven North Calvert Street  
Baltimore, Maryland 21202

1 VIDEO DEPOSITION OF BRANDON GLICKSTEIN  
2 Video Deposition of Brandon Glickstein,  
3 taken in the above-entitled case on Thursday,  
4 September 15, 2016, commencing at 10:09 a.m., at 600  
5 Washington Avenue, Suite 200, Towson, Maryland  
6 21204, and transcribed by Laurie Baker, a Notary  
7 Public and Shorthand Reporter.

8

9

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21

EVANS REPORTING SERVICE  
The Munsey Building, Suite 705  
Seven North Calvert Street  
Baltimore, Maryland 21202  
410.727.7100 800.256.8410



1 APPEARANCES:

2 MICHAEL PAUL SMITH, ESQUIRE  
3 SARAH ZADROZNY, ESQUIRE  
4 Smith Gildea & Schmidt, LLC  
5 600 Washington Avenue, Suite 200  
6 Towson, Maryland 21204  
7 410-821-0070  
8 mpsmith@sgs-law.com  
9 ON BEHALF OF PLAINTIFFS

10 ARI KAREN, ESQUIRE  
11 Offit Kurman  
12 4800 Montgomery Lane, 9th Floor  
13 Bethesda, Maryland 20814  
14 240-507-1700  
15 akaren@offitkurman.com  
16 ON BEHALF OF WITNESS, Brandon Glickstein

17 BRIAN L. MOFFET, ESQUIRE  
18 Miles & Stockbridge  
19 100 Light Street  
20 Baltimore, Maryland 21202  
21 410-385-3656  
22 bmoffet@milesstockbridge.com  
23 ON BEHALF OF DEFENDANT, West Town Bank (MD case)

24 MICHAEL Y. KIEVAL, ESQUIRE  
25 Weiner Brodsky Kider, PC  
26 1300 19th Street NW 5th Floor  
27 Washington DC 20036-1609  
28 202-628-2000  
29 kieval@thewbkfirm.com  
30 ON BEHALF OF DEFENDANT, Emery Federal Credit Union

31 ALSO PRESENT: Matthew Roe

Brandon Glickstein 9/15/2016

Page 16

1 shifted away, at least as to your contacts, from  
2 paying people to doing something else for them?

3 A Yes.

4 Q Do you know about when that shift in your  
5 personal practices at Genuine Title changed?

6 A Roughly 2008, 2009.

7 Q What was the change that you made in how  
8 you were providing things of value to these brokers  
9 or branch managers in exchange for referrals?

10 A So the shift was to a different concept  
11 where we would do marketing rather than paying a  
12 particular client.

13 Q When you say client, are you talking about  
14 branch managers and brokers?

15 A Yes.

16 Q And when you say marketing, what does  
17 marketing entail?

18 A So --

19 Q In your model.

20 A So marketing would be in this particular  
21 model -- so let me define. Marketing would be a

Brandon Glickstein 9/15/2016

Page 17

1 component of direct mail.

2 Q All right. And did those components  
3 include Genuine Title paying for the purchase of  
4 leads that fit certain profiles that brokers or  
5 branch managers were asking for?

6 A Yes.

7 Q Did marketing include providing postage to  
8 branch managers or brokers for referrals?

9 A Yes.

10 Q Did marketing include designing the copy  
11 for the mailers that were being sent on behalf of  
12 the banks that these people worked for?

13 A Yes.

14 Q Now, for all the banks that you were doing  
15 business with, was it the same level of marketing  
16 that you gave to each one? Meaning for some people  
17 did you do leads only? For other people you did  
18 marketing and leads and postage, and for others you  
19 did just leads and marketing and they did the  
20 postage?

21 A Yes. There were different arrangements.

Brandon Glickstein 9/15/2016

Page 18

1 Q Okay. For different banks?

2 A For different banks.

3 Q Now, how would you keep track of how much  
4 marketing that this individual and their bank was  
5 entitled to for free or for credit?

6 A So it's important in answering that  
7 question that I separate the marketing that you were  
8 just referring to, which would have been let's say  
9 big banks, big retail banks.

10 Q Such as Wells Fargo?

11 A Right.

12 Q Bank of America, Citi?

13 A Correct. So there's -- to answer that  
14 question, I need to separate the two business  
15 models. So the big banks would receive data,  
16 meaning leads, the recipients of a direct mail  
17 advertisement, print services and postage. Any  
18 combination of.

19 So that would not be based on a --  
20 that would just be based on really as much as they  
21 can handle. That would be -- if they can handle X

Brandon Glickstein 9/15/2016

Page 43

1 and they have ten guys in their office who are  
2 generating deals, how are we -- you asked me to  
3 provide a percentage.

4 Q Why don't we try it this way. Between  
5 2009 and 2014, what percentage out of your book of  
6 business of loans referred to Genuine Title were  
7 supported by benefits such as leads, marketing,  
8 money, or stamps in exchange for those referrals?

9 MR. KIEVAL: Objection to form.

10 MR. MOFFET: Objection.

11 A If we take out the -- if we take out -- if  
12 you just look at the total loans, I think I can --  
13 that would probably be 90 percent.

14 Q So now let me make sure I understand. So  
15 if we took all the loans that came in through you  
16 and your relationship with branch managers and loan  
17 officers, more than 90 percent, or 90 percent or  
18 more of those people -- of those loans that were  
19 closed with Genuine Title had either a marketing  
20 credit or leads going to or money going to that  
21 referral source?

1 A No.

2 Q Is there any way I can determine whether  
3 Genuine Title's arrangements with either CAM,  
4 Brandon Glickstein, Inc, or a lender factored into a  
5 particular borrower's settlement costs?

6 A I would say you would pull examples of  
7 HUDs.

8 Q What -- they would show me the actual cost  
9 charged, correct?

10 A Correct.

11 Q How do I know whether those costs were  
12 influenced by whether Genuine Title was paying \$100  
13 in my example or not?

14 MR. SMITH: Objection.

15 A So let me get clarity. So what you're  
16 asking is how you would determine by looking at  
17 client Bank A's HUD or fees versus Bank B, how can  
18 you determine if there -- if the fees were affected  
19 by the deal?

20 Q Correct.

21 A You know, I don't know how you could

1 determine that.

2 Q Either do I. That's why I was asking.

3 A Got it.

4 MR. MOFFET: I have no further questions.

5 MR. SMITH: Just a couple questions.

6 RE-EXAMINATION BY MR. SMITH:

7 Q Take a look at Exhibit Number 31.

8 Specifically look at the dates and the time period  
9 of the invoices there.

10 A Specifically look at the dates.

11 Q The dates and the invoice, but I wanted  
12 you to be paying attention to the dates as well.

13 A Got it.

14 Q Okay. You were asked questions about  
15 whether credits could be for botched jobs and/or  
16 poor performance. Do you believe that all the  
17 invoices that are reflected in Exhibit 31 were for  
18 botched jobs?

19 A Do I believe?

20 Q Yeah. More likely so than not so that all  
21 those invoices were for botched jobs, or is it more

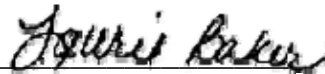
1 STATE OF MARYLAND )  
 )  
2 COUNTY OF CARROLL )

3 I, Laurie Baker, a Notary Public of the  
4 State of Maryland, County of Carroll, do hereby certify that  
5 the within-named witness personally appeared before me at  
6 the time and place herein set out, and after having been  
7 first duly sworn by me, according to law, was examined by  
8 counsel.

9 I further certify that the examination  
10 was recorded stenographically by me and this transcript is a  
11 true record of the proceedings.

12  
13 I further certify that I am not of  
14 counsel to any of the parties, nor an employee of counsel,  
15 nor related to any of the parties, nor in any way interested  
16 in the outcome of the action.

17 As witness my hand and seal this 17th day  
18 of September 2016.

19 

20 LAURIE BAKER



21 My Commission Expires 09-01-18



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WITNESS CERTIFICATION

I, BRANDON GLICKSTEIN, hereby certify that I have read the foregoing transcript of my deposition taken in the aforementioned case on September 15, 2016.

I further certify that the transcript is a true and correct transcription of the deposition with the addition of the errata sheet, which is hereby made a part of the deposition.

Dated this            day of            , 2016.

\_\_\_\_\_

BRANDON GLICKSTEIN

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
NORTHERN DIVISION**

EDWARD J. FANGMAN, *et al.* \*  
*Plaintiffs,* \* Civil Action No.:1:14-cv-00081-RDB  
v. \*  
GENUINE TITLE, LLC, *et al.*, \*  
*Defendants.* \*

\* \* \* \* \*

**AFFIDAVIT OF JAY ZUKERBERG**

Comes now Jay Zukerberg, being first duly sworn upon his oath, deposes and states as follows:

1. My name is Jay Zukerberg, I am over the age of eighteen (18), am competent to testify and the information contained herein is based upon personal knowledge.
2. I was the President of Genuine Title, LLC from March 2005 until April 2014.
3. Genuine Title was in the business of providing title and settlement services and was licensed in many states including the states of Maryland and Ohio.
4. During its existence, Genuine Title paid for marketing materials, leads and handled the coordination of marketing programs on behalf of brokers, managers, banks and other lenders. Genuine Title paid for these materials and leads and coordinated the marketing programs in exchange for an agreement from these same brokers, managers, banks and/or other lenders (“Referrers for Material”) to refer borrowers to Genuine Title for title services, including the closing of loans. (“Free Marketing Material Agreements”). Over the course of Genuine Title’s existence, Genuine Title spent significant sums of money on the Free Marketing Material Agreements.

5. Genuine Title also had agreements with brokers, lenders, lenders' owners and/or managers ("Referrers for Money") to pay money to Referrers for Money for each borrower they, their office, or in some cases, their company referred to Genuine Title for title services, including the closing of loans. ("Referring Money Agreements") Over the course of Genuine Title's existence, Genuine Title spent millions of dollars on Referring Money Agreements. Under the Referring Money Agreements, Genuine Title paid a specific money amount or split of profit to each Referrer for each loan they referred which closed at Genuine Title.
  
6. The costs of the Referring Money Agreements and Free Marketing Materials (collectively, "Referring Agreement Costs") were paid on a monthly basis based on the number of referred settlements in the previous month. Genuine Title would have preferred to compete by providing lower pricing instead of paying Referring Agreement Costs and kickbacks. However, it was very obvious to me the payment of Referring Agreement Costs and other kickbacks was the far more effective way to increase market share in our particular market, even though it was prohibited by law. Ultimately, the Referring Agreement Costs was paid by the borrowers out of the settlement costs presented on the HUD-1s. Neither the Referrers for Material nor the Referrers for Money provided any title services associated with any of the Referring Agreement Costs. The Referring Agreement Costs were solely for the referral of the borrowers to Genuine Title.

I declare under the penalty of perjury and upon personal knowledge that the foregoing is true and correct.

5/20/16

Executed on:


  
Jay Zukerberg, Affiant

EXHIBIT 5

-----  
IN RE: :  
          GENUINE TITLE, LLC :  
                                  : IN THE CONSUMER  
                                  : PROTECTION DIVISION  
                                  : THE OFFICE OF  
                                  : THE ATTORNEY GENERAL  
                                  : OF MARYLAND  
-----

Thursday, April 24, 2014

Deposition of

JAY ZUCKERBERG,

the Respondent, called for examination by counsel for the Consumer Protection Division, pursuant to Notice, at the Office of the Maryland Attorney General, 200 St. Paul Place, 16<sup>th</sup> Floor, Baltimore, Maryland 21202, commencing at 10:02 a.m., there being present on behalf of the respective parties:

HUNT REPORTING COMPANY  
Court Reporting and Litigation Support  
Serving Maryland, Washington, and Virginia  
410-766-HUNT (4868)  
1-800-950-DEPO (3376)

ON BEHALF OF THE CONSUMER PROTECTION DIVISION:

JEFFREY EVANS, ESQUIRE  
Assistant Attorney General  
Office of the Attorney General  
Consumer Protection Division  
200 St. Paul Place  
16<sup>th</sup> Floor  
Baltimore, Maryland 21202

ON BEHALF OF THE RESPONDENT:

J. STEVEN LOVEJOY, ESQUIRE  
Shumaker Williams, P.C.  
Dulaney Center II  
901 Dulaney Valley Road  
Suite 610  
Towson, Maryland 21204

AND

MICHELLE N. LIPKOWITZ, ESQUIRE  
Saul Ewing  
Lockwood Place  
500 East Pratt Street  
Baltimore, Maryland 21202-3133

ALSO PRESENT: GENESEA STOUT  
PETER BRADY  
CAROL A. FRYE  
LUCY CARDWELL

REPORTED BY: GEOFFREY L. HUNT, CVR-CM, NOTARY PUBLIC

- - -

HUNT REPORTING COMPANY  
Court Reporting and Litigation Support  
Serving Maryland, Washington, and Virginia  
410-766-HUNT (4868)  
1-800-950-DEPO (3376)

1 of Maryland.

2 Q Okay. So the ones that Maryland sent out?

3 A Correct. Those went out prior to the CFPB  
4 one that came to me.

5 Q Okay. So as soon as -- as the recipients of  
6 the checks got those subpoenas, the practice stopped  
7 immediately?

8 A Yes.

9 Q Okay. And then sometime later, you got the  
10 CID from the CFPB?

11 A Correct.

12 Q All right. So I'm assuming that you sort of  
13 used Gary Klopp as an example, but was the practice  
14 with the other recipients of the payments basically the  
15 same as it was with Gary Klopp?

16 A Yes, except like Angela's. I would mail her  
17 check because she was in Bel Air, Maryland. Gary, I  
18 would -- I mean, Adam Ellis, I would mail his check.

19 Q Okay.

20 A But, yes, it was the same -- same practice.

21 Q Okay. So either you communicated with them

1 via e-mail or via text?

2 A Not really text, but mostly via e-mail.

3 Q Okay. So Gary was really the only one you  
4 texted with about this subject matter?

5 A Yes. And it was really insignificant just  
6 because, again, Gary was very laid back. It wasn't --  
7 he just -- he would give me an amount of how many loans  
8 he closed and then every blue moon, I would give him a  
9 figure, but normally I would just write a check and he  
10 would come by and get it.

11 Q Okay. So --

12 A Very little communication on the number.

13 Q Okay. So in -- we're -- we're sort of in  
14 whatever it is, the fall of 2013. Did you communicate  
15 at any of these meetings you had with the recipients of  
16 those subpoenas that you didn't have any of the e-mails  
17 because they automatically deleted after a couple of  
18 weeks?

19 A No, that was never a conversation I had with  
20 any of them.

21 Q Okay. So you never discussed the lack of e-

1 mail in your possession with any of the recipients of  
2 the State subpoenas?

3 A Not that I remember, no.

4 Q Okay. And did you ever have any discussion  
5 with them about whether they had any e-mails that would  
6 be responsive?

7 A No.

8 MR. EVANS: Okay. You want to mark that as  
9 Exhibit -- what are we at, 3?

10 THE REPORTER: Three, correct.

11 (Whereupon, the document was marked for  
12 identification as Zuckerberg Deposition Exhibit No. 3.)

13 BY MR. EVANS:

14 Q There you go, Mr. Zuckerberg. I'm handing  
15 you what's been marked as Exhibit 3. Do you recognize  
16 the document?

17 A Yes.

18 Q Okay. You've had some testimony about the  
19 title services agreement that you asked the recipients  
20 of the referral fees to execute in the fall of 2013.  
21 Is this one of those agreements?



1 A Yes.

2 Q Okay. And in this particular case, the  
3 agreement is with Mark, LLC?

4 A Correct.

5 Q All right. And that's the -- the LLC that is  
6 owned by Angela Pobletts?

7 A Correct.

8 Q Okay. And so you made the referral payments  
9 into Mark, LLC?

10 A Correct.

11 Q Okay. And if I understand you right, this  
12 document is basically identical to the one that was  
13 given to you by the Federal Savings Bank?

14 A Correct.

15 Q All right. And you discussed maybe changing  
16 the fee schedule. If you could look on the last page  
17 of the document, it's Exhibit A, fee schedule.

18 A Yes.

19 Q Okay. And it -- on the left side, it has  
20 some administrative service and then on the right side,  
21 it has a fee per file?

1           A     Correct.

2           Q     Okay.  Is it fair to say that Angela Pobletts  
3     did not perform any of these administrative services  
4     for Genuine Title?

5           A     Yes.

6           Q     And it's also fair to say that you weren't  
7     paying her the fee per file listed on the right side of  
8     the page as a result of her performing the services?

9           A     Correct.

10          Q     Okay.  These were simply an effort to mask  
11     the payments that you had been making for the referral  
12     fees?

13          A     Correct.

14          Q     Okay.  And the other entities we've just  
15     talked about, they all executed documents that were  
16     basically identical to this one?

17          A     Correct.  Now, let me clarify something  
18     'cause this will be important when we get to Federal  
19     Savings Bank.

20                     So there is something on here that says  
21     obtain payoff information.  So certain clients did

1 obtain the payoff, but that definitely wasn't something  
2 that we discussed that would be paid because of that.

3 Q Right. You weren't -- you weren't paying --

4 A But --

5 Q -- Angela for obtaining the payoff?

6 A But she may have obtained the payoff --

7 Q Right.

8 A -- anyway.

9 Q Okay. But she -- she would have done that as  
10 her role as the mortgage originator so that the deal  
11 could close?

12 A Correct.

13 Q Not so that she could earn a \$75.00 payment  
14 from you?

15 A Correct.

16 Q Okay. All right. So -- and -- and  
17 agreements that are basically identical to this  
18 agreement were signed by the other entities that we've  
19 just talked about?

20 A Correct.

21 Q All right. And I think you referred earlier

1 to the fact that when you started making these referral  
2 payments that there were other title companies that  
3 were offering similar inducements to the mortgage  
4 originators in order to refer settlement work to them?

5 A Correct.

6 Q And who were those?

7 A I don't know specific names. I know there's  
8 an All Star Title is one of our competitors. Again, I  
9 don't -- I didn't work at All Star, so I don't know --  
10 I can only speculate.

11 Q Well, I mean, did you form some understanding  
12 as a result of --

13 A Formed an understanding that there was other  
14 title companies willing to market or do other things.

15 Q Okay. And -- and you formed that because you  
16 were talking to these mortgage originators who were  
17 telling you that other title companies are offering  
18 them inducements?

19 A Correct.

20 Q Okay. I mean, is that how it happened?

21 A On a few of them. I'll give you an example.

1 Like not -- not Gary only because I've known Gary.  
2 Gary was going to give me the business -- even if  
3 another title company was offering him something, he  
4 would have brought it in my direction.

5 So I don't really like know if Gary Klopp  
6 actually got offered something from somebody else. I  
7 would assume he did. That might be a question for  
8 Gary. But like I know Angela, I believe, was getting  
9 marketing paid for by All Star Title.

10 Q And -- and why do you say that?

11 A Because she told me.

12 Q Okay. And do you know -- what was -- what  
13 did she tell you about it? What was the form of the  
14 marketing that they were paying for?

15 A They were paying for mail, for her to -- for  
16 her to send -- them to send mail out for her.

17 Q Okay. And when you say paying for mail, what  
18 does -- what does that mean?

19 A Mail to homeowners to try to get closings.

20 Q Okay.

21 A Like a marketing piece.

1 Q And how were they coming up with the list of  
2 the homeowners in order to send the mailing to?

3 A I don't know how they were doing it. It's  
4 not hard.

5 Q Okay.

6 A You can buy a list from -- there's a hundred  
7 places to buy a list from.

8 Q Okay. And so it's your belief that they were  
9 buying the lists for her?

10 A Buying the list and mailing -- and doing the  
11 actual mail for her as well.

12 Q Okay. So they would buy a list, prepare a  
13 letter, stuff the letter in an envelope --

14 A Correct.

15 Q -- and pay for the postage?

16 A Correct.

17 Q Okay. And when did she tell you that that  
18 was happening?

19 A I guess prior to us doing business. So I'm  
20 not sure when the first check to Mark, LLC was, but  
21 prior to that, I believe she was using All Star before

1 us.

2 Q Okay. And do you know if she continued to  
3 use All Star after you started making the payments?

4 A I don't know. I don't think so.

5 Q You think she switched over and used you  
6 exclusively?

7 A Yes.

8 Q Okay. Anybody else?

9 A I'm not sure. I'm not sure offhand any other  
10 title companies that I can think of.

11 Q Okay. So you don't remember having any  
12 conversations with these mortgage originators --

13 A A few --

14 Q -- about other title companies offering them  
15 inducements?

16 A I do, but I don't remember the names of the  
17 title companies.

18 Q Okay. Who -- do you remember who you had the  
19 conversation with?

20 A I do know Net Equity was dealing with -- I  
21 know who, Casa Title, Mi Casa Title.

1 Q Okay. Like M -- M-I separate word C-A-S-A?

2 A It has two names. It's Moe somebody. I  
3 don't know his last name. He's over in Pikesville.  
4 Moe Casa.

5 Q Okay. So you think Casa is the last name?

6 A I'm just trying to remember. Jesus. What's  
7 the name of that title company? The guy's name is Moe.  
8 He owns a title company and I believe it's -- it's a  
9 weird name.

10 Q Okay.

11 A So that's --

12 Q Okay. So you had a conversation with -- is  
13 it --

14 A Bill.

15 Q What's his name again? Bill Peterson?

16 A Correct.

17 Q At Net Equity about --

18 A While we were already doing business, at some  
19 point, he was working with them. And I know he was  
20 getting stuff from them as well.

21 Q Okay. I mean, what kind of stuff did he say



1 he was getting from them?

2 A I mean, I don't know if he was getting cash  
3 or -- or if they were paying his LLC, but one or the  
4 other.

5 Q Okay. If you -- if you're not thinking about  
6 it at some point later in the deposition the name pops  
7 into your head, just scream it out.

8 A Okay.

9 Q And we'll -- we'll know what you're talking  
10 about.

11 A It'll drive me crazy.

12 Q Okay. Okay. So we've got -- okay. Does --  
13 how about M-I C-A-S-A Title Group?

14 A That's the name in Pikesville?

15 MS. LIPKOWITZ: It's in -- this had a  
16 Baltimore address.

17 MR. LOVEJOY: Pikesville is Baltimore.

18 MS. LIPKOWITZ: What city? What's the  
19 street?

20 MR. LOVEJOY: It's 21208.

21 THE WITNESS: I can definitely get that info.

1 I just -- I don't have it.

2 MS. LIPKOWITZ: That's in Baltimore, 6  
3 Reservoir Circle.

4 THE WITNESS: Yes, that's it.

5 MS. LIPKOWITZ: Okay.

6 MR. EVANS: Okay. For -- for the record,  
7 we're looking at a Mi Casa Website.

8 So does the -- the entity that you're  
9 referring to appear to be the same as we're looking at  
10 on that Website?

11 THE WITNESS: Yes.

12 BY MR. EVANS:

13 Q Okay. Okay. So we've got the All Star Title  
14 who was providing something for Angela Pobletts and Mi  
15 Casa Title who was providing something for Net Equity.

16 Do you remember any other conversations you  
17 had with folks who referred to other title companies  
18 giving them inducements?

19 A No. That's all I can think of for now.

20 Q Okay. And, again, if -- if you recall one --

21 A Yes.

1 Q -- later on and you want to volunteer it,  
2 please feel free to.

3 A Okay.

4 Q Okay. Do you -- can you think of any other  
5 entities or individuals that received the sort of  
6 direct cash payments from you for referring title work  
7 to it?

8 A Cash payments?

9 Q Yeah.

10 A I never paid cash to anybody.

11 Q Well, check.

12 A Oh.

13 Q I mean, when I say it, I just mean direct  
14 payments.

15 A Oh, okay. No.

16 Q Okay. So we've talked about the universe of  
17 people that received those kind of payments?

18 A Correct.

19 Q Okay. And then in addition to the direct  
20 cash payments, did Genuine Title also pay for marketing  
21 for some banks?

1 A Yes.

2 Q Okay. And when I say banks, I -- I really  
3 mean individual mortgage originators who work for big  
4 banks.

5 A Yes.

6 Q Okay. Who were the banks that Genuine Title  
7 provided marketing for?

8 A Federal Savings Bank, Wells Fargo, PNC, Emory  
9 Federal Credit Union. I believe that's it, but that's  
10 a lot of universe right there.

11 Q Okay. Do you remember ever providing any  
12 marketing services for somebody at Chase?

13 A Brandon may have. There may have been -- he  
14 dealt with Chase and PNC, but it is possible we did do  
15 something at Chase, very -- very few, if I'm not  
16 mistaken.

17 Q Okay. So you say Brandon dealt with PNC and  
18 possibly Chase? Did he deal with anybody else on that  
19 list of the banks you just gave us?

20 A No. Not that I believe so, no.

21 Q Okay. So who was in charge of handling the

1 relationship for those other entities?

2 A Brandon Glickstein.

3 Q Oh, okay. So he was -- he --

4 A Oh, oh, for all the entities --

5 Q Yeah.

6 A -- I just named?

7 Q Sorry. Maybe I was confusing. I don't know.

8 A No, that's okay. Yes, Brandon was in charge  
9 of Wells, PNC. What was the other one I gave you?

10 Q Emory.

11 A Federal, Emory.

12 Q And Federal?

13 A Correct.

14 Q Okay. Let me -- so --

15 A Now, not all Emory 'cause, you know -- but  
16 anybody he sent mail out for through Emory was Brandon.  
17 I didn't send mail out for my people.

18 Q Okay. So when you say Emory, was it other  
19 Emory branches than the ones --

20 A Correct.

21 Q -- that you were taking care of?

1 A Right.

2 Q Okay.

3 A He didn't do any mail for the people that I  
4 told you about already.

5 Q Okay. Did -- did -- did he do the sort of  
6 direct payments for any of these entities or any of the  
7 mortgage brokers at these entities that we're talking  
8 about the way you did for the ones we've just  
9 discussed?

10 A I don't believe so, no.

11 Q Okay. So the -- the -- the services that --  
12 that he provided for his clients were -- they paid for  
13 marketing?

14 A Correct.

15 Q Okay. And explain how that worked.

16 A All right. A few of them were different, so  
17 which one do you want to start with?

18 Q Let's start with Wells Fargo.

19 A So Wells Fargo, the way it worked with Wells  
20 originally was we had an account with a company called  
21 Core Logic which is a data company, First American Core

1 Logic, and we got very cheap, inexpensive data. I  
2 believe we paid six cents per name.

3 So the way it originally started was we would  
4 buy a marketing list of data for the Wells clients, the  
5 Wells loan officers. And then what they would do at  
6 that point was they would then mail out a letter, which  
7 we did help produce, which was approved by Wells  
8 corporate, you know, the actual letter.

9 Q Okay.

10 A It would be a Wells' corporate approved  
11 letter. You know, it had to go through their  
12 compliance. And then the --

13 Q Did -- did the letter go out on Wells'  
14 stationery?

15 A Yes. The loan officers in the beginning got  
16 the stationery from -- you know, you -- as a Wells'  
17 loan officer, you're allowed to mail.

18 Q Sure.

19 A So you would just ask them for letterhead and  
20 stationery and, you know, the envelope, I guess. And  
21 then it would be up to the managers -- each individual

1 branch manager is on a P&L, so it would be up to them  
2 whether they would let you use their postage or you'd  
3 have to do it yourself.

4 So in the beginning, the managers, you know,  
5 allowed the loan officers to mail from their postage  
6 machine. And it started to catch fire where, you know,  
7 we would spend, say, \$30.00 on data and these loan  
8 officers would mail out, you know, a couple hundred  
9 pieces a week and next thing you know, we're closing  
10 four or five deals off a \$30.00 investment.

11 And the loan officers were all extremely  
12 happy and obviously it goes upwards. Branch managers  
13 of Wells were happy, you know, their retail -- I mean,  
14 the area manager and so forth. And everybody profited  
15 from that.

16 Q Right.

17 A Then there was a -- you know, one person  
18 would see somebody making money in mail, so they would  
19 then ask, hey, what are you doing. And then that's how  
20 we got in with so many Wells' loan officers. It was  
21 just kind of a -- you know, it spiraled into this one



1 for this one to this one just 'cause we found a niche  
2 with Wells. So we had a -- you know, a bunch of  
3 different offices that we were mailing for.

4 Q Okay. Where were -- where were the offices?

5 A There was one down on Light Street in  
6 Baltimore. There was one in White Marsh, Towson.  
7 There was one or two in Virginia. I believe Fairfax, I  
8 think, was one and Vienna maybe was another.

9 I'm trying to think what else. We did a lot  
10 of business with the Reisterstown branch, but I don't  
11 believe we mailed for them. Let me try to think what  
12 other one we mailed for. Maybe Owings Mills, Columbia.

13 So the way it started was, like I said, we  
14 did the data. Then --

15 Q When -- when did it -- when did that start?

16 A I don't know the exact date. I'd say 2010 --

17 Q Okay.

18 A -- at some point.

19 Q Around --

20 A That sounds -- sounds about right.

21 Q Around 2010?

1           A     Yeah. I think it started, you know, slow  
2     progress 2010 and went from there.

3           Q     Who was the original either branch or broker  
4     that you remember sort of started the whole thing?

5           A     I think Towson was the first branch or --  
6     yeah, York Road. I believe Towson was the first branch  
7     that started it.

8           Q     Okay. Okay. And was the -- did -- did you  
9     personally ever meet with or talk to any of the Wells  
10    Fargo people about, you know, the letters, the  
11    mailings, how we were doing it, all that sort of stuff?

12          A     No. I mean, what would happen was Brandon  
13    would pinpoint -- because what -- what he did was --  
14    again, there is a -- there is a skill to actually get  
15    correct data. It's not just, you know, picking data  
16    out of the air and sending it out.

17                    So Brandon was pretty good at finding the  
18    good data, you know, the correct names that would  
19    actually get a good response, you know, that could help  
20    the customer --

21          Q     Okay. So --

1           A     -- like somebody that really needed to refi  
2 because they were in a higher rate, for example, so he  
3 and a guy named Ken Bartz, B-A-R-T-Z -- Ken pretty much  
4 created a letter that would get -- you know, he's a  
5 good marketing person. So he kind of created a letter  
6 with Brandon that would get a good direct mail response  
7 along with the data.

8                     So you have the letter and the data that  
9 would get the response. So he started in Towson and I  
10 know they got a few, then went over to Columbia and,  
11 you know, so forth.

12                    So I went to -- I didn't go to any of those  
13 kind of meetings, but, you know, I -- I've been to  
14 their office before and just --

15           Q     Okay.

16           A     -- you know, I'd make appearance and say,  
17 hey, how you doing.

18           Q     Okay. But you -- I mean, you knew it was  
19 happening?

20           A     Yes.

21           Q     Okay. And -- and you were okay, I mean, you

1 approved of Brandon doing the marketing in order to get  
2 increased business from Wells Fargo?

3 A Correct.

4 Q Did Ken Bartz work for Genuine Title?

5 A He didn't at first. He pretty much just  
6 worked with Brandon and then at some point, we put him  
7 on payroll. I believe, 2013, I think, I put him on  
8 payroll.

9 Q Okay. At Genuine Title?

10 A Correct. Yeah, I got -- yes. Correct.

11 Q Was he a W-2 or was he a 1099?

12 A He originally was a 1099. Again, it's a  
13 whole 'nother conversation. But when we would pay --  
14 when I'd do commissions with Brandon, you know, Brandon  
15 -- a certain portion would go to Ken and then I'd write  
16 Ken checks.

17 But then I think I got a DLLR audit and got  
18 hit pretty hard with 1099'ing people that should have  
19 been on payroll. So at that point, I said you have to  
20 go on payroll, so I don't --

21 Q Okay.

1 A -- so I do it properly.

2 Q Okay. So you put him on payroll, but you  
3 still paid him the same way? You --

4 A Correct.

5 Q -- you paid him a commission for each one of  
6 the deals that closed?

7 A Right. Correct.

8 Q And he shared that commission with Brandon?

9 A Correct.

10 Q Did he do anything independent of Brandon?

11 A I don't know. I'm not -- I'm not sure.

12 Q Okay. All right. So -- so it sounds like  
13 when it starts at least --

14 A Well, you -- wait. When you say independent,  
15 like just me and him or --

16 Q Or him, you know, for Genuine Title on his  
17 own.

18 A No. Everything was working with Brandon.

19 Q Okay. So at least initially when it started  
20 out, Brandon had some skills in sort of mining this  
21 Core Logic data to find good names?

1 A Correct.

2 Q And he would -- and then Genuine Title would  
3 pay six cents per name to Core Logic?

4 A Correct.

5 Q And he would take that and let's say that he  
6 pulled out a thousand.

7 A Well, it would be more like a hundred  
8 thousand names.

9 Q Okay. So he pulls out a hundred thousand  
10 names.

11 A And -- and then he would, you know, chip off  
12 X amount of names. So this person, you suppress the  
13 data so you don't give people the same data.

14 Q Okay.

15 A So you get 500 and you get 500, you know, and  
16 suppress what we've already given to somebody else --

17 Q Okay.

18 A -- in the system.

19 Q Okay. So you split it up amongst the people  
20 who are going to get the names?

21 A Correct.

1 Q And then he and Ken had prepared sort of a  
2 form letter that they would then put on whatever bank  
3 the broker worked at, their stationery?

4 A No. Okay. So they worked on a letter to  
5 give to -- this is before the Wells people were  
6 actually doing mailings themselves.

7 Q Okay.

8 A I mean, you know, this was while they were  
9 doing their own mail and we were just giving them the  
10 data.

11 Q Okay.

12 A So he would help them. He would show them  
13 how to do what's called a mail merge.

14 Q Uh-huh.

15 A So he would kind of tell them how to do it  
16 because these guys didn't really, you know, here's how  
17 you do a mail merge.

18 Q How did he give him the Core Logic names?

19 A How did Brandon give it to them?

20 Q Yeah.

21 A I don't know. I would assume e-mailed it. I

1 don't know how else, you know.

2 Q Okay.

3 A I'm not positive, but that's what I would  
4 assume.

5 Q Okay. So somehow he got it to them?

6 A Correct.

7 Q And he explained to them how they could --

8 A How you can take those data and stick in your  
9 mail merge and then create, you know, the name to go on  
10 each individual --

11 Q Right.

12 A -- letter.

13 Q Create a thousand letters without actually --

14 A Correct.

15 Q -- typing a thousand letters?

16 A Exactly. Exactly.

17 Q Okay. And then -- and then initially,  
18 anyway, the branch paid for their own postage and sent  
19 these mailings out?

20 A Correct.

21 Q Okay. And the -- I guess the quid pro quo



1 was for -- if we give you all these names and pay for  
2 this marketing, then you're going to send those  
3 closings to us?

4 A Correct. It was just -- well, you know, it  
5 was known obviously we're going to help you create a  
6 deal and it would be nice if we could get the title out  
7 of the deal.

8 Q Right. But that was the understanding, we  
9 pay for the marketing, create the deal, you send the  
10 title work to us?

11 A Correct.

12 Q Okay. All right. So it start -- did -- was  
13 Wells Fargo the first bank that started out having the  
14 marketing paid for by Genuine Title?

15 A Yes.

16 Q Okay. And so initially you were just giving  
17 them this Core Logic data and it sounds like that  
18 changed.

19 A Correct. So then what happened was a few of  
20 the branch managers, you know, didn't see the business  
21 aspect of it and got a little greedy and decided to say

1 we -- we want you to keep mailing, but we're not going  
2 to pay for your postage any longer.

3 So then what would happen would be -- and  
4 they all knew. All the branch managers knew at the end  
5 of the day where the leads were coming from and --

6 Q Okay. So when you say they knew, how do you  
7 -- how do you know -- what's your basis for saying that  
8 they knew?

9 A They knew. I think the loan officers  
10 probably told them. And, you know, Brandon used to go  
11 in there all the time and work with them and -- so they  
12 -- they knew.

13 Q Okay. So, I mean, did Brandon sort of re --  
14 I mean, not that he -- well, he --

15 A Well, he would --

16 Q -- would report to you --

17 A -- tell me that --

18 Q -- but would he say, hey, I met with the  
19 branch manager in Towson and --

20 A Yeah. He even spoke to a few of the branch  
21 managers at certain points.

1           Q     Okay.  And -- and so he -- Brandon  
2     communicates to you that the branch managers are saying  
3     to him this is great, but we're tired of paying for all  
4     this postage?

5           A     I think the loan officers communicated to  
6     Brandon that they're not going to be paying for postage  
7     any longer.  So what happened was Brandon said, okay,  
8     you know, I think we should continue -- we should pay  
9     for the postage 'cause it's -- you know, for us, if it  
10    costs us two or three hundred dollars mailing and we  
11    closed five deals out of it, it's a home run for us, of  
12    course.

13          Q     Right.

14          A     So what ended up happening was they would  
15    then get the letterhead and the envelopes sent over to  
16    our office.  And then a mailing company like F&N  
17    Mailing would then pick up the supplies from us and  
18    then do whatever they do, their mail merge and get them  
19    licked, stamped and sent pretty much.

20          Q     Okay.  So -- so under that scenario, then it  
21    went from just providing the Core Logic data which is

1 roughly six cents per name --

2 A Correct.

3 Q -- to providing the Core Logic data which is  
4 still six cents a name --

5 A Correct.

6 Q -- plus --

7 A Fulfillment.

8 Q -- plus doing the fulfillment which is  
9 merging the data on to a letter --

10 A Correct.

11 Q -- and stuffing the letter in an envelope and  
12 then paying for postage?

13 A Correct.

14 Q Okay. So that -- and postage is whatever,  
15 somewhere between 32 and whatever it is now, 40  
16 something cents a stamp?

17 A Correct.

18 Q So that pushes the cost for one letter to at  
19 least 50 cents?

20 A Correct.

21 Q And we're not including whatever you paid to

1 F&N to do the fulfillment?

2 A Correct.

3 Q Okay. Do you know what it was -- what the --

4 A I -- I never dealt with F&N ever. I just  
5 stroked the checks. You know, I'd get an invoice and  
6 write them a check. I mean, I knew what it was for,  
7 but I didn't know the breakdown of the cost. You know,  
8 I think Brandon negotiated with them whatever the  
9 amount was to do the actual work, but I stroked the  
10 check.

11 Q Okay. All right. So -- so Brandon's working  
12 with the branch managers and the mortgage brokers at  
13 these various banks?

14 A Correct. Loan officers, right.

15 Q Okay. And you're -- you're -- essentially  
16 you're aware of what's happening and you're writing the  
17 checks to pay for it, but you're not directly  
18 responsible for maintaining the relationship?

19 A Correct.

20 Q Okay. All right. So we've gone from just  
21 providing the Core Logic data to basically doing --

1 A Fulfillment.

2 Q -- the full --

3 A Postage, right.

4 Q -- the full mailing?

5 A Correct.

6 Q And we've only talked about Wells Fargo. Did  
7 -- did your relationship with, say, PNC follow on a  
8 similar sort of track?

9 A Yes, but none of those were on the scale of  
10 Wells just because -- PNC, I believe there's only a few  
11 loan officers that were doing mail at PNC where Wells  
12 would probably have, I don't know, 50, 60. I mean,  
13 there was a lot.

14 Q Okay. I mean, you've talked about one, two,  
15 three, four, five, six -- at least six or seven  
16 branches. Were you doing mail for multiple mortgage  
17 brokers within each branch?

18 A Yes.

19 MR. LOVEJOY: Can I clarify?

20 MR. EVANS: Sure.

21 MR. LOVEJOY: Mortgage broker is a term of

1 art.

2 MR. EVANS: Okay.

3 MR. LOVEJOY: And he's corrected you twice  
4 and said loan officer.

5 MR. EVANS: Okay. I'm --

6 MR. LOVEJOY: So --

7 MR. EVANS: -- I'm -- that's fine. We'll  
8 call them loan officers.

9 MR. LOVEJOY: Okay. That's important.

10 MR. EVANS: That's fine.

11 Okay. So were you working with multiple loan  
12 officers within each branch?

13 THE WITNESS: Yes.

14 BY MR. EVANS:

15 Q Okay. All right. And so then -- and for  
16 Wells Fargo, what your recollection is is it was maybe  
17 somewhere between 50 and 60 loan officers?

18 A Correct.

19 Q Okay. And the time period again is from '010  
20 until when?

21 A I guess sometime in 2013.

1 Q Okay. And when -- when did it stop?

2 A When we got cut off from Wells Far -- well,  
3 no. We got cut off before it stopped. I'm trying to  
4 think of the time frame. I'd -- maybe February, March  
5 of 2013 possibly.

6 Q Okay. And what were the circumstances that  
7 caused it to stop? I mean, what -- you said Wells  
8 Fargo cut you off. What -- what happened?

9 A I would assume from you folks. I don't know.  
10 I'm not really sure how. I guess they knew there was  
11 an investigation going on, so they cut us off.

12 Q Okay. How was that -- I mean, what I'm  
13 trying to get at is how did you find out that you were  
14 cut off?

15 A From Wells Fargo.

16 Q So somebody at Wells Fargo spoke with you?

17 A We -- yeah, I think -- I believe we were  
18 trying to close a loan and they said, okay, but if the  
19 closing instructions aren't already sent, then they're  
20 no longer allowed to -- I guess that would be somebody  
21 in the closing department.



1 Q Okay.

2 A It would have been one of my people saying to  
3 me I'm trying to, you know, do a HUD, but we don't have  
4 the docs in, we're not getting them.

5 Q Okay. So at some point, Wells Fargo said  
6 we're not sending anything else to Genuine Title?

7 A Correct.

8 Q And you think that was around February of  
9 2013?

10 A No. That was after that. But they stopped  
11 doing mailings, I believe, around February. I don't  
12 know why. I just don't think we really mailed around  
13 that time.

14 Q Okay. So it --

15 A We got cut off -- we got cut off in 2014.

16 Q Okay. But you stopped doing the mailings in  
17 --

18 A I apologize. Sorry. Go back.

19 Q That's okay.

20 A I'm getting confused --

21 Q Yeah.

1 A -- with my dates here.

2 Q No, I know.

3 A I apologize.

4 Q It's --

5 A All right. We're in 2014 now.

6 Q Yes.

7 A All right. So I would say probably through -  
8 - all the way through -- yeah, but that's still about  
9 right as soon as all those subpoenas came out. It  
10 might have been mid April -- mid of 2013 that we pretty  
11 much stopped mailing for Wells Fargo.

12 Q Okay. Let me -- did you stop mailing before  
13 you got cut off or did you stop doing the mailings --

14 A We stopped mailing way before we got cut off.

15 Q Okay. So at some point, you stopped doing  
16 the mailings and then --

17 A Whenever we got sued, that's when it was.

18 Okay. I got -- I had -- there was a lawsuit -- okay.

19 Now I can give you better dates. There was a lawsuit

20 that came out around, yeah, around March of -- of 2013.

21 It was a class action lawsuit that somebody was suing

1 Wells Fargo and Genuine Title for leads, you know, for  
2 pretty much this thing that we're discussing. So I  
3 think when that came about is when we said no more mail  
4 obviously.

5 Q Okay.

6 A So I -- so it is about right. That's about  
7 March to April 2013. But we got cut off from Wells.  
8 We still were allowed to do business surprisingly to us  
9 for the next year. I was waiting for the hammer to  
10 drop from that day going forward 'cause I know Wells  
11 did like an internal investigation and things like  
12 that, you know, back in 2013.

13 Q Okay.

14 A So --

15 Q Okay. So then sometime after that lawsuit  
16 got filed, you actually stopped doing closings for  
17 Wells Fargo?

18 A Correct. Well, no. We stopped doing  
19 mailings for Wells Fargo.

20 Q Right. And then a couple of months later,  
21 you --

1           A     Then we didn't get cut off doing closings  
2     from Wells Fargo until a few months ago.

3           Q     Okay.

4           A     I think maybe January 2014.

5           Q     Okay. When you, I guess, made the decision  
6     to stop doing the mailings for Wells Fargo, who made  
7     that decision?

8           A     Me.

9           Q     You said we can't do that anymore?

10          A     Yes.

11          Q     And that was a direct result of the lawsuit  
12     that got filed?

13          A     Correct.

14          Q     Okay. And was your thinking that it looked  
15     bad or was your thinking that we shouldn't have been  
16     doing it in the first place and now that this lawsuit  
17     has been filed, we have to stop?

18          A     Yes, that part.

19          Q     The latter?

20          A     Yes.

21          Q     Okay. It wasn't just a public relations --

1           A     No. It was, all right, this is not smart,  
2     let's stop. This is not allowed and we shouldn't be  
3     doing it anymore.

4           Q     Okay. Did you -- did you know that it was  
5     not allowed before the lawsuit got filed but did it  
6     anyway or did you not really think that it wasn't  
7     allowed until after the lawsuit got filed?

8           A     I'm not an idiot. I knew we weren't allowed  
9     to do it.

10          Q     Okay.

11          A     I thought it was the better of the two evils.  
12     As opposed to sending out checks, at least we're  
13     creating business and helping people technically.

14          Q     Okay. So -- all right. So -- and you  
15     mentioned F&N Mailing Services. And so when you  
16     started doing the sort of -- the full-blown mailings  
17     for the loan officers, is F&N the only mailing service  
18     you used to do that?

19          A     I believe Minute Man Press at some point came  
20     in the mix. I'm not sure of the dates, but they did  
21     the same, you know, same thing --

1 Q Okay.

2 A -- as F&N.

3 Q Were they doing it for Wells Fargo or were  
4 they doing it for other banks?

5 A I believe just Wells Fargo for us. We  
6 weren't really doing -- most of the mail for the  
7 lenders was done for Wells Fargo.

8 Q Okay. All right. Do you know where the  
9 Minute Man Press office is that you were sending the  
10 checks to?

11 A I do not.

12 Q Okay. You remember sending checks to them  
13 though?

14 A Well, I think it was on my credit card, on my  
15 American Express.

16 Q Okay.

17 A So --

18 Q Okay. So if it went through your American  
19 Express, we would see some charges to Minute Man Press?

20 A Yes.

21 Q And you believe that those are paying for the

1 mailings which are similar to the mailings that you did  
2 for F&N that you paid by check?

3 A Correct.

4 Q Okay. Any other mailing companies that you  
5 used besides those two?

6 A Not to my knowledge, no.

7 Q Do you remember personally ever meeting with  
8 the branch managers for any of the banks to discuss the  
9 marketing arrangement?

10 A No, I was never involved in the actual --  
11 I've met with a few of the branch managers just to  
12 introduce myself, but I didn't discuss marketing.

13 Q Okay. But you never had any discussion with  
14 them about doing the mailings and that kind of thing?

15 A No. That was more, I believe, between  
16 Brandon and the actual loan officers.

17 Q Okay. Is it your understanding that  
18 management was aware of what was going on at the banks?

19 A To my understanding, yes.

20 Q Okay. But your understanding is formed, it  
21 sounds like, from talking to Brandon.

1 A Correct.

2 Q Have you reviewed any of the records to be  
3 able to figure out how much money was spent doing the  
4 marketing for Wells Fargo?

5 A I didn't add them up, but I looked over like  
6 the F&N stuff. But I'm not sure. I don't -- a lot I  
7 would assume.

8 Q Okay.

9 A I mean, it was a lot of times, but money  
10 amounts weren't that expensive per mailing. I mean, it  
11 could have only been, you know, a couple hundred  
12 dollars per mailing. And it's not like they mailed  
13 every day.

14 Q Okay. So do you -- I mean, again, do you  
15 have some understanding that over the course of the,  
16 say, three and a half years you were doing the  
17 marketing for them what you paid F&N for their  
18 services?

19 A It could have been a couple hundred thousand.  
20 I wouldn't be surprised.

21 Q Okay. And the charges to F&N, those would



1 not include the six cents a name?

2 A No. That was with First American Core Logic.

3 Q Okay. But what I'm saying is if, let's say,  
4 you paid F&N whatever it is, \$200,000, you also would  
5 have had to pay Core Logic whatever you paid them to  
6 get those names?

7 A Correct.

8 Q All right. So the charges would be the F&N  
9 charges plus the Core Logic charges?

10 A Correct. That data was used, you know, not  
11 just for Wells' customers.

12 Q Right.

13 A So I know Brandon and Ken housed the data.  
14 They used it for other mailings and stuff, so --

15 Q Okay. When you say other mailings, you mean  
16 for other banks?

17 A Or brokers.

18 Q So they did mailings for not just loan  
19 officers at banks but mortgage brokers as well?

20 A Correct.

21 Q Okay. Do you know who those mortgage brokers

1 are?

2 A The only one that I really know that was a  
3 pretty popular one was Emory Federal. There was a few  
4 branches that Brandon dealt with over there. There  
5 were -- you know, I had my clients from Emory Federal.  
6 They were a pretty big bank, so there was a lot of net  
7 branches. And he had a few of those net branches that  
8 he used to do mail for.

9 Q Do you remember which branches

10 A The only one I can really think of offhand  
11 that was probably the bigger one was Brandon Hill was  
12 the -- Doug McCray (phonetic) and Hill were the two  
13 branch managers of this branch.

14 Q Okay. Any others?

15 A That he did mail for, not that I can -- not  
16 that I remember the name of the branch.

17 MR. EVANS: Okay. Let's go off the record  
18 for a minute.

19 (Whereupon, there was a luncheon recess  
20 taken.)

21 .

1 BY MR. EVANS:

2 Q Okay. So we're back on the record.

3 I think before we took a lunch break, Mr.  
4 Zuckerberg, we were sort of talking about the  
5 relationship between Wells Fargo and Genuine Title.

6 MR. LOVEJOY: Let me as a protocol matter  
7 remind you that you are still under oath --

8 THE WITNESS: Okay.

9 MR. LOVEJOY: -- Mr. Zuckerberg.

10 BY MR. EVANS:

11 Q Okay. And so I think we were sort of talking  
12 about the -- well, the winding down of that  
13 relationship and I want to be sure that I sort of  
14 understood what happened and when it happened.

15 It sounds like in -- sometime in the late  
16 spring or so of 2013, there was a lawsuit filed?

17 A Correct.

18 Q And both Genuine Title and Wells Fargo were  
19 defendants in that lawsuit?

20 A Correct.

21 Q And it essentially involved a kickback

1 scheme, for lack of a better word, between the two of  
2 you related to mortgage originations and settlement  
3 services?

4 A Correct.

5 Q Okay. Basically what this investigation  
6 today involves?

7 A Correct.

8 Q And at that point, I think you testified that  
9 you, Jay Zuckerberg, made the decision that Genuine  
10 Title would no longer provide the marketings -- the  
11 marketing services and the mailings for Wells Fargo; is  
12 that right?

13 A Correct.

14 Q Who -- did you communicate that to somebody  
15 at Wells Fargo?

16 A No. I would have communicated that to  
17 Brandon who would have then communicated it with  
18 anybody he was doing mailings for at the time.

19 Q Okay. When you say Brandon, you're talking  
20 about Brandon Glickstein?

21 A Brandon Glickstein, correct.

1 Q Okay. And is that, in fact, what you did?

2 A Correct.

3 Q Okay. So you said something along the lines  
4 of we're not going to do this anymore, Brandon, you got  
5 to tell Wells Fargo we can't pay for their mailing  
6 anymore?

7 A Correct.

8 Q And did he report back to you that he had  
9 done that?

10 A I mean, maybe in conversation, but it wasn't,  
11 you know, reported back to me.

12 Q Okay. I mean, tell me what you remember  
13 about what he communicated after he had told Wells  
14 Fargo we can't do the mailings anymore.

15 A I mean, that would have been the extent of  
16 the conversation is I told everybody we can't do  
17 mailings anymore.

18 Q Okay.

19 A Nothing -- you know, no -- nothing weird or  
20 nothing -- there was nothing else to say about it  
21 pretty much besides that.

1 Q Okay. Was there any push back from the  
2 people at Wells Fargo?

3 A I don't believe so.

4 Q Okay. They didn't --

5 A I mean, I --

6 Q -- question it or say why not or anything  
7 like that?

8 A I think there was rumors going around that we  
9 were being investigated, so I think it -- everybody  
10 kind of was more than happy to lay back -- you know,  
11 lay off.

12 Q Okay. And do you know whether or not Brandon  
13 communicated that message to any of the branch managers  
14 or other management people at Wells Fargo?

15 A That I don't know.

16 Q Okay. Do you know if he communicated at all  
17 with branch managers at Wells Fargo?

18 A Yes, he -- I know he did have discussions. I  
19 don't know, you know, time frames, but with the manager  
20 of Light Street, Wells Fargo Light Street. And I -- I  
21 am a hundred percent confident that they did know that

1 he was mailing.

2 Q When you say they --

3 A I mean, that -- that the branch manager did  
4 know that Brandon was doing mailings for them.

5 Q Which manager, Light Street or --

6 A Light Street.

7 Q -- or all of them?

8 A I -- well, I think they all knew, but I -- I  
9 definitely know the Light Street one knew 'cause he's  
10 had meetings with the Light Street manager.

11 Q Okay. And do you know that manager's name?

12 A I don't.

13 Q Okay. Okay. So you --

14 A If you said it, I would know it, but I don't  
15 know it offhand.

16 Q Okay. But you -- so you specifically recall  
17 discussing with Brandon the fact that Brandon was  
18 talking to the branch manager of the Light Street  
19 branch at Wells Fargo?

20 A Correct.

21 Q Okay. And you don't recall any specific

1 conversations with Brandon about him meeting with the  
2 branch manager for other Wells Fargo branches?

3 A Correct.

4 Q Do you know if he met with or talked to  
5 anybody above the branch manager level at Wells Fargo?

6 A Yes. There was -- again, I don't know the  
7 guy's name, but there was an area manager who I believe  
8 at one point said -- said to another branch, hey, do  
9 you know -- or maybe -- it was either said to another  
10 branch or said to a loan officer do you know Brandon.  
11 And I think he said no. And he said, well, you should  
12 start mailing with him.

13 Q Okay. So it sounds like that type of  
14 conversation would have occurred sometime prior to the  
15 disintegration of the relationship.

16 A Correct.

17 Q So back, let's say --

18 A It could have been anywhere between 2011 and  
19 '13 or '10 and '13. Probably closer to the later --  
20 between '11 and '13 when everybody was really mailing a  
21 lot.



1 Q Okay. And do you have an understanding of  
2 what an area manager for Wells Fargo is?

3 A I believe they're in charge of all the branch  
4 managers in a certain area.

5 Q And -- and when we were talking about this  
6 particular one that Brandon discussed with you, did he  
7 -- did he tell him what area he was the manager for?

8 A That I don't remember. I think it was -- I  
9 know like Baltimore is kind of broken up. Even though  
10 like Reisterstown and Light Street or even  
11 Reisterstown, Owings Mills obviously are right next to  
12 each other, I believe they're kind of run by separate  
13 area managers for some strange reason. I'm not sure  
14 why.

15 Q Okay. So --

16 A So I don't know. It would have been a local  
17 area manager, but I'm not sure exactly what region that  
18 he ran exactly.

19 Q Okay. So it's your understanding then it  
20 sounds like that there is more than one area even  
21 within Maryland for Wells Fargo?

1 A Oh, yeah. Correct.

2 Q Okay. So do you have -- are we talking an  
3 area manager was over 10 branches, 20 branches, 50  
4 branches, if you have any idea?

5 A I don't know.

6 Q Okay.

7 A I mean, I'd say in -- if you take all the  
8 branches that I named originally, there's prob --  
9 that's prob -- that's two at most area managers running  
10 all those branches plus some other branches I didn't  
11 name 'cause we probably didn't do business with them,  
12 but --

13 Q Okay. All right. And -- and you know that  
14 Brandon met with at least one of those two area  
15 managers over the Wells Fargo branches that you were  
16 doing the mailings for?

17 A Correct.

18 Q But you can't remember his name?

19 A I do not remember his name, no.

20 Q Okay. Do you remember if it was a man or a  
21 woman?

1 A It was a man.

2 Q Okay. And he's somewhere in the sort of  
3 Baltimore metro area?

4 A Correct.

5 Q Okay. Okay. And so after the lawsuit gets  
6 filed and you communicate with Brandon who then  
7 communicates to Wells Fargo that we're not going to do  
8 the mailings anymore --

9 A Uh-huh.

10 Q -- did the branches that you were doing the  
11 mailings for stop sending you as much of their  
12 business?

13 A They slowed down significantly.

14 Q I mean, do you believe they slowed down  
15 because they had less business or they slowed down  
16 because they were sending settlement work to other  
17 title companies?

18 A I believe they slowed down because there was  
19 other title companies willing to do other things, so --  
20 but, you know, you're only as good as your last deal  
21 with most of these -- with most of these guys. So if

1 they have another title company willing to give them  
2 cash or pay for some data or pay for something, then  
3 they're going to go in that direction.

4 Q Okay. So you believe that when you stopped  
5 doing the mailings in roughly March or April of 2013  
6 that some other title company then --

7 A There's always another person willing to pick  
8 up the slack, correct.

9 Q -- was -- was then providing some sort of  
10 service for them, for Wells Fargo?

11 A Correct.

12 Q Okay. And -- and do you know which title  
13 company it is?

14 A I don't. I mean, I know there's a  
15 Competitive Title that was doing business with a few  
16 Wells' branches. You know, I don't know for a fact  
17 obviously what they were doing for them, but, you know,  
18 you hear things just like everybody hears things.

19 Q Okay. So you've heard that maybe Competitive  
20 Title was providing some sort of services for Wells  
21 Fargo that they shouldn't have been providing?

1           A     Again, yeah, that's -- that's just what I  
2     heard, so I don't know for a fact obviously.

3           Q     Okay. But those branches continued to do  
4     some business with Genuine Title after you stopped  
5     doing the mailings?

6           A     Yeah. I mean, Brandon made some good  
7     relationships still with a lot of these guys and so, I  
8     mean, you know, I can't -- I'm not saying everybody was  
9     like that, but he has good relationships with some of  
10    these guys that -- because Brandon made them a lot of  
11    money, you know, from helping them do some marketing  
12    that continued to send deals.

13          Q     Okay. So in any event, though, Wells Fargo  
14    corporate or their management didn't tell the branches  
15    at that point that they weren't allowed to continue to  
16    work with Genuine Title?

17          A     Correct.

18          Q     So --

19          A     To my surprise.

20          Q     So some of the individual guys that maybe had  
21    a good relationship with Brandon continued to send

1 Genuine Title work?

2 A Correct.

3 Q And some of them went somewhere else?

4 A Correct.

5 Q But it was still basically up to the  
6 individual loan officer's discretion about where to  
7 send people?

8 A Right. Correct.

9 Q Or at least where to recommend?

10 A Correct.

11 Q Okay. And then at some point, you ceased  
12 completely getting business from Wells Fargo?

13 A Yeah. And that really wasn't that long ago.  
14 That -- like I said, I'm -- I'm terrible with time, but  
15 it may have been January of this year. I probably told  
16 you at some point.

17 MR. LOVEJOY: I think you did.

18 THE WITNESS: I remember him saying, oh, it's  
19 not coming from Wells.

20 BY MR. EVANS:

21 Q And how did -- how did you learn again that

1 you were done --

2 A Just --

3 Q -- getting work from Wells Fargo?

4 A -- people in my office that were, you know,  
5 actively working with like the closing department  
6 trying to get packages, you know, for closings like,  
7 you know, day-to-day operations people just found out  
8 that they couldn't, you know, get -- if their closing  
9 instructions weren't drawn already, then they weren't  
10 going to allow them to be sent out.

11 Q Okay. So you never got word from either  
12 Brandon or somebody at Wells Fargo that said we can't  
13 do business with Genuine Title anymore?

14 A I mean, not that I remember. I just --

15 Q Okay. But you don't remember Brandon ever  
16 coming to you and saying, hey, Wells Fargo said they  
17 cut you off?

18 A I think I may have told him actually. I  
19 think I might have been the one that told him.

20 Q Okay. Okay.

21 A But, you know, I mean, somebody in my office

1 probably called and said I think we're cut off from  
2 Wells and then I probably said, well, we're cut off  
3 from Wells. It was surprise. By that -- it wasn't  
4 even a what. It just went, oh, it's about time.

5 Q Okay. I mean, what I'm trying to get at, it  
6 wasn't communicated to you by Wells Fargo that we're  
7 cutting you off?

8 A They didn't call me personally and say you're  
9 cut off.

10 Q And they didn't call Brandon and say --

11 A No.

12 Q -- Brandon, we can't do this anymore?

13 A No. They -- it was -- it's not -- 'cause  
14 when you're talking about Wells, you're talking about  
15 Wells --

16 Q Yeah.

17 A -- Fargo. It wasn't like a person. It was  
18 just, you know, they have a system and in their system,  
19 we were knocked off their approved vendor system. So  
20 when they're trying to draw up closing packages, it  
21 just won't be able to be drawn.



1 Q Okay. Okay. All right. So we've talked, I  
2 guess, for a quite a bit about the Wells Fargo/Genuine  
3 Title relationship and you had mentioned before that  
4 you -- you did marketing and mailings for other banks  
5 too.

6 Who ran the relationship with PNC Bank for  
7 Genuine Title?

8 A Brandon.

9 Q That was Brandon Glickstein also?

10 A Correct.

11 Q Okay. And how did the -- how did the  
12 relationship with PNC and Genuine Title get started?

13 A Brandon knew, you know, a loan officer that  
14 was going to PNC. The best way to market --

15 Q Well, let me --

16 A -- is to go -- yes.

17 Q When you say going to PNC, do you mean like  
18 they hired a new loan officer?

19 A I think there was a Wells -- I believe he was  
20 at Wells for a little while and then went to PNC.

21 Q Okay. So there was one guy that was at Wells

1 that knew Brandon --

2 A Correct.

3 Q -- from working at Wells Fargo?

4 A Correct.

5 Q And when he took a job at PNC, he continued  
6 the relationship with Brandon?

7 A Correct.

8 Q Okay. And subsequently with Genuine Title?

9 A Correct.

10 Q Okay. Was it just one loan officer?

11 A I believe it was two. One I know came from  
12 Wells. One was Todd Cohen. I don't know who the other  
13 -- the other one was Kevin Strickland, but I don't know  
14 where he was prior to -- I don't think -- he definitely  
15 wasn't at Wells, but I don't know where he was prior to  
16 PNC. Somewhere.

17 Q Okay. All right. So -- so did Brandon have  
18 a relationship then with Kevin Strickland from wherever  
19 he was before he was at PNC?

20 A I believe so, but I don't think it was like a  
21 mailing relationship. I think they just -- you know,

1 Brandon has been in the industry for a while as well,  
2 so I think he just knew him from another place.

3 Q Okay. All right. And so -- but at some  
4 point when Todd Cohen and Kevin Strickland get over to  
5 PNC -- and do you know sort of approximately when that  
6 was?

7 A I don't. I don't remember.

8 Q Okay.

9 A Between 2000 -- I'd say maybe 2010 possibly.

10 Q Okay. All right. So when they get there,  
11 whenever it is, how does it happen that Genuine starts  
12 doing the mailings for them too?

13 A So the best people to mail to, like if you're  
14 Wells Fargo -- if you work at Wells, the best data is  
15 to get a current Wells' customer. Okay? So, you know,  
16 you get a current Wells' customer at six percent. You  
17 get a -- you mail it to somebody when rates are now  
18 four and a half, five. I mean, it's an easy -- it's  
19 good for the customer and it's easy for the loan  
20 officers. It's an easy sale.

21 So there was a lot of data because of Wells

1 Fargo. PNC as well has a lot of data. I believe  
2 National City Mortgage was bought out by PNC, if I'm  
3 not mistaken. So you could pull records of, you know,  
4 National City clients and, you know, whoever else got  
5 bought out by PNC and that would be data in that  
6 universe of data you can use. So pretty much got  
7 started with, great, you're at PNC. There's definitely  
8 a lot of data out there for us to find that we can mail  
9 to.

10 Q Okay. So it sounds like it's similar then to  
11 what you were doing at Wells. I mean --

12 A Correct. Nowhere near on the scale just  
13 because --

14 Q You only had two guys?

15 A Right. But very similar, yes.

16 Q Okay. So he goes to -- it's Core Logic,  
17 right?

18 A Correct.

19 Q And he -- we'll call it mining the data.

20 A Correct.

21 Q But he comes up with names of people that are

1 either existing or --

2 A Correct.

3 Q -- some subsidiary or whatever of PNC and he  
4 then goes to Kevin and Todd with the list of names,  
5 again, however many it is, thousands of names, and he  
6 says we can do these mailings for you?

7 A Correct.

8 Q And did you -- you also used F&N to do those  
9 mailings?

10 A I'm not a hundred percent on that, but I  
11 would -- I would assume because I'm sure we paid for  
12 the mailings.

13 Q Okay. So you know you were paying for both  
14 the list and to actually do the mailings for them?

15 A Correct.

16 Q Okay. They weren't -- they didn't start out  
17 the way Wells Fargo did where they were paying for  
18 their own mailing and postage?

19 A Correct.

20 Q Okay. And how long did that relationship  
21 last or is it still going on?

1           A     I wouldn't say it lasted that long. No, no,  
2     it's not. I don't believe it lasted that long. I'm  
3     not sure how long is long, but maybe a year. I believe  
4     Todd has since left PNC a long time ago.

5                     And I think another thing is their -- they  
6     were doing a lot of mail -- a lot of -- they were  
7     closing a lot of deals and I think that, which I don't  
8     know why, but I think the branch -- the corporate was  
9     concerned on how they were closing so many deals. And  
10    I think there was some concern in that, you know, why  
11    they were closing so many.

12           Q     Okay. And did you -- I mean, how did you  
13    learn this, that corporate was worried about them  
14    closing so many deals?

15           A     I guess they told Brandon or whatever, so --

16           Q     Okay. So when -- when we're talking about  
17    what you know about the banks, it sounds like generally  
18    what happens is the bank says something to Brandon who  
19    then says something to you?

20           A     Well, it would be the loan officer, yeah.

21           Q     So the loan officer at the bank says

1 something to Brandon who then says it to you?

2 A Correct.

3 Q Okay. Do you know if Brandon ever spoke to  
4 or dealt with a branch manager for PNC?

5 A I -- I don't know for a fact, but I don't  
6 believe so.

7 Q Okay. You -- you don't think --

8 A I'm pretty positive that, no, he didn't deal  
9 with any branch manager over there.

10 Q Okay. And did you ever have any meetings or  
11 discussions with somebody in management at PNC --

12 A No.

13 Q -- about what Genuine Title was doing?

14 A No.

15 Q Okay. And we talked about -- I think you had  
16 testified before we took the break that you think you  
17 spent somewhere in the neighborhood of \$200,000 on  
18 marketing for Wells Fargo?

19 A Okay. That's about right.

20 Q I mean, if that's not --

21 A I don't know.

1 Q If I'm mis-remembering, please tell me.

2 A I mean, I -- I really don't -- when you mean  
3 marketing, you mean on the data --

4 Q Yeah.

5 A -- or just all --

6 Q Paid for the data and --

7 A -- on everything?

8 Q On everything.

9 A I can't really count the data only because,  
10 again, I know Brandon had a few brokers like the Emory  
11 guys that they used to mail, you know, 10,000 a week  
12 out, you know, a lot of mail out, that he would use  
13 that data for -- and I know legitimately they had a few  
14 -- Brandon was involved in a company called Competitive  
15 Advantage Media.

16 Q Yeah.

17 A I'm sure you know about that.

18 Q Yeah. We'll talk about that.

19 A All right. Well -- but they had some legit  
20 clients, I think, that actually used to buy data, so --

21 Q Okay.



1           A     -- they would, like I said, house the data.  
2     But, yeah, I guess that's fair. I really don't have an  
3     honest figure that I can give you, though --

4           Q     Okay.

5           A     -- without making it up.

6           Q     All right. Well, it -- with respect to PNC,  
7     do you have some idea of how much money you spent to do  
8     the mailings for PNC during the lifetime of that  
9     relationship?

10          A     Again, it wouldn't have been that much  
11     because you didn't really have to mail out so many  
12     pieces. It's not like we had to -- you didn't mail out  
13     10,000 a month 'cause the response would have been so  
14     good that -- you know, we got a good response from the  
15     letter that you wouldn't be able to handle those kind  
16     of phone calls. So, I mean, maybe, say, \$300 a week  
17     average, maybe a thousand dollars a month on mail. I  
18     don't -- say 20 grand, you know, to -- but that's a  
19     ballpark again.

20          Q     Okay.

21          A     Again, I don't, you know --

1 Q Okay. No, I'm --

2 A I'm just trying to figure, you know, a couple  
3 hundred dollars per mail per week.

4 MR. LOVEJOY: We did provide some data to the  
5 CFPB --

6 MR. EVANS: Okay.

7 MR. LOVEJOY: -- on that.

8 MR. EVANS: Okay.

9 MR. LOVEJOY: It's more precise certainly  
10 than he is testifying to.

11 BY MR. EVANS:

12 Q Okay. All right. So then -- and you also  
13 talked before about Federal Savings Bank?

14 A Correct.

15 Q Am I right, is it Federal Savings Bank?

16 A Yes.

17 Q Okay. And who was responsible for managing  
18 that relationship for Genuine Title?

19 A Brandon Glickstein.

20 Q That was also Brandon. Okay. And how did  
21 that relationship come about?

1           A       So Brandon was doing business with one of the  
2       branches of the Federal Savings Bank in Columbia.  
3       Okay? And Ken Bartz who we named earlier had -- I  
4       guess knew a guy named Chris Iniftino. I'm not a  
5       hundred percent how to spell his name. Inif -- I-N-I-  
6       F-T-I-N-O. And I know Brandon was -- they were, you  
7       know, doing some mail for Chris's branch. And for a  
8       few months, we were closing a nice chunk of deals with  
9       the Federal Savings Bank through that branch.

10           Q       And this is the branch in Columbia, Maryland?

11           A       Correct.

12           Q       Okay.

13           A       And then at that point, they were trying to  
14       get us into like corporate, you know, to be able to do  
15       closings for corporate because they had like a approved  
16       vendor list. So Chris got a special pretty much okay  
17       for us to be used on just his deals.

18           Q       Okay.

19           A       But --

20           Q       Is Chris, is he a branch manager for Federal  
21       Savings Bank?

1           A     He was. I don't know where he is now, but,  
2     correct, yeah, he was.

3           Q     Okay. And when -- when did this sort of  
4     start?

5           A     Not -- maybe four -- maybe three to four  
6     months prior to whenever that agreement was signed.

7           Q     Okay. Here, let's -- I'm just going to --

8           A     Okay.

9           MR. EVANS: If you want to mark this. Are we  
10    at 4? Exhibit 4, I guess.

11                     (Whereupon, the document was marked for  
12    identification as Zuckerberg Deposition Exhibit No. 4.)

13           THE WITNESS: Yeah. So maybe --

14           BY MR. EVANS:

15           Q     Okay. So I've shown you what's been marked  
16    as Exhibit 4. Is this the title services agreement  
17    that you're referring to between Genuine Title and the  
18    Federal Savings Bank?

19           A     Yes.

20           Q     Okay. And it looks like it's entered into as  
21    of May 22<sup>nd</sup>, 2013.

1 A Correct.

2 Q Okay. So you're saying that sometime two or  
3 three months before that is when Brandon and Chris  
4 Iniftino started the relationship between Federal  
5 Savings Bank and Genuine Title?

6 A Correct. It could have been two to three or  
7 maybe four even, but it was, you know, prior to this.

8 Q Okay. And -- and essentially what Genuine  
9 was doing was paying for marketing and mailing for  
10 Chris Iniftino's branch similar to what they had been  
11 doing for the Wells Fargo branches?

12 A Correct. I mean, they weren't mailing -- it  
13 was different kind of mailings. They were -- I don't  
14 know if you care about the details, but they weren't  
15 mailing for Federal Savings Bank current clients 'cause  
16 I don't think they have any. It was just --

17 Q Okay. Why didn't they have any? Was it a  
18 new bank?

19 A Well, they're not like a Wells Fargo that had  
20 -- they don't -- I'm sure they don't hold all the paper  
21 and service it. I think they sell most of the paper

1 off, but --

2 Q Okay. So it's your understanding that they  
3 basically originate mortgages and then sell them off?

4 A A portion of them, I would assume, yes.

5 Q Okay.

6 A But either way, they were doing mailings for  
7 them. You know, I guess it's irrelevant what kind of  
8 mailings. But, yes, we were doing mailings for them.

9 So at some point, Brandon and Ken had a  
10 meeting with -- I don't know if it was John Calk. It  
11 might have been somebody else, another like, you know,  
12 vice president or somebody of the bank we met with in  
13 Chris Iniftino's office to try to just, you know, tell  
14 them how great we are and we'd like to get on their  
15 approved vendor list --

16 Q Okay.

17 A -- 'cause in order to get -- they had a lot  
18 of branches that were going up and in order to be on  
19 their approved vendor list -- there's a drop-down with  
20 about three names of approved title companies on there.

21 So, you know, we did our thing with them,

1 just dog and pony show, and then didn't hear back from  
2 them maybe for, you know, a couple weeks. And then  
3 that's when Brandon said to me in order to get on their  
4 approved vendor list, you know, we need to use this  
5 title services agreement.

6 And at the time, they were already using LSI,  
7 if anybody's heard of them, but they're a huge national  
8 title company and appraiser company. And they actually  
9 had a very good relationship with Wells Fargo at some  
10 point where at some point, Wells Fargo told people that  
11 if you were doing any VA loan, you have to go through  
12 LSI. So they're a big player and they signed this  
13 agreement with --

14 Q Have you seen it?

15 A It's right here. Oh, yeah. The one they  
16 gave me originally was in Word format with their name  
17 on it, you know, for us to look at.

18 Q Right. Did you see it actually signed by  
19 somebody from LSI and somebody from --

20 A Yeah. Yes.

21 Q -- Federal Savings Bank?

1 A Correct. Yes.

2 Q Okay.

3 A They also had one with BCHH which is another  
4 national title company who has the same agreement.

5 Q Now, in the period between where Brandon was  
6 meeting with Chris Iniftino and doing the mailings and  
7 you guys entered into the title services agreement, had  
8 you actually closed any deals for the Federal Savings  
9 Bank?

10 A Yes.

11 Q Okay. So even though you weren't on their  
12 approved vendor list, you had closed deals for Chris  
13 Iniftino's branch?

14 A Chris was a -- a big branch, probably their -  
15 - one of their biggest, so he kind of had some pull, I  
16 guess. So we were -- he was allowed -- again, he was  
17 allowed at the time to use us even though we weren't on  
18 their drop-down list.

19 Q Okay. How many -- how many deals do you  
20 think you closed during that interim period?

21 A Maybe a hundred, not a month, but maybe like



1 20 some, 30 a month.

2 Q Okay. Okay. All right. So then after  
3 whatever, three or four months, you enter into this  
4 title services agreement with Federal Savings Bank?

5 A Correct.

6 Q Did you continue to do the mailing for  
7 Chris's branch or for other branches?

8 A It was only one branch and I believe Brandon  
9 did continue to do the mailing for them.

10 Q Okay. Were you --

11 A We weren't making much money at that point.

12 Q Right. Did you -- at any point, did you  
13 start doing the mailings or providing marketing for  
14 other branches besides Chris's in Columbia?

15 A Not to my knowledge, no.

16 Q Okay. So the only one you did mailings for  
17 was for his branch?

18 A As far as I know.

19 Q And after you entered into this agreement,  
20 did the business between Genuine and the Federal  
21 Savings Bank increase?

1 A Yes.

2 Q How much?

3 A There was another branch that we were now  
4 allowed to do business with out in, I believe, Arizona.  
5 I think they might have been in Arizona. And we were  
6 starting to get hooked up with a Florida branch. So, I  
7 mean, it may have increased 20, 25 percent.

8 But, you know, it would have kept increasing  
9 because truthfully service-wise, you know, I believe we  
10 were better than all the other title companies on the  
11 list, so people started to understand who the actual --  
12 if you have your choice of three, you're going to go  
13 with the best one. We're all the same price and fees,  
14 so I think we would have started to do a lot more  
15 business, you know.

16 Q Okay. The -- so, I mean, correct me if I'm  
17 wrong, but when you were doing the marketing and the  
18 mailings and stuff for, let's say, Wells Fargo, we  
19 talked before about the sort of -- what I'll call the  
20 quid pro quo, but it was basically if we do these  
21 mailing and marketing services for you and you generate

1 closings from them, you will refer them back to us so  
2 we can do the closing?

3 A Correct.

4 Q And it sounds like at least for the first  
5 three or four months, you had a similar understanding  
6 with Chris Iniftino and his branch?

7 A Correct.

8 Q So you did the mailings for them and they  
9 referred the title work back to you?

10 A Correct.

11 Q And if you weren't doing the mailings for the  
12 other branches, what were you doing in exchange for  
13 them referring the title work back to you?

14 A Nothing. Just, you know, get on their --  
15 they were just choosing us to do the -- the title.

16 Q Okay.

17 A But we had to be able to be on the list in  
18 order to get chosen.

19 Q Okay. So once you got on that list, then you  
20 didn't do the mailings for those other branches? You  
21 just continued to do them for Chris's branch?

1 A Correct.

2 Q All right. And we talked before about the  
3 agreements that you had entered into with some of the  
4 various payees like Angela Pobletts and the fact that  
5 they were based on a title services agreement that you  
6 had gotten from the Federal Savings Bank. Is this that  
7 title agreement that you're talking about?

8 A Yes.

9 Q Okay. So this -- this agreement that's  
10 Exhibit 4 formed the basis of the agreement that you  
11 typed yourself for the other people in roughly October  
12 of 2013?

13 A Correct.

14 Q All right. And I want to be sure that when  
15 you changed this title services agreement which is  
16 Exhibit 4 to be used for those other entities, did you  
17 do all of that yourself?

18 A Yes. I mean, it was just some words. I  
19 didn't change the body of the agreement. I just --

20 Q Okay. But you -- you didn't talk to a lawyer  
21 about any of that? You just decide -- took it on

1       yourself to change some of the --

2           A     Yes.

3           Q     -- the parties to the contract and then have  
4       other people execute it?

5           A     Correct.

6           Q     All right. So there -- there was no I need  
7       to get a lawyer to look at this and decide if I should  
8       do this? You did that on your own?

9           A     Correct.

10          Q     And you actually drafted it on your own?

11          A     Correct.

12          Q     And, again, drafting, it sounds like it's  
13       just plugging in different names, but you did that  
14       yourself?

15          A     Correct.

16          Q     Okay. All right. So -- all right. So we'll  
17       go back to the -- the agreement with Federal Savings  
18       Bank. Once this was executed in May of 2013, you  
19       started doing business with two other branches, Arizona  
20       and Florida?

21          A     Yes. And there may have been a few like

1 random, you know, orders coming over from other -- I  
2 didn't see every order because I didn't care to see  
3 every order, but there might have been some other  
4 random -- that was the beauty of being on their drop  
5 down was, you know, if they had 30 branches --

6 Q You could get work from any of the 30?

7 A Right. Correct.

8 Q Did you personally go meet with -- I'm sorry.  
9 What was the guy's name, Calk, John Calk?

10 A I'm not -- when I had the one meeting, it  
11 didn't have anything to do with this title services  
12 agreement.

13 Q Okay. You did the dog and pony show meeting?

14 A Correct. I'm not sure if he was there or  
15 somebody else was there, but I know Brandon has had  
16 contact with John about this agreement and then he  
17 would like forward it along to me --

18 Q Okay.

19 A -- you know.

20 Q All right. So how and when did this  
21 agreement actually get signed?

1           A     It got signed whenever day -- let's see. I  
2     guess May 22<sup>nd</sup>. But prior to that, I showed this to an  
3     attorney.

4           Q     Okay. Before you answer, I -- I don't want  
5     you to tell me anything your attorney told you about  
6     whether or not to sign the document.

7           A     I'm not.

8           Q     So -- yeah, that's fine.

9           A     I'm just saying -- okay.

10          Q     If you met with him, that's good. Don't tell  
11     me --

12          A     Okay, fine.

13          Q     -- what he said.

14          A     No problem.

15          Q     At the end of the day, you decided to sign  
16     it?

17          A     Correct.

18          Q     Okay. And although it's not dated on what's  
19     stamped as Genuine page 000052 -- do you see where I  
20     am? There's no date by your signature.

21          A     Correct.

1 Q Is it your belief that you executed it on or  
2 around May the 22<sup>nd</sup> of 2013?

3 A Correct. By the way, John Calk is the vice  
4 chairman. That's what it says on there.

5 Q Okay. So this is him. It's John C --

6 A So we got that out of the way.

7 Q -- C-A-L-K? Is that what that looks like?

8 A Yes.

9 Q Okay. All right. And so when you signed  
10 this, did you sign at the same time as John Calk?

11 A No. It was in Word format and they were  
12 making a million changes. I don't know what they were  
13 changing. So we signed it, sent it back to them, and  
14 then they sent it back to me signed.

15 Q Okay.

16 A Is that the question?

17 Q Yeah. Yeah.

18 A I mean, this is -- I don't have an original  
19 copy. I think the only copy I ever got was like an e-  
20 mailed back copy.

21 Q Okay. All right. So other than the meetings



1 and the discussions you might have had with your  
2 lawyer, did you discuss the provisions of this title  
3 services agreement with anybody else which includes  
4 somebody from the Federal Savings Bank?

5 A I did not.

6 Q Did anybody on behalf of Genuine Title?

7 A No. Brandon was the only one that had  
8 contact with them, but he didn't -- he wouldn't have  
9 like gone over the -- I think the only thing that  
10 Brandon did mention is that these other -- you know, if  
11 these other -- between -- me and Brandon discussed if  
12 these other national title companies are doing it, then  
13 somebody has got to know something that we don't know.

14 Q Okay. So maybe we should do it too?

15 A Correct.

16 Q All right. What else was discussed between  
17 you and Brandon when you decided to enter into the  
18 agreement and go ahead and do it?

19 A It's not going to make much money, but it's a  
20 volume game and hopefully we'll just get a lot of  
21 volume out of it.

1 Q Okay. So the game plan was we can do lots of  
2 deals with the Federal Savings Bank, so even if we're  
3 only making a couple hundred bucks a deal --

4 A Right.

5 Q -- it's still better than nothing?

6 A Correct.

7 Q Okay. So in this deal, the service provider  
8 as it's defined in that first paragraph is the Federal  
9 Savings Bank; is that right?

10 A Correct.

11 Q And Genuine Title is defined as the  
12 affiliate?

13 A Correct.

14 Q And in sort of very general layman's terms,  
15 what this basically says is that the Federal Savings  
16 Bank is going to perform certain --

17 A Well, actually, hold on. I think it might be  
18 the other way around.

19 Q Look at the --

20 A Oh, I'm sorry. Okay. I apologize. The  
21 service provider is the Federal Savings Bank.

1 Q And the affiliate is Genuine Title?

2 A Correct.

3 Q And in very general terms, what the agreement  
4 says is that the Federal Savings Bank will perform  
5 certain services that are related to the closing and  
6 the title work and that you will then pay them for  
7 performing those services?

8 A That's what it says, correct.

9 Q Okay. So in -- like in that Article 1 where  
10 it says duties of service provider -- are you with me?

11 A Yes.

12 Q It.-- in Subsection A, it talks about them  
13 performing electronic data entry into affiliate's  
14 operating system including the keying of all  
15 information contained in written and verbal orders and  
16 it goes on to discuss some more things. Are you with  
17 me?

18 A Yes.

19 Q Did -- did they ever actually do any of the  
20 work described in Section A?

21 A No.

1           Q     All right. Did you have a -- did they have  
2     access to any data entry system that would have allowed  
3     them to put information on to your computers?

4           A     We had a system called Rezware which is very  
5     good title software, so we would have had the ability  
6     at some point to have them do that, but, no, they never  
7     --

8           Q     But you didn't do that?

9           A     Correct.

10          Q     Okay. And then what about what's described  
11     in Section B?

12          A     Save you some time. They didn't do anything  
13     on here --

14          Q     Okay.

15          A     -- except where it says ordered payoffs, they  
16     may have ordered payoffs. I don't -- I don't remember  
17     if we ordered them or not. You know, I had -- you  
18     know, half my clients had us order the payoffs, half of  
19     the clients ordered them themselves.

20          Q     Okay. When you say --

21          A     It didn't matter --

1 Q When you say clients, you're talking about  
2 either the loan officer --

3 A Anybody, mortgage company --

4 Q -- or the bank?

5 A -- lender, broker. So it was just half and  
6 half. I mean, it didn't matter to us. You know, we  
7 had somebody that could order, so it was a matter of do  
8 you want us to order it or are you guys going to order  
9 it. Some people -- the smart people ordered it  
10 themselves, so that way they could actually properly do  
11 a good faith estimate off of real figures.

12 Q Okay.

13 A But --

14 Q As opposed to if you ordered it, then they  
15 would just have to trust you --

16 A Then they'd have to stalk me and send the  
17 other payoff in so I can finish my GFEs.

18 Q Okay. All right. So for any relationship  
19 other than the Federal Savings Bank, did you ever pay  
20 the mortgage originators for getting their own payoff  
21 information?

1 A No.

2 Q All right. And that was typical in your --  
3 at least in Genuine Title's business that sometimes  
4 they ordered it and you never paid them for it?

5 A Correct.

6 Q All right. So -- and we'll be sure that  
7 we're clear. It's Article 1, Section 1.01, Subsections  
8 A, B, C, D, E, and F describe the services that the  
9 Federal Savings Bank was going to provide for Genuine  
10 Title under this agreement.

11 And it's your testimony that with the  
12 possible exception of ordering some of the payoff  
13 information, they didn't perform any of these services?

14 A Correct.

15 Q And at the end, there's a -- a fee schedule  
16 which is attached as Exhibit A?

17 A Yes.

18 Q And it's got researches, \$25.00 per file.  
19 And what the file there is referring to is per loan,  
20 correct?

21 A Correct.

1 Q So for one particular --

2 A Per transaction.

3 Q -- homeowner who is refinancing or buying a  
4 house, that's one file?

5 A Correct.

6 Q All right. And then obtain payoff  
7 information, that's \$50.00?

8 A Correct.

9 Q And then HOA, condo, PUD documents,  
10 certificates and assessments, that's, I think, \$50.00?  
11 There's two 50s in a row.

12 A Correct.

13 Q And then there's all services is 175?

14 A Correct. That's combined, correct.

15 Q Okay. So if we combine -- if they did all of  
16 these things for you, then you would pay them up to  
17 \$175 per file?

18 A Correct.

19 Q All right. And what, in fact, did you pay  
20 them per file?

21 A A hundred and seventy-five dollars per file.

1 Q Okay. So did it -- did it matter to you  
2 whether or not they actually did any of this sort of  
3 smorgasbord of services?

4 A No.

5 Q Okay. So whether or not they did any  
6 research, you paid them the 25 bucks; whether or not  
7 they did the payoff, you paid them the 50 bucks;  
8 whether or not they did the HOA, condo, you paid them  
9 the 50 bucks; whether or not they did the assessments,  
10 you paid them 50 bucks, for a total of 175?

11 A Correct.

12 Q Okay. And it's possible that they did obtain  
13 some of the payoff information?

14 A Correct.

15 Q So at least under this agreement, the only  
16 services they might have provided occasionally was the  
17 \$50.00 payoff information?

18 A Correct.

19 Q But you didn't pay them just the \$50.00, you  
20 paid them 175 per loan no matter what?

21 A Correct.



1 Q And how long did -- did that -- did this  
2 relationship last?

3 A I believe I maybe paid them two or three  
4 checks only because at that point, I couldn't afford to  
5 keep paying them. I -- they were sending me invoices  
6 and I just -- I couldn't pay them because we were  
7 getting cut off from all lenders, you know. We were  
8 just getting buried. We had no money in the company,  
9 so I couldn't pay them until finally they sent an  
10 attorney letter.

11 Did you send them that letter, Steve?

12 MR. LOVEJOY: I may have a copy of it.

13 THE WITNESS: Okay. Well, finally they sent  
14 a threatening letter which I thought was pretty funny  
15 actually.

16 BY MR. EVANS:

17 Q Okay. So -- so starting after we'll say May  
18 of 2013 when the agreement was executed, for maybe two  
19 or three months, you actually closed files that they  
20 had referred to you?

21 A Correct.

1 Q And you, in fact, paid them the 175 per loan  
2 for those files?

3 A Correct.

4 Q And you think it was two checks or three?

5 A I don't know.

6 Do you have that info in your notes?

7 Q I don't want you to guess. If you have a  
8 recollection --

9 A I -- I --

10 Q -- that's fine.

11 MR. LOVEJOY: We had -- we provided the  
12 aggregate figures, I believe.

13 THE WITNESS: Two or three. I don't know  
14 which one.

15 BY MR. EVANS:

16 Q Okay. And then after that point, you stopped  
17 paying?

18 A Correct.

19 Q And was the basis for you not paying that you  
20 just couldn't afford it or was there some reason why  
21 you decided you shouldn't be paying that anymore?

1           A     It was both. It was -- I knew I shouldn't  
2     have been paying it anymore, so I wasn't going to and I  
3     didn't have the money to pay them anymore. So it was -  
4     - I wouldn't have -- even if I had the money, I  
5     wouldn't have paid them anymore, but I didn't. So  
6     maybe --

7           Q     Okay. Did -- I mean, did you know that you  
8     shouldn't have been paying the 175 when you entered  
9     into this agreement?

10          A     Well, it's kind of both. I mean, I know how,  
11     you know, title services agreements can be -- all  
12     right. Let me -- let me go back.

13                 The -- the things that are on this title  
14     service agreement are legitimate things that if they  
15     did that work, it could be said that, yeah, I mean,  
16     that is a legit service that somebody could do for us.

17                 So I did think it was a great agreement and  
18     in a perfect world, I would have had them do all those  
19     things for us, but they didn't, so we paid them. So I  
20     guess I knew that they weren't doing those things. But  
21     those could be legitimate things.

1 Q Let me -- did -- did Genuine Title ever  
2 contract with any entity to actually perform these  
3 kinds of services?

4 A Payoffs, yes. I did -- I worked a lot of  
5 offshore. India did a lot of my -- they'll type our  
6 binders and order -- they would actually order payoffs  
7 for us.

8 Q Okay. So -- so some of --

9 A But I wouldn't pay \$50.00.

10 Q Okay. How much did you pay?

11 A Five or six maybe.

12 Q Okay. And if you were -- if you actually  
13 contracted with somebody to do that, and let's say it  
14 was \$6.00, would that \$6.00 charge be listed on the  
15 HUD-1?

16 A No, just the --

17 Q Okay. So that was a charge that Genuine  
18 would pay out of your own -- your own pocket, your own  
19 expenses?

20 A Correct. Same -- same as this.

21 Q Right. And it wouldn't -- but it wouldn't be

1 listed anywhere on the HUD-1?

2 A I mean, there's certain fees you can put on  
3 there, so some files may have had payoff. Well, I  
4 don't think so. No, I don't think we had like an order  
5 payoff fee on the HUD. Is that what you mean, like  
6 something like that, like order a payoff?

7 Q Well, what I'm -- what I'm getting at is the  
8 -- the fees that you're charging to a customer are on  
9 the HUD --

10 A Correct.

11 Q -- whatever -- whatever they are?

12 A But whatever, I --

13 Q You can call it a processing fee or some  
14 other fee, but your -- your fees that Genuine Title  
15 charges to a customer are listed on the HUD?

16 A Correct.

17 Q And my -- and because if you had -- if you  
18 contracted it out to somebody else, then that money is  
19 not going to Genuine Title, it's going to whoever that  
20 contractor is, correct?

21 A Correct.

1 Q So my question is, regardless of the amount  
2 and exactly what the service is for, if you've got some  
3 third party that's providing a legitimate service  
4 that's being paid for that closing, would you put that  
5 charge on the HUD-1?

6 A The only charge we would ever put on the HUD-  
7 1 was an abstract fee, you know, pay for the abstractor  
8 'cause you had to -- that's just like the -- with  
9 insurance companies. Everybody wants you to put on  
10 there like Genuine slash whoever the abstractor was.

11 But besides that fee, no. I mean, if it was  
12 like a third party getting me payoffs, I'm not going to  
13 charge that to the homeowner, so it wouldn't go on the  
14 HUD. It would just be a bill I got and would then pay.

15 Q Okay. All right. So they would be subsumed  
16 within whatever charges Genuine is charging that  
17 homeowner?

18 A Correct.

19 Q Okay.

20 A I mean, that's -- it wouldn't be an extra  
21 fee. It just would be --

1 Q Not whether or not it makes sense. I'm just  
2 asking if you did. I mean --

3 A Well, I want to make sure you understand --

4 Q -- I'm not telling you that it makes sense or  
5 not.

6 A -- what I'm telling you.

7 Q I just -- I just want to know factually what  
8 you guys did.

9 A Yes.

10 Q Okay. So it -- do remember exactly when it  
11 was that you stopped making the payments? It sounds  
12 like we're talking about sometime in the summer of  
13 2013.

14 A To Federal Savings Bank?

15 Q Yeah.

16 A I don't. No. Let me see. We went into the  
17 agreement in May, but I don't think we started -- I  
18 think it started for maybe June 1<sup>st</sup> closing possibly.  
19 So let's see. June, July, August -- it might have been  
20 when I stopped making them maybe around September. I'd  
21 have to see how many payments I made. That's the

1 problem.

2 Q Okay.

3 A If I could see how many payments I made, I  
4 could back it off and tell you when we stopped paying  
5 them.

6 Q Did -- did you ever communicate with somebody  
7 at Federal Savings Bank that we weren't going to be  
8 making these payments anymore?

9 A I never -- no.

10 Q Did Brandon or somebody else on behalf of  
11 Genuine Title ever do that?

12 A At one point, I believe after I couldn't pay  
13 that -- you know, when we stopped paying like the first  
14 one, I think by like the end of that second month  
15 afterwards, they would e-mail Brandon saying we haven't  
16 gotten our payment. And Brandon told them we're just  
17 having our attorney -- you know, our attorney -- there  
18 are some issues and we want to make sure our attorneys  
19 are fine with this agreement.

20 Q Okay.

21 A I think he was just bull-shitting them



1 technically.

2 Q Yeah. Well --

3 A I wasn't paying attention to paying them at  
4 that time.

5 Q Right. Did -- I mean, did anybody ever say  
6 we're not paying you because you're not providing any  
7 of these services anyway?

8 A No.

9 Q Okay. Why not?

10 A Well, 'cause I figure they know they're not  
11 providing any of these services to us.

12 MR. EVANS: Okay. Okay. And just so that, I  
13 guess, the record is clear, I'm going to mark this as  
14 Exhibit 5.

15 (Whereupon, the document was marked for  
16 identification as Zuckerberg Deposition Exhibit No. 5.)

17 BY MR. EVANS:

18 Q Okay. So I've showed you what's marked as  
19 Exhibit 5. This is a letter dated April 2<sup>nd</sup>, 2014 from  
20 Ryan Murphy. It's on Federal Savings Bank letterhead,  
21 and it's written to Jay Zuckerberg at Genuine Title.

1 A Correct.

2 Q Are you with me there?

3 A Yes.

4 Q All right. And is this the letter you were  
5 talking about that -- that you received demanding  
6 payment for services performed?

7 A Correct.

8 Q And these services are performed pursuant to  
9 this title services agreement which is Exhibit 4?

10 A Correct.

11 Q All right. And it looks like they're seeking  
12 payment from December 2013 through at least February  
13 2014?

14 A Correct.

15 Q And you see on the second line it says that  
16 they performed services for Genuine Title in the amount  
17 of?

18 A Correct.

19 Q And is it your testimony that they didn't  
20 actually perform any services?

21 A Correct.

1 Q And that, in essence, this was a fee that was  
2 paid back to them per loan that you closed on behalf of  
3 a customer from Federal Savings Bank?

4 A Correct.

5 Q And it was 175 per?

6 A Correct.

7 Q And if we look on each one of these invoices,  
8 which is on the second, third, fourth, and fifth page,  
9 on the right side, it lists \$175 next to each one of  
10 these transactions?

11 A Correct.

12 Q Okay. And then I think the only other  
13 national bank we haven't talked much about is Emory.

14 A Okay. They're not really a bank. Well,  
15 they're a credit union.

16 Q Okay.

17 A But they don't lend, so --

18 Q They're -- are they a broker as opposed to an  
19 actual lender?

20 A They broker everything, so, yeah. They are a  
21 credit union that just -- they're a glorified broker.

CERTIFICATE OF NOTARY

I, GEOFFREY L. HUNT, CVR-CM, the officer before whom the foregoing testimony was taken, do hereby certify that the witness whose testimony appears in the foregoing transcript was duly sworn by me; that the testimony of said witness was taken by me by stenomask means and thereafter reduced to typewriting by me or under my direction; that said testimony is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this testimony is taken; and, further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

This certification is expressly withdrawn and denied upon the disassembly or photocopying of the foregoing transcript of the proceedings or any part thereof, including exhibits, unless said disassembly or photocopying is done by the undersigned court reporter and/or under the auspices of Hunt Reporting Company, and the signature and original seal is attached thereto.

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GEOFFREY L. HUNT, CVR-CM  
Notary Public in and for  
the State of Maryland

My Commission Expires:

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EXHIBIT 6

**GENUINE TITLE, LLC**  
**OPERATING ACCOUNT**  
 11155 DOLFIELD BLVD, STE. 100  
 OWINGS MILLS, MD 21117

37552

DATE 1/2/13 7-11 9433  
 000

PAY TO THE ORDER OF The Federal Savings Bank \$ 9975.00

ninety nine hundred seventy five dollars DOLLARS

**M&T Bank**  
 Owings Mills New York OEs

FOR \_\_\_\_\_

⑆037552⑆ ⑆052000⑆13⑆ 2435⑆

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**Security Features:**

- Microprint line
- Results of document alteration
- per Serial type & line appearance
- Chemically Sensitive Paper
- Shimmer or Moiré effect appears with
- Prismatic interference
- Absence of "Original Document"
- Verbiage on back of check.

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DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
 RESERVED FOR FINANCIAL INSTITUTION USE \*

Posting Date 2014 Jan 15

Bank # 096

Research Seq # 8007597598

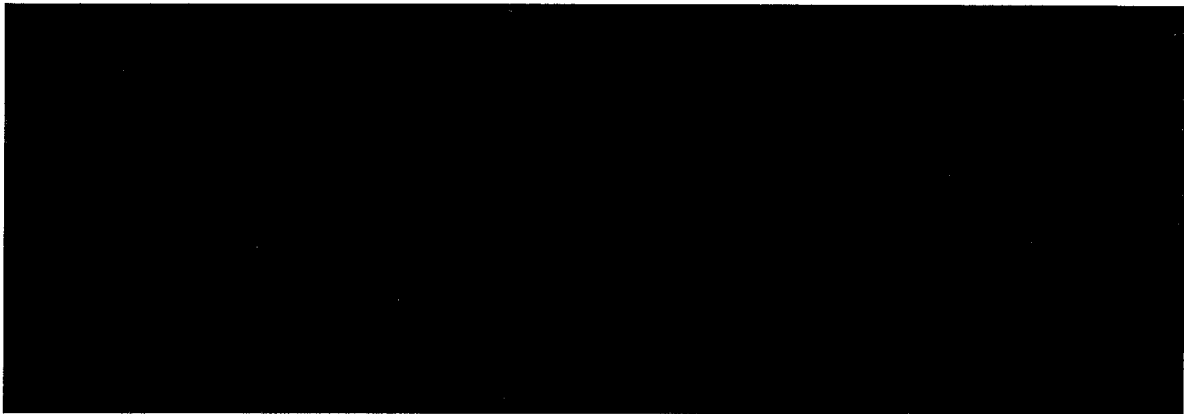
Account # [REDACTED] 2435



Dollar Amount \$9,975.00

Check/Store # 37552

DB/CR DB

Record Type # 01



<b>GENUINE TITLE, LLC</b> OPERATING ACCOUNT 11155 DOLFIELD BLVD SUITE 100 WINGS MILLS, MD 21117 (410) 368-9393		38343
PAY TO THE ORDER OF <u>The Federal Savings Bank</u>		DATE <u>8/2/17</u> 7-11-520
<u>eleven thousand two hundred dollars</u>		\$ <u>11,200.00</u>
ONLY  M&T Bank <small>Doing More Than You Expect</small>	DOLLARS 	
	FOR _____	
MICR LINE: <b>⑈038343⑈ ⑈052000⑈ ⑈2435⑈</b>		

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 TO THE ORDER OF THE BANK OF AMERICA

Posting Date 2013 Aug 27  
 Bank # 096  
 Research Seq # 8001971351  
 Account # XXXXXXXXXX 2435  
 Dollar Amount \$11,200.00  
 Check/Store # 38343  
 DB/CR DB  
 Record Type # 01

GT M&T Op Acct 20941

<b>GENUINE TITLE, LLC</b> OPERATING ACCOUNT 11155-DOLFIELD BLVD SUITE 100 BOWINGS MILLS, MD 21117 (410) 366-9363		36973
PAY TO THE ORDER OF <u>The Federal Savings Bank</u>		DATE <u>9/18/13</u> 7-11-520
<u>ninety four hundred fifty dollar</u>		\$ <u>9450.00</u>
<b>M&amp;T Bank</b> <small>Deposit Made New Town Office</small>		DOLLARS
FOR <u>August 2013</u>		
⑈036973⑈ ⑈052000113⑈		⑈2435⑈

ENDORSE HERE

FOR DEPOSIT ONLY

Posting Date 2013 Sep 23  
 Bank # 096  
 Research Seq # 8100559321  
 Account # [REDACTED] 2435  
 Dollar Amount \$9,450.00  
 Check/Store # 36973  
 DB/CR DB  
 Record Type # 01

GT M&T Op Acct 21167

<b>GENUINE TITLE, LLC</b>		37330
OPERATING ACCOUNT 11165 DCLFIELD BLVD SUITE 100 OWINGS MILLS, MD 21117 (410) 356-9363		7-11-520
PAY TO THE ORDER OF	<i>The Federal Savings Bank</i>	DATE <i>11/6/13</i>
	<i>eighty two hundred twenty five dollars</i>	\$ <i>8225.00</i>
	<b>M&amp;T Bank</b> <small>Owning M&amp;T New Town Office</small>	DOLLARS <input checked="" type="checkbox"/> <small>Check Feature Enabled</small>
FOR	<i>[Signature]</i>	
⑈037330⑈ ⑈052000113⑈		⑈2435⑈

FOR DEPOSIT ONLY

ENDORSE HERE

Posting Date 2013 Nov 12  
 Bank # 096  
 Research Seq # 8006808741  
 Account # [REDACTED] 2435  
 Dollar Amount \$8,225.00  
 Check/Store # 37330  
 DB/CR DB  
 Record Type # 01

GT M&T Op Acct 21514



GENUINE TITLE, LLC 37393  
 OPERATING ACCOUNT  
 11155 DOLFIELD BLVD SUITE 100  
 OWINGS MILLS, MD 21117  
 (410) 856-8868

DATE 11/18/13 7-11-520

PAY TO THE ORDER OF The Federal Savings Bank \$ 12,775.00  
twelve thousand seven hundred seventy five dollars DOLLARS

M&T Bank  
 Owning This New Town Office

FOR \_\_\_\_\_

⑈037393⑈ ⑆052000113⑆ ⑆2435⑈

FOR DEPOSIT ONLY

END OF SLIP HERE

Posting Date 2013 Dec 06  
 Bank # 096  
 Research Seq # 8105107615  
 Account # [REDACTED] 2435  
 Dollar Amount \$12,775.00  
 Check/Store # 37393  
 DB/CR DB  
 Record Type # 01

GT M&T Op Acct 21677

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*  
v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: