

The Deposition Upon Oral Examination of: TODD W. SCHNEIDER, taken on 3/17/23.

5

1 A. That is correct.

2 Q. And so we are conducting an investigation into

3 some of the activities of MV Realty, and

4 understood that you had information that would be

5 valuable to our investigation. So we appreciate

6 your cooperation and your being here today.

7 And you understand that your testimony is

8 being given under oath?

9 A. Yes.

10 Q. So what you answer here today is the same as it

11 would be before a judge and a jury; correct?

12 A. Yes, sir.

13 Q. My questions, your answers, whatever comments are

14 made by counsel, are being recorded by the court

15 reporter to ensure accuracy in your testimony.

16 When we're done you will be given a transcript of

17 your deposition and be given an opportunity to

18 correct any of your testimony. Do you understand

19 that?

20 A. Yes, sir.

21 Q. If you hear a question that you do not understand,

22 please tell me and I can rephrase the question or

23 ask it a different way. That's totally fine. If

24 you do answer the question I'm going to assume you

25 understand the question. Do you understand that?

6

1 A. Yes, sir.

2 Q. Because we're making a record, the other thing I

3 would ask is that you just give a verbal response.

4 So no uh-huh's, that sort of thing. So if you

5 don't mind just speaking clearly for the court

6 reporter. Do you understand that?

7 A. Yes.

8 Q. Also, the court reporter cannot take down two

9 people talking at the same time, so I'm going to

10 try and make sure I give you space to respond.

11 And, likewise, please make sure that you give me

12 space to ask the questions, and that way we can

13 capture an accurate record. Is that okay?

14 A. Yes.

15 Q. And then this is kind of an odd question, but this

16 again is just to make sure your testimony is not

17 tainted in any way.

18 Have you taken any drugs, alcohol, or

19 medications in the past 24 hours that you believe

20 would have an impact on your ability to give

21 accurate testimony today?

22 A. No, not at all.

23 Q. Is there any other reason as you sit here today

24 that you wouldn't be able to provide truthful,

25 responsive answers?

7

1 A. No.

2 Q. And are you otherwise prepared to answer the

3 questions that we have for you today?

4 A. I think so.

5 Q. Excellent. Did you do anything to prepare for

6 today at all?

7 A. No. I asked you if you could kind of give me a

8 framework, and you were like, nah, we don't do

9 that. So I was like okay, I don't know what to

10 brush up on.

11 Q. And basically we kind of covered it in the intro;

12 right? It's based on your prior employment with

13 MV Realty. We want to make sure we understand

14 what business practices they were engaged in, et

15 cetera.

16 Did you speak with anyone else about the

17 deposition?

18 A. My wife. Other than that, no.

19 Q. Could you state your full name and spell it for

20 the record, please.

21 A. My name is Todd Warren Schneider. Spell it

22 completely?

23 Q. Yes.

24 A. Todd, T-o-d-d, Warren, W-a-r-r-e-n, Schneider,

25 S-c-h-n-e-i-d-e-r.

8

1 Q. And what is your current mailing address?

2 A. [REDACTED]

3 [REDACTED]

4 Q. And do you run any businesses from that address?

5 A. I've got my real estate business that I run out of

6 there for EXP. But, no, nothing else.

7 Q. EXP, is that a brokerage?

8 A. Yes.

9 Q. So you operate as a broker associated with EXP;

10 correct?

11 A. That is correct.

12 Q. What is your age and date of birth?

13 A. [REDACTED].

14 Q. Do you have any arrests or convictions in the last

15 let's say ten years?

16 A. No.

17 Q. Any pending legal actions in which you're a

18 defendant in a lawsuit?

19 A. No.

20 Q. What is your educational history? Could you just

21 briefly tell us like high school, higher

22 education?

23 A. High school graduation, and I did not finish

24 college. I did about a year and-a-half at I. U.

25 Q. So some college and a high school degree; correct?

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1 A. Correct.

2 Q. And your current occupation is I believe you just

3 said you work as a broker for a brokerage?

4 A. Correct.

5 Q. And how long have you been there?

6 A. Since November of '22.

7 Q. And preceding your employment with EXP who were

8 you employed by?

9 A. MV Realty Indiana, LLC I think.

10 Q. How did you become associated with MV Realty, what

11 was your first interaction with them?

12 A. I want to say it was -- let me get my years right.

13 Just a second. I think it was October of '21 I

14 was approached, because I was my own broker at

15 that time, an independent broker, principal

16 broker, whatever term you want to put to it.

17 They asked me to be their backup person for

18 the MV Realty stuff that they were doing, the

19 Homeowner Benefit Programs. They sent me the

20 documentation. I think I forwarded that to you,

21 at least the form that they gave me. I just

22 looked at it and I was like that's not enough

23 money for me to keep up with what the requirements

24 were to be their "backup" broker in the event

25 their company would fail for some reason. So I

10

1 did dismiss that.

2 But then I looked further into them and I

3 thought, hey, this sounds like a pretty good deal,

4 so I reached out. And I think it was a recruiter

5 actually on LinkedIn or something like that, and

6 they connected us. We had an interview, and I

7 joined them because I thought it sounded pretty

8 cool.

9 Q. Do you remember the name of the recruiter that may

10 have contacted you on LinkedIn?

11 A. No, I don't.

12 Q. Do you still maintain your LinkedIn account --

13 A. I do.

14 Q. -- if we were to request messages or information

15 related to that?

16 A. Absolutely.

17 Q. And so once you were hired on, what did you

18 understand your -- or actually let's start with

19 how was the training that you received?

20 A. The training was a one week program. It started

21 on Monday, ended on Friday. And of course the

22 first day was introductory, and then getting into

23 the basics of how the brokerage works, and then

24 progressed to what they really wanted us to do,

25 was to do the HBA, the Homeowner Benefit

11

1 Agreement. Can I call it HBA?

2 Q. Absolutely.

3 A. HBA. You know what that is, obviously. It's

4 probably why we're here. So they went through all

5 of the policies and procedures for several days,

6 and then I think it was on that Thursday, the

7 fourth day, we did like mock calls with each

8 other.

9 We were on Zoom. The pandemic was going on

10 and we were on Zoom calls. So we were making

11 pretend calls amongst each other because a lot of

12 people have never done calls like that. We've

13 called, you know, particular people in the public

14 to list their homes, but not like this. So they

15 did those things. Talked about objections and

16 different things like that. And then I think

17 Friday, the last day, was like almost like a half

18 a day in pretend calls, and then we ended and then

19 we were picked up.

20 Q. And just as a point of clarification, when you say

21 objections, that is training meant to deal with

22 customer questions or concerns about the product;

23 is that correct?

24 A. Yes.

25 Q. And we'll get into that a little bit.

12

1 QUESTIONS BY MR. CASEY KLIPPEL:

2 Q. I have a clarifying question real quick. So HBA

3 is the Homeowner Benefit Agreement; correct?

4 A. Yes.

5 Q. And what is HBP? Is that the Homeowner Benefit

6 Program?

7 A. I've never --

8 Q. You've never heard that?

9 A. I've never heard it termed that way before. Yes,

10 I would agree with you that's what it means, but

11 we always -- our slang is HBA.

12

13 QUESTIONS BY MR. CHASE M. HALLER:

14 Q. So you did the Zoom training for a week. Did they

15 provide you with any materials?

16 A. Yes. Well, not immediately. But whenever I -- I

17 think it was a week or so later they sent a

18 booklet that was approximately an inch, an inch

19 and-a-half thick, of their policies and

20 procedures. I don't have that booklet anymore or

21 I would have given it to you.

22 Q. I'm going to ask the witness to look at what is

23 going to be marked as State's Exhibit 1. The

24 title of this exhibit is New Agent Orientation.

25 Are you aware that some states' Attorney General's

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1 offices have filed lawsuits against MV Realty?
 2 A. Yes. I've heard that, yes.
 3 Q. So the document that you're looking at is an
 4 exhibit from I believe a case in Massachusetts.
 5 Do you recognize what is marked as State's
 6 Exhibit 1? This is a presentation entitled New
 7 Agent Orientation Overview And Expectations.
 8 A. This looks very similar to what I think I sent you
 9 earlier this morning, but I don't recognize this
 10 particular one.
 11 Q. Okay. That's fine. I'm going to walk through
 12 this document, and if you just want to look at the
 13 very bottom of the pages, the page reference
 14 number, I'll refer to specific pages so that we
 15 can talk about this.
 16 I would like you to start with page 439,
 17 please, and that's a picture and profile for a
 18 Amanda Zachman. Z-a-c-h-m-a-n. Do you see that?
 19 A. I do.
 20 Q. Are you familiar with Ms. Zachman?
 21 A. Just on the Zoom calls. You know, just listening
 22 to her speak on some of the Zoom calls on Mondays.
 23 They had a company meeting every Monday at noon
 24 eastern, and sometimes she was on there and she
 25 would speak, and sometimes she wasn't.

14

1 Q. Do you know what her role in the company was?
 2 A. They always called her the founder. And we knew
 3 she had ownership percentage, but we didn't know
 4 much more than that.
 5 Q. So the extent of your interaction with her were in
 6 these weekly sort of team calls; is that correct?
 7 A. Correct.
 8 Q. How many participants would there usually be in
 9 these weekly team calls?
 10 A. There could be anywhere between 150 and 400, 500.
 11 If you look at the bottom of the screen you can
 12 see how many participants are in there on the Zoom
 13 calls, so that's what I saw. Sometimes there
 14 was -- I remember one, because I said wow, we have
 15 a lot of people here today. There was 460
 16 something. I don't know the exact figure.
 17 Q. And that was the most that you ever saw on any --
 18 A. That I ever looked to see. Because when you're on
 19 Zoom you get all the little -- what do you call
 20 that game show back in the day with the little
 21 boxes and stuff. You know, unless you click on it
 22 to see who is there or how many is there, you
 23 know.
 24 Q. Was her role in these calls like a leadership
 25 role, or --

15

1 A. Oh, definitely. Yes.
 2 THE REPORTER: Please wait for him to finish.
 3 THE WITNESS: Sure.
 4 Q. What types of things would she talk about then
 5 when she was on the calls, if you recall?
 6 A. Oh, she would talk about numbers, how they were
 7 doing, any changes that they might -- one example
 8 is when we do the valuation on the home we have to
 9 assign a number to it. And I'm sure we're going
 10 to probably talk about that later.
 11 But anyway, we went from .003 percent to
 12 .0027 percent. She was definitely on that call
 13 for sure, because she was explaining it. And I
 14 believe -- I always called him the right-hand man,
 15 but I know he had some big role with the
 16 company -- David Manchester was on that call as
 17 well.
 18 Q. Now, when you're referring to the .003 and .0027
 19 percent you're talking about the valuation
 20 algorithm that you used to determine the payment
 21 to homeowners as part of the Homeowner Benefit
 22 Agreement; correct?
 23 A. That is correct.
 24 Q. I just wanted to clarify that. Thank you.
 25 MR. YEOMAN: If you don't mind, I have a

16

1 couple of follow-ups.
 2 MR. HALLER: Sure.
 3
 4 QUESTIONS BY MR. JOSEPH YEOMAN:
 5 Q. When did that change happen from .003 to .0027? A
 6 rough time period is fine.
 7 A. It was midyear of '22. I want to say it was June
 8 maybe. May, June, or July. I'm pretty sure that
 9 was it.
 10 Q. Did you have any personal connection with Amanda
 11 Zachman?
 12 A. No.
 13 Q. Did you talk to her personally?
 14 A. No.
 15 Q. Did she ever come to Indiana?
 16 A. Not that I'm aware of.
 17 Q. Did she ever email you?
 18 A. No. Well, can I retract that?
 19 Q. Sure.
 20 A. She may have sent a mass email to everyone, but I
 21 don't remember that specifically. And I can't
 22 reference it anymore because I don't have my
 23 MV Realty account.
 24 Q. Did she ever send any messages, text messages to
 25 you?

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1 A. No.
 2 Q. Slack channel? You guys use Slack; correct?
 3 A. Yes, we use Slack.
 4 Q. Did she chat with you in a group about Slack?
 5 A. She may have been -- well, that would have been a
 6 Zoom call, not Slack. She may have sent mass
 7 information out, but not, you know, to me
 8 directly, no.
 9 MR. YEOMAN: Thank you.
 10
 11 QUESTIONS BY MR. CHASE M. HALLER:
 12 Q. I'm now going to ask the witness to turn to page
 13 440 of State's Exhibit 1. You just mentioned this
 14 gentleman. His name is David Manchester.
 15 Who did you understand David Manchester to be
 16 in his role in the company?
 17 A. I thought he was like the chief operating officer,
 18 or what is the next level down. You've got your
 19 COO, you got your CFO, you got your -- COO or
 20 something similar to a C level executive.
 21 Q. So he also appeared on these calls, correct, these
 22 weekly calls?
 23 A. Not all the time, but I would say one-fifth of the
 24 time.
 25 Q. And what types of things would he talk about on

18

1 the calls?
 2 A. Similar. Like, you know, changes, policy
 3 procedures, if there was a change in anything.
 4 Mostly he was kind of rah-rah.
 5 Q. So in other words, more of a motivational role,
 6 keeping you focused on goals and things like that?
 7 A. Yes.
 8 MR. YEOMAN: I'm sorry. A few follow-ups
 9 again.
 10
 11 QUESTIONS BY MR. JOSEPH YEOMAN:
 12 Q. Do you know if he ever visited Indiana?
 13 A. I do not.
 14 Q. Did he ever send you personal emails?
 15 A. No.
 16 Q. Would he send out mass emails?
 17 A. I do remember he did send some mass emails once or
 18 twice.
 19 Q. Okay.
 20 A. I mean with him as the sender.
 21 MR. YEOMAN: Okay. Thank you.
 22
 23 QUESTIONS BY MR. CHASE M. HALLER:
 24 Q. When people affiliated with the company would send
 25 emails you all had a specific email account that

19

1 you used when you were an employee; correct?
 2 A. Yes.
 3 Q. Do you remember the end of that email address, I
 4 guess what you call like the server tag, or, you
 5 know, @gmail.com? What was the MV Realty version
 6 of that?
 7 A. @mvrealty.com.
 8 Q. Do you recall what your email address was while
 9 you worked there?
 10 A. That's a good question. Once you get them, you
 11 save them. I'm pretty sure it was
 12 Todd.schneider@mvrealty.com. If it wasn't that it
 13 was Toddschneider@. You know, Todd Schneider
 14 spelled out completely.
 15 Q. Thank you. And I may have glossed over this, but
 16 can you recall around the approximate date when
 17 you started your training with MV?
 18 A. That was December of '21.
 19 Q. And then when did you start receiving leads or --
 20 A. January.
 21 Q. -- having to make phone calls?
 22 A. January. Apologies.
 23 Q. Just a reminder, yes, just make sure you allow
 24 enough time for me to finish so the court reporter
 25 can capture your testimony. And then how long

20

1 were you employed? When did you ultimately end up
 2 leaving MV?
 3 A. October of '22. Well, let me retract that. My
 4 license didn't officially transfer until November,
 5 but I was already in discussions to move in late
 6 October anyway. We was already set up, I was just
 7 going to wait until I got back from vacation and
 8 then make the switch.
 9 Q. And we'll get more into your compensation and
 10 stuff like that a little bit later. I want to go
 11 through this exhibit here. If you'll go to page
 12 441. This is a slide that identifies a gentleman
 13 by the name of Steven Krueger. Did you ever
 14 interact with Steven?
 15 A. Well, everyone did. I mean, it was mass scale.
 16 It wasn't like I would pick up the phone and call
 17 hey, Dave, how are you doing. It's not like that.
 18 If there were any issues, or if the CRM went down
 19 or anything like that, he would be the one we
 20 would notify and say I'm having problems, and then
 21 he would get it back up and running.
 22 Q. And what was the type of CRM or customer
 23 relationship management system that you were
 24 using?
 25 A. At the bottom of their page it says they made it,

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1 basically. It was theirs, basically. They came
 2 up with it.
 3 Q. So you might call it proprietary to them?
 4 A. Yes.
 5 Q. They might have had a vendor create it for them,
 6 or they might have created it themselves, but it
 7 was made for you to use in sales; correct?
 8 A. Correct.
 9 Q. And Steven, you only ever saw him or ever
 10 interacted with him remotely; is that correct?
 11 A. Correct.
 12 Q. Did he ever come here for any reason to the State
 13 of Indiana that you know of?
 14 A. Not to my knowledge.
 15 Q. Did he ever email you or otherwise contact you
 16 directly outside of mass emails and things like
 17 that?
 18 A. Possibly when -- individually as me probably only
 19 because I sent him an email saying, hey, the
 20 system is down, can you fix it, that type of
 21 thing. But for other conversational type stuff,
 22 no.
 23 Q. If you could move on to page 442, this is a slide
 24 in the same exhibit identifying operations manager
 25 Joseph Shaia. Do you recognize Mr. Shaia?

22

1 A. Yes, I recognize Mr. Shaia.
 2 Q. And what was Mr. Shaia's role in the company?
 3 A. He was an operations manager. He was the go-to to
 4 everyone. For example, if we had somebody that
 5 was on the edge of possibly not qualifying for the
 6 Homeowner Benefit Program and they wanted to move
 7 forward, we would do a CMA, a proper CMA. There
 8 is a procedure you go through, and then we would
 9 send it to him for approval.
 10 Q. And let me stop you for just a moment. Can you
 11 tell us what CMA stands for?
 12 A. Oh, I don't even know what it means anymore.
 13 Market analysis. Comparative marketing analysis.
 14 We throw those terms around so loosely anymore it
 15 just becomes --
 16 Q. I understand. So would you call him your
 17 supervisor, or how did he fit into the chain of
 18 command?
 19 A. Everyone was afraid of Joe Shaia. Even the
 20 brokers were afraid of him. He basically was in
 21 charge. I mean, he called the shots. And if the
 22 brokers didn't like it, tough. I mean, he made
 23 that very clear on one call that we were on where
 24 a couple of the brokers were actually interacting
 25 and said hey, we need to do this -- I don't

23

1 remember the exact topic, but he basically told
 2 everybody to shut their mouths and that's the way
 3 it's going to be. And I was like, okay, sure.
 4 Q. Mr. Shaia, was he often on these weekly calls
 5 then?
 6 A. Unless he was on vacation he was on the call.
 7 Q. Did he have any kind of leadership role in the
 8 call?
 9 A. He usually led the calls, primarily. Even if
 10 Ms. Zachman or David Manchester was on the call he
 11 usually was the leader of the call. And then, you
 12 know, he would introduce, you know, that Amanda
 13 would like to say some words or David would like
 14 to say some words or whatever.
 15 Q. So effectively it sounds like he kind of ran the
 16 agenda, and it sounds like also he may have been
 17 sort of the front line manager for the sales
 18 associates like yourself; is that correct?
 19 A. Yes.
 20 Q. And then how did that interact with -- I know
 21 there is a Mr. Kenton Williams, who my
 22 understanding was the managing broker for their
 23 broker company located here in Indiana; is that
 24 correct?
 25 A. Yes.

24

1 Q. And how was that different than your interaction
 2 with him?
 3 A. Well, technically Kenton Williams was in charge of
 4 Indiana, period, but basically Joe ran the show.
 5 And that was the one thing I asked Kenton one
 6 time, and I said hey, dude -- I'm sorry, it was us
 7 talking -- I said what's the deal? You're the
 8 broker. I mean, Joe will tell you what to do, but
 9 why is Joe telling us this, that, and the other,
 10 it should be flowing through you down to us. And
 11 he says it's Joe.
 12 Q. So is it fair to say that Joe had sort of an
 13 abrasive personality, or otherwise wasn't quite
 14 good at interacting with people?
 15 A. Correct.
 16 Q. Is that why people were afraid of him, or were
 17 there other reasons people were afraid of him?
 18 A. I do know that he did get some people fired, but I
 19 cannot confirm that. But, you know, we all talk
 20 when we're doing our business. Did you hear of so
 21 and so, you know, out in Oregon or wherever, and
 22 Joe fired him for something. I don't know what it
 23 was.
 24 Q. Would he ever discuss any of those firings or why
 25 somebody was let go?

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1 A. Not to me, no. Or not to the group that was on a
 2 call. Maybe to the brokers he did, but not to us.
 3 Q. Was it your understanding that these people were
 4 fired for low performance, or was there no details
 5 really about that?
 6 A. My understanding, personal understanding, was low
 7 performance, and others were -- personally I just
 8 think personality conflicts personally. But I
 9 don't know that for sure, so don't hold me to
 10 that. Maybe there was just cause. I have no
 11 knowledge.
 12 Q. Anything else you want us to know about Joe?
 13 A. The one thing I didn't like about Joe is I felt
 14 that he was a broker in New York, and he was
 15 making decisions on HBAs, whether they were
 16 approved or disapproved because they were on that
 17 marginal line, that our brokers should be making,
 18 not him, because he's not licensed here. And that
 19 was the one thing that -- I'm sorry.
 20 Q. Please continue.
 21 A. That was the one thing I brought to Kenton, and
 22 Kenton didn't really have any answers to it. He
 23 honestly did not want to challenge Joe.
 24 Q. I just want to clarify something. So Joe, if you
 25 had a case where let's say somebody was just below

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1 the percentage, or using the algorithm just below
 2 where you would be willing to give them a
 3 Homeowner Benefit Agreement, right, would Joe be
 4 the one that would ultimately make that decision?
 5 A. Ultimately, yes. We would submit the
 6 documentation to him based on our findings. We
 7 did it directly from the MLS. So at that point we
 8 used the MLS to pull a CMS directly out of the ML.
 9 And then we would send all of that documentation
 10 to him, we would show him what we did to how we
 11 got there, and then ultimately he would make the
 12 decision. And if he was not available, which he
 13 usually was, but if he was not available then we
 14 were to send it to David Manchester.
 15
 16 QUESTIONS BY MR. CASEY KLIPPEL:
 17 Q. So what is a marginal case? Like how do you
 18 decide whether a homeowner is approved or not
 19 approved for one of these HBAs?
 20 A. It was \$130,000. And there is a process, and I
 21 think I sent you how we figured that dollar
 22 figure. And if they were like at \$125,000 or
 23 \$126,000, or just under a little -- not \$110,000,
 24 we wouldn't even waste our time -- but \$125,000,
 25 \$126,000, something like that, then we would go

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1 ahead and pull a CMA and run those numbers.
 2 If the CMA put it above, then we would submit
 3 it to Joe and say, hey. Because there are little
 4 pockets here and there where you have a -- you use
 5 an algorithm, AVMs, all the time. You got RPRs.
 6 What is the other ones. There is a few others.
 7 It's a blanket for the zip code or it's a
 8 blanket for a certain area. But that particular
 9 pocket -- and we know -- well, we should know, put
 10 it that way, as agents we should know those areas
 11 that are better areas than not. You know, there
 12 is parts of the IPS area that, you know, like
 13 in -- shoot, east side -- Irvington. The
 14 Irvington area. There is pockets over there that
 15 are very nice, but the values may be lower on an
 16 AVM model, but if we go and pull CMA values they
 17 are higher. They really are. But then you go
 18 five blocks to the west of that and no, that's not
 19 going to work.
 20 Q. So is that a \$130,000 home value, or --
 21 A. Correct.
 22 Q. And what is AVM?
 23 A. Automated Valuation Model.
 24 Q. And then did you pull a CMA on every home that you
 25 thought was going to be approved through the AVM

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1 model?
 2 A. No. Oh, no. Let me -- do you want to cover that
 3 now?
 4 MR. HALLER: Yes. I mean, he's asking, so
 5 there's --
 6 A. (Continued) All right. Our first order of
 7 business was we check on a homeowner if they were
 8 interested, so they want to know what they would
 9 be able to get. If the home sold in the past 12
 10 months, we used the last sold price. But if that
 11 wasn't a factor, then we use RPR. Realtors
 12 Property Resource I believe. That is what they
 13 call it. That was our first thing. If we
 14 couldn't get a value there, then we went to -- oh,
 15 God, what was it called.
 16 MR. HALLER: Brokers price opinion?
 17 A. (Continued) No, no. I'm sorry. If you don't
 18 mind, can I look at these real quick? I printed
 19 out a couple of things for the valuation. There
 20 was one page for valuation. I forget the name of
 21 it. It's in my MLS. There is RPR, then there
 22 is -- come on, let me find it. I should have
 23 worked this out already. Okay. Here we go. You
 24 probably have it. You have this, don't you?
 25 MR. HALLER: We have a version of that that

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1 we're going to talk about, yes.
 2 A. (Continued) So we go to RPR, and that is an AVM.
 3 And if it doesn't meet that, then it's done. It's
 4 over. If it meets that -- oh, I'm sorry. If it
 5 doesn't meet that -- or, no, sorry. If there is
 6 no value, if RPR says nothing, it's got no value
 7 that it can give to it, usually those are
 8 properties that are more suburban or rural, like
 9 on the edge of towns and things like that. Or
 10 say, for example, Rushville or Connersville, a
 11 town like that. Okay. Where a lot of times RPR,
 12 it doesn't have enough data to give you an actual
 13 value.
 14 So then you move to the -- what is it called.
 15 Oh, you use their model. Inside of our CRM there
 16 is a place to go, and you click on that and it
 17 either comes from Blacknight or Attom Data. It's
 18 a very common valuation model that Wall Street
 19 uses constantly for commercial and otherwise.
 20 So we went to the CRM, and then we went to
 21 the other one. What is the other one. Shoot.
 22 I'm trying to find it. Remine. That's the one.
 23 If we couldn't get a value on the CRM, then we
 24 went to Remine. If we couldn't get a value on
 25 Remine, then we did a CMA.

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1 typically for properties, or like lower?
 2 A. It was a crap shoot. You just didn't know what
 3 you were going to get. If it was in the local MLS
 4 where I could pull the real data from, yes.
 5 That's perfect. But if it was in like Fort Wayne,
 6 I'm not a member of the Fort Wayne MLS, so I would
 7 use RPR to pull comps out of that. It does have
 8 access to that, so we can do that.
 9
 10 QUESTIONS BY MR. JOSEPH YEOMAN:
 11 Q. As a follow-up -- a couple of follow-ups. So if
 12 you submit it, did you submit it into the system
 13 to ask for permission, or would you send things
 14 personally to Joe?
 15 A. Personally to Joe, to his personal email address.
 16 Q. And he would personally respond to you; correct?
 17 A. Correct.
 18 Q. To do this did you go through Kenton Williams?
 19 A. No.
 20 Q. And to clarify, Kenton Williams is a human being?
 21 A. Yes. He's real. I've met him.
 22 Q. Do you know if Joe came to Indiana?
 23 A. No, I have no idea.
 24 Q. Did you personally talk to Joe on the phone?
 25 A. A couple of times. If I didn't get a response

30

1 QUESTIONS BY MR. JOSEPH YEOMAN:
 2 Q. Are you saying Remind or Remine?
 3 A. R-e-m-i-n-e. It is a tool that agents here in the
 4 state -- well, I think most states have it, but
 5 all agents have access to it. RPR, not obviously
 6 their -- you know, if you could pay for Attom
 7 Data, but we don't do that.
 8
 9 QUESTIONS BY MR. CASEY KLIPPEL:
 10 Q. So if you were sending Joseph one of the kind of
 11 marginal cases where you're kind of in between if
 12 they should be approved or not, what data would
 13 you provide to him?
 14 A. I would give him all of the data. I would state
 15 that the RPR didn't have a value, the CRM that we
 16 use through them didn't have a value, and Remine
 17 did not have a value. So here is the CMA that we
 18 can put together, and submitted it. Now, that
 19 being said, because we were operating statewide,
 20 we usually used RPR to get our comps.
 21
 22 QUESTIONS BY MR. CHASE M. HALLER:
 23 Q. Comparable sale numbers?
 24 A. Yes.
 25 Q. Would you say that resulted in a higher value

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1 through email I would call and say, hey, I
 2 submitted X, Y, Z, could you please take a look.
 3 Q. Outside of emailing about these fringe cases did
 4 you email back and forth with Joe on any other
 5 topics?
 6 A. No.
 7 Q. At the beginning when you first saw Joe's face on
 8 here, slash his name, you had a reaction, kind of
 9 a roll your eyes back, slash, like laughing. What
 10 was that for?
 11 A. Yes, I did. Let's just say Joe isn't a nice
 12 fellow, and I'll keep it clean.
 13 Q. Does that mean -- did you hear him -- at any point
 14 in time did you hear him yell?
 15 A. I've heard him yell on Zoom calls.
 16 Q. Have you heard him swear on Zoom calls?
 17 A. No, I haven't heard that.
 18 Q. Did you ever hear him talk down to anybody, or --
 19 A. Condescending in a general way, but not to a
 20 specific individual.
 21 MR. YEOMAN: Okay. Thank you.
 22
 23 QUESTIONS BY MR. CASEY KLIPPEL:
 24 Q. Did MV Realty ever ask you to look at different
 25 valuations to make a property fit into the

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1 guidelines, or did you go off of the first
 2 valuation that came back?
 3 A. No, we were required to follow the procedure
 4 always. So if RPR -- first of all, the first
 5 thing is did it sell within the last 12 months,
 6 then that's the price and that's it. Then we went
 7 to RPR. If it gave us a value, that's the value
 8 that we would use.
 9 I asked that question. I said, you know,
 10 hey, I know this area a little bit better, Remine
 11 is giving a little bit better of a number, and I
 12 know RPR is giving us a number, so -- or CRM or
 13 whatever. Whatever. The lower, the next step
 14 where we would take this, and that's the number we
 15 run with, the first valuation that we got a real
 16 number with. And I say, hey, this secondary one
 17 is doing -- you know, it's a little bit better,
 18 and I know that area, it is a little bit better,
 19 can we use it. And they would always say no, but
 20 it was because of their investors. And I was told
 21 that by Joe one time and I was told that by
 22 Melinda Vega one time.
 23 Q. Do you know who those investors are?
 24 A. The last I know of was Monroe Capital. That's all
 25 I know. They said they had other investors that

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1 had come on board, but I only know of Monroe for
 2 sure.
 3 Q. Did you ever talk to anybody at Monroe Capital?
 4 A. No.
 5
 6 QUESTIONS BY MR. JOSEPH YEOMAN:
 7 Q. Did they elaborate when they said investors? Did
 8 they say what that meant?
 9 A. No. But I think it was Kenton that explained to
 10 me at some point -- this was further on, that they
 11 were actually securitizing these and selling them
 12 off. Monroe was I guess -- I work with hedge
 13 funds, so I know a little bit about this. I don't
 14 know a lot obviously because that's not my world.
 15 But Monroe would fund, and they would get so many
 16 of them, just like mortgages and stuff like that.
 17 They would take them and package them and then
 18 sell them off into the securities market is what I
 19 was told. And that was confirmed by a lot of
 20 people.
 21 Specifically Kenton I believe is the one who
 22 explained it to me first, and then we all started
 23 talking. Because I would ask them questions like,
 24 hey, man, can you really do this, is that even
 25 possible.

35

1 QUESTIONS BY MR. CHASE M. HALLER:
 2 Q. Did you get the impression that Monroe Capital in
 3 any way controlled the guidelines for the program,
 4 the Homeowner Benefit Program?
 5 A. Oh, I'm quite certain that they had some input on
 6 the program. They had to because -- I'm sorry.
 7 Q. Is that based on your prior testimony of their
 8 name being used to suggest that that's a reason
 9 why you could or couldn't approve a particular
 10 homeowner?
 11 A. Part of the reason. But then when interest rates
 12 started rising last year, then we made the switch
 13 from .003 percent to .0027 percent, and that was
 14 because interest rates were rising and Monroe
 15 needed to get a better deal.
 16 Q. So your understanding was that Monroe gave that
 17 directive to MV; is that correct?
 18 A. That's my understanding. But obviously I was not
 19 in the room, I have no idea. Or in the calls or
 20 whatever, you know.
 21 Q. And that information came from Kenton Williams; is
 22 that correct?
 23 A. Correct.
 24 Q. And do you know who he would have gotten that
 25 information from, did he tell you that?

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1 A. Well, he said that once a week they had broker
 2 calls, all states broker calls once a week. And
 3 Amanda was on there and I don't know who else, but
 4 I know Amanda was on there. And I can't remember
 5 if he specifically said it come from Amanda or
 6 not, but it came off of one of those calls.
 7
 8 QUESTIONS BY MR. CASEY KLIPPEL:
 9 Q. Did you ever attend one of the all state calls,
 10 the all state broker calls?
 11 A. No. I wasn't invited.
 12
 13 QUESTIONS BY MR. JOSEPH YEOMAN:
 14 Q. So a clarification about the operation. So we
 15 have management down in Florida; correct? That
 16 would be Amanda and David Manchester. They are
 17 located in Florida; correct?
 18 A. Correct.
 19 Q. And then in Indiana it's set up that you have a
 20 broker, and then you work under the broker?
 21 A. Correct.
 22 Q. So each state would be similar to that?
 23 A. Identical. Yes.
 24 Q. So the system then would be you as the real estate
 25 agent at the bottom, the broker, and then

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1 management down in Florida?
 2 A. As far as the brokerage was concerned, yes. As
 3 far as being a normal regular real estate agent
 4 broker, you know, type of associate broker, yes.
 5 However, when it came to the Homeowner Benefit
 6 Agreements Kenton was not -- I'm sorry, my state
 7 broker, Kenton Williams, was not really involved
 8 really too much. It was Florida and Joe Shaia.
 9 Q. So what did Kenton do?
 10 A. He just basically handled listings and stuff. I
 11 think he was on the weekly calls that all of us
 12 had for HBA, but he really didn't participate much
 13 at all in that stuff. He didn't even sign the HBA
 14 agreements.
 15
 16 QUESTIONS BY MR. CHASE M. HALLER:
 17 Q. Do you know who signed those typically?
 18 A. Amanda. At least that was -- I think I sent you a
 19 blank one, and that was her signature block. The
 20 Homeowner signed it, and then it was overnighted
 21 to Florida, and then at some point Amanda signed
 22 it.
 23 Q. And We'll get into that I think in a little bit
 24 here.
 25

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1 QUESTIONS BY MR. CASEY KLIPPEL:
 2 Q. Do you know if Indiana had any other brokers?
 3 A. To my knowledge, no. No other branch offices. I
 4 did mention to you that there was a new brokerage
 5 that popped up that I happened to see, because I
 6 was actually curious if they closed. And I typed
 7 in, you know, the PLA thing. I don't know if you
 8 know about that (inaudible).
 9 THE REPORTER: Slow down and speak up,
 10 please.
 11 A. (Continued) Okay. Out of curiosity I wanted to
 12 see if MV Realty did in fact close, because of the
 13 litigation that was going on. So I searched the
 14 PLA, the Professional Licensing Agency, to see if
 15 it was still there, or if the facility closed, you
 16 know. And it was still open, and Kenton was still
 17 the broker. Kenton Williams. But then I noticed
 18 there was another MV. I was like what is this.
 19 It was MV Brokerage of Indiana. And I clicked on
 20 it, and it said Kenton Williams was the broker of
 21 that. So I don't know if that was a branch office
 22 that they did a d/b/a on -- I have no idea.
 23
 24 QUESTIONS BY MR. CHASE M. HALLER:
 25 Q. I'll ask you to turn to page 443, which would be

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1 the next page of that slide presentation. It
 2 would be this exhibit here, State's Exhibit 1.
 3 A. Say that again.
 4 Q. Just turn to the next page. 443.
 5 A. Yes.
 6 Q. Do you recognize any of these folks? This is a
 7 slide entitled MV Realty Training Department, and
 8 it lists an Annie Lee, Sydney Groth, and then
 9 Melinda Vega. Do you recognize any of those
 10 individuals?
 11 A. I recognize Annie Lee and Melinda Vega. Sydney
 12 Groth, as far as I know I recognize the name, but
 13 I had really no interaction with her.
 14 Q. Are these the folks that provided your initial
 15 training, like when you did live training?
 16 A. Correct.
 17 Q. So would they present materials and just kind of
 18 go through slides and facilitate the trainings, is
 19 that what these folks did?
 20 A. Yes.
 21 Q. Do you know if they authored the training
 22 materials, or if the training materials were
 23 authored by someone else?
 24 A. Oh, I have no idea.
 25

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1 QUESTIONS BY MR. JOSEPH YEOMAN:
 2 Q. Did you have regular contact with any of the three
 3 of them in these weekly meetings? Were they on
 4 weekly meetings?
 5 A. I know Annie Lee and Melinda Vega were, because
 6 they were my primary two trainers with our group
 7 that came in. And Melinda and Annie had trainings
 8 I want to say Tuesdays and Thursdays. A couple of
 9 times a week. Let's just say a couple of times a
 10 week they had training. If you wanted additional
 11 training you could jump on there at certain times
 12 and they had different call scripts dealing with
 13 objections, that sort of thing.
 14
 15 QUESTIONS BY MR. CASEY KLIPPEL:
 16 Q. When you say came in, did they come to Indiana to
 17 train?
 18 A. Oh, no. No, it was a Zoom call. Everything we
 19 did was Zoom calls.
 20
 21 QUESTIONS BY MR. CHASE M. HALLER:
 22 Q. All right. If you could move on to the next
 23 slide, please, and this is page 444 of that same
 24 exhibit. It's entitled Agent Sales And Operations
 25 Team. Do you recognize any of these individuals?

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1 There is Jessica Chase, Valerie Lawrence, Chad
 2 Stice, S-t-i-c-e, Leonel Sanchez, and Michelle
 3 Martin.
 4 A. Leo -- we called him Leo Sanchez. Definitely
 5 recognize him. He was a good guy. He worked out
 6 of the corporate office, and if we had issues or
 7 we needed to -- hey, you know, what do you think
 8 about this or what do you think about that, he was
 9 a good man to bounce ideas off of. I don't know
 10 if he had a proper title or not within the
 11 company, but he was relied on heavily. I know
 12 that.
 13 Q. Was he more or less sort of a sales coach?
 14 A. Correct. That would be the best way to identify
 15 him.
 16 Q. Would you say his demeanor around sales was pushy
 17 in any way?
 18 A. No.
 19 Q. Anyone else on the slides you recognize?
 20 A. Chad Stice is -- the acronym was ASM. I forget,
 21 assistant sales manager maybe. I don't know what
 22 the acronym was for. But basically he was agent
 23 support.
 24 Q. So again he would be someone that would provide
 25 support to agents around the country when they had

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1 questions?
 2 A. Correct.
 3 Q. Did these folks have a regional group that they
 4 were in charge of?
 5 A. That would have been Mechelle Martinez. She had a
 6 region, and I happened to fall in her region. But
 7 it was really weird. It wasn't divided by like a
 8 group of states together and that person handled
 9 that. They handled people all over the country,
 10 but they called it like a regional thing or
 11 something like that.
 12 Q. Do you happen to know if they did any direct sales
 13 to customers or people who were looking for the
 14 Homeowner Benefit Agreement?
 15 A. Well, I know that they did in their own state. I
 16 know Leo was in Florida, Chad I think was in Ohio.
 17 Michelle, I want to say she was Tennessee, but I
 18 can't be sure of that.
 19 Q. So to the extent they did do sales are you aware
 20 that any of them did sales in Indiana?
 21 A. No, no.
 22 Q. Did you ever visit with any of them in the State
 23 of Indiana, did any of them ever travel here on
 24 business to your knowledge?
 25 A. No.

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1 Q. So is it safe to say the extent of your
 2 interaction with them would have been by
 3 telephone, email, or Slack?
 4 A. Correct. I was going to say that they relied
 5 heavily on Slack.
 6 Q. Speaking of that, if you could turn to the next
 7 slide really quickly. A couple of things. There
 8 is a reference to Slack, the utility. How was
 9 Slack used in the office for doing your daily
 10 tasks?
 11 A. Slack basically was we had our state room for
 12 agents within our state, and then for Homeowner
 13 Benefit support, technical support, there was a
 14 separate channel for that. Training, there was a
 15 separate thing for that. And Slack, it's like an
 16 intercom basically. You know, I mean, you're not
 17 talking to them like a walkie talkie talking
 18 speech, but you get a hold them immediately. If
 19 you need a single individual you can Slack them
 20 and they will come back.
 21 Q. So there was an Indiana specific state channel; is
 22 that correct?
 23 A. Correct.
 24 Q. And that would be where if you had a question
 25 about -- what kind of questions would people put

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1 on there I guess is the question?
 2 A. In the state group we would talk amongst ourselves
 3 about, hey, what do you think about this or that
 4 or whatever, and usually it was technique.
 5 Objections. You know, how do you overcome this
 6 objection, that sort of thing within our group in
 7 the State of Indiana. But usually those
 8 discussions spilled into the national group of,
 9 you know, the sales and how to deal with
 10 objections, the training people like Melinda and
 11 Annie. Because Annie was the head trainer, and
 12 Melinda was also a trainer. At least that was
 13 explained to me of that's the way it was.
 14 Q. And then is it true that the company kept
 15 documents and things like that on Google Drive?
 16 A. Correct.
 17 Q. And how did you have access to the Google Drive,
 18 would someone provide access to the Google Drive
 19 for you?
 20 A. No, the Google Drive was within our CRM. The CRM
 21 itself. Everything was contained within the CRM,
 22 and if we needed access to those documents we
 23 could click on the training materials and then go
 24 to the proper section to get whatever we needed.
 25 Q. Is it safe to state that the majority of

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1 documents, whether it was training, templates,
 2 things like that that you needed to use to do your
 3 job, were kept on Google Drive?
 4 A. Correct.
 5 Q. And is it safe to say the primary form of
 6 communication used was Slack?
 7 A. Correct.
 8 Q. And then what was used most often after that,
 9 would it be email?
 10 A. Yes.
 11
 12 QUESTIONS BY MR. CASEY KLIPPEL:
 13 Q. One other question. In the state specifics chat
 14 were any of the individuals we've talked about
 15 this morning in the state specific chat?
 16 A. I'm thinking. Just bear with me. I believe Joe
 17 Shaia was in all state chats. Maybe some other
 18 people from corporate. I'm not sure. I'm pretty
 19 sure there was at least one or two involved with
 20 those chats. So that if there was anybody saying
 21 anything that wasn't "company policy," then he
 22 would chime in or somebody else would chime in and
 23 say no, that's not the way we do it, this is the
 24 way we do it or something like that.
 25

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1 QUESTIONS BY MR. JOSEPH YEOMAN:
 2 Q. Was Amanda Zachman in Indiana's Slack channel?
 3 A. Not that I'm aware of.
 4 Q. What about David Manchester?
 5 A. I don't remember him. But you have to remember,
 6 they had the master. They were probably involved
 7 in everybody's whether we knew it or not.
 8 Q. But do you remember speaking to Joe in the Indiana
 9 specific Slack channel?
 10 A. Not specifically in the chat channel. I usually
 11 just Slacked him personally and said, hey, I sent
 12 you an email for a valuation, would you take a
 13 look at it.
 14
 15 QUESTIONS BY MR. CHASE M. HALLER:
 16 Q. Could you turn to page 451 in that same exhibit,
 17 please. It's titled "Activity KPIs, Setting You
 18 Up For Success." So it says, if you look at the
 19 first bullet there, "All States Have An Assigned
 20 Agent Support Manager." Do you see that?
 21 A. Correct.
 22 Q. Who was your agent support manager?
 23 A. Well, they changed. That was an ASM. I didn't
 24 even know what the ASM stood for. It was
 25 Mechelle, and then there was a Tina, and I don't

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1 remember her last name. But she was our state
 2 support rep at the end. Because they made a lot
 3 of changes because a lot of people were joining
 4 every month. They have trainings and then new
 5 people would join, so some people moved around,
 6 some people stayed, but they picked up additional
 7 people. I don't remember who was exactly my last
 8 one. I don't remember.
 9 Q. It says here that after your training the role of
 10 agent support manager would be to assess your
 11 activity and production, give you expectations and
 12 set new goals.
 13 Did you ever have a meeting like that with
 14 the agent support manager?
 15 A. No meeting. On the phone I got called once
 16 because I wasn't doing my eight outbound calls per
 17 day. Or, no, I wasn't picking up on eight inbound
 18 calls per day. That's what it was. I didn't like
 19 taking those particular calls, and just to be
 20 honest I blew them off; okay? So we had a
 21 discussion. I believe that was Mechelle. I
 22 didn't really think anything of it because I had
 23 already made up my mind pretty much at that point
 24 I was getting ready to leave. This was
 25 telemarketing, this wasn't real estate.

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1 Q. What did you understand your job to be, your job
 2 duties? When you were first hired on and you did
 3 your training, what expectation did they give you
 4 in terms of what your role was?
 5 A. At that particular time it was claim 30 leads a
 6 day, which was very easy to make those calls, and
 7 then at that point do your regular duties.
 8 Q. On the same slide it says just like you said,
 9 consistently need to claim a minimum of 30 leads
 10 daily, 150 claimed leads weekly, follow-up call
 11 with leads claimed, at least two appointments a
 12 week, and a minimum of 15 inbound calls weekly;
 13 correct?
 14 A. Well, they -- this is outdated, because at the end
 15 before I shifted out it was eight inbound calls
 16 per day.
 17 Q. So it went up pretty exponentially, because it
 18 went from 15 weekly to eight inbound calls a day
 19 you were expected to handle?
 20 A. Correct.
 21 Q. Did your compensation change as a result of that?
 22 A. No.
 23 Q. And I'll get into your compensation here shortly,
 24 but it says the other expectation is that you were
 25 to be available for all signings. So when it says

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1 all signings, was that relating to the signings of
 2 the Homeowner Benefit Agreement?
 3 A. Yes.
 4 Q. And so your role, you weren't necessarily present
 5 personally, correct, for those signings?
 6 A. No.
 7 Q. So your job was to be available by phone?
 8 A. Correct.
 9 Q. And did you follow that directive?
 10 A. Yes.
 11
 12 QUESTIONS BY MR. JOSEPH YEOMAN:
 13 Q. Just as a follow-up quick, you mentioned that it
 14 went -- this is outdated at 15. It says 15
 15 inbound per week, but when you were finishing up
 16 it was eight, correct, per day?
 17 A. That is correct. Eight per day.
 18 Q. When did that switch change?
 19 A. July, August.
 20 Q. Of 2022?
 21 A. Yes. July or August of 2022.
 22 Q. Is that the same time period it went from .003 to
 23 .0027?
 24 A. That came a month or so prior to that.
 25 Q. But --

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1 A. I'm pretty sure.
 2 Q. But a very close time period, though?
 3 A. Yes.
 4
 5 QUESTIONS BY MR. CASEY KLIPPEL:
 6 Q. Did your number of calls pick up during that time
 7 period, the number of inbound calls pick up?
 8 A. Yes. A lot.
 9
 10 QUESTIONS BY MR. CHASE M. HALLER:
 11 Q. Did they ever explain why? Was it because the
 12 business was growing, was that the understanding
 13 they gave you?
 14 A. Well, they were doing more advertising on Facebook
 15 is what I was told. Facebook and what is it,
 16 Google, Paper Click and that sort of thing. And
 17 the list that -- they explained that they were
 18 buying lists from I'm assuming people who wanted
 19 to refinance and things like that. They were
 20 buying lists from different providers of that.
 21
 22 QUESTIONS BY MR. JOSEPH YEOMAN:
 23 Q. And I know we'll get more into the telephone stuff
 24 in a little while, but as a general -- two more
 25 general questions. You mentioned when it

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1 mentioned inbound calls you did not like doing
 2 them. Why?
 3 A. Because -- I'm trying to think how to phrase this
 4 properly. They had a telephone call out to these
 5 people -- we found this out later; okay? Somebody
 6 would call, an auto bot I guess would call, and we
 7 a missed call. They would call it back, they
 8 would route it to us, and then we would start our
 9 spiel, and these people had no idea what or why
 10 they were being called. And then I would have to
 11 explain to them that at some point they must have
 12 filled out a form online saying they needed cash
 13 or were wanting to do a refinance or stuff, and we
 14 have an alternative to that if they would be
 15 interested in listening.
 16 Q. So, in other words, they weren't soliciting the
 17 business directly from you, you all were
 18 soliciting them; right?
 19 A. Well, in a robocall, yes. Well, I don't know if
 20 it was -- I can't say it was a robocall. I can't
 21 say that. Somehow a phone call got to that
 22 person, and then it was routed back to us.
 23 Q. But I think -- yes, your testimony I think was the
 24 majority of the people you spoke with in those
 25 calls didn't really understand necessarily why you

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1 were calling, though; is that correct?
 2 A. That is correct. One gentleman -- and thank God
 3 he had a good sense of humor. When I picked up
 4 the phone and said hi, this is Todd Schneider, can
 5 I help you, blah, blah, blah, he goes I'm calling
 6 because I guess I won the prize. And I said what
 7 prize. He goes you guys are supposed to be giving
 8 away a prize or something. And we had a long
 9 conversation and I said, well, can I ask you
 10 how -- and that's when I really started
 11 understanding what was going on at that point. I
 12 was like, oh, my God.
 13 He said that he got a call, left a voicemail
 14 message to call back, something about a prize, and
 15 then he called back. And then he was routed to me
 16 because we live in Indiana. And I was like, oh,
 17 my God.
 18 Q. Did you get other calls like that from individuals
 19 who thought they had won something or it was a
 20 government program or anything like that?
 21 A. Yes, now that you jogged my memory. Not the
 22 prize. He was the only one about the prize. He
 23 was a funny man. We had a good laugh. But a
 24 government program, I have had people say that
 25 they thought this was related to some type of

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1 government program.
 2 Q. Did they ever explain why they thought that --
 3 A. No, they --
 4 Q. -- because of the nature of the advertisements or
 5 anything like that?
 6 A. No, they just said they saw something online, or a
 7 telephone call or something like that, but they
 8 never elaborated. Once they realized this wasn't
 9 that, they wanted to get off the phone pretty
 10 quick. Some people just clicked.
 11
 12 QUESTIONS BY MR. CASEY KLIPPEL:
 13 Q. The funny guy that called about that he won the
 14 prize, do you happen to remember his name?
 15 A. No, I don't. I'm so sorry.
 16 Q. Would you have any record of who that would be?
 17 A. No.
 18
 19 QUESTIONS BY MR. JOSEPH YEOMAN:
 20 Q. And another follow-up. You mentioned that the
 21 outbound calls, the minimum not of 30 per day, you
 22 said those were easy to make. Why were those easy
 23 to make?
 24 A. Well, the way it is, is they have leads on the
 25 CRM, and you just log in and there it is. You

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1 claim it, and all the information pops up and you
 2 just make the call. Most people see the call, so
 3 they don't answer, so I leave a short message like
 4 this is Todd with Homeowner Benefit Program, blah,
 5 blah, blah.
 6 (A brief discussion was held off the record
 7 at this time.)
 8
 9 A. (Continued) Anyway, I would leave my message.
 10 Usually it was very short and brief, explaining a
 11 little bit about our program, if they have
 12 interest please give me a call back. I could do
 13 those very quickly. In two hours or so I would be
 14 done, and then on with my day doing other stuff.
 15 MR. HALLER: Let's go ahead and break here.
 16 Let's take ten minutes. We'll be back at five to
 17 11:00.
 18 (A brief recess was taken at this time.)
 19
 20 QUESTIONS BY MR. CHASE M. HALLER:
 21 Q. Okay. We are back on the record. Do you
 22 understand that you're still under oath, sir?
 23 A. Yes, sir.
 24 Q. Did anything happen during the break that would
 25 make you unable to provide testimony accurately?

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1 A. No.
 2 Q. So we're going to move on or talk a little bit
 3 more about your job duties, but I want to briefly
 4 have you look at page 452 of State's Exhibit 1
 5 still.
 6 A. Okay.
 7 Q. This is titled "Payroll & Human Resources, How
 8 you're paid as an MV Agent." It says you are W-2
 9 employees with benefits at 90 days, and you have
 10 taxed commissions. What does traditional RE stand
 11 for?
 12 A. Traditional real estate.
 13 Q. So it says "Traditional & HBA RE commissions are
 14 separate from HBA." What does that mean?
 15 A. Traditional and HBA real estate commissions are --
 16 well, I mean it is what it says. They are
 17 different than the HBA commission, meaning that
 18 the Homeowner Benefit Agreement commissions are
 19 \$500 strict, paid, period. And that is W-2. I'm
 20 sorry, that is -- yes, the \$500 is W-2 commission
 21 income. Traditional real estate and the real
 22 estate commissions are if somebody lists with an
 23 HBA contract or a traditional real estate listing,
 24 that is 1099 income.
 25 Q. So if you're selling the product, in other words,

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1 you were given compensation in the form of
 2 employment wages by commission, it's a \$500
 3 commission per Homeowner Benefit Agreement; is
 4 that right?
 5 A. And that was considered to be falling under their
 6 W-2 program. Salary with a -- what do you call
 7 it, an advance, if you will. If you don't do, you
 8 know, three or four of them in 15 days then they
 9 would front you the money and you have to make it
 10 back up, otherwise you go in the hole, and then it
 11 goes back and forth. That's the way that worked.
 12 Q. So is it fair to say that when you were selling
 13 the HBA Agreements you were acting as an employee
 14 of MV Realty?
 15 A. Correct.
 16 Q. Do you recall who was the payor of your checks or
 17 your direct deposits? Like what entity was your
 18 W-2 employer?
 19 A. MV Realty.
 20 Q. MV Realty of Indiana, LLC, or MV Realty like a
 21 different entity, if you recall?
 22 A. It wasn't MV Realty of Indiana. I can tell you
 23 that.
 24 Q. Okay. So that money you presume -- I understand
 25 that you presume or are perhaps not sure, that you

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1 were paid from the Florida entity?
 2 A. Correct.
 3 Q. And so the HBA Agreement you said is a strict flat
 4 \$500 commission for every one you converted?
 5 A. Correct.
 6 Q. So you would only get paid if obviously they
 7 signed up and participated in the program?
 8 A. Correct.
 9 Q. The real estate commission was separate in that
 10 those were listings; right? So if Kenton Williams
 11 would get a call that one of your consumers wanted
 12 to list your home, that would be the real estate
 13 commission item --
 14 A. Correct.
 15 Q. -- if you were assigned that. And it says you
 16 were paid in direct deposit or check. Do you
 17 recall if you were paid by direct deposit or
 18 check?
 19 A. I was paid direct deposit.
 20 Q. Do you still have records of those payments, do
 21 you still use the same bank that you used at that
 22 time?
 23 A. Yes.
 24 Q. And it says you were paid twice a month; is that
 25 correct?

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1 A. Yes.
 2 Q. And then it says you are not salaried in any way.
 3 So you did not receive any salary; is that
 4 right?
 5 A. Well, they explained it as there was W-2 income.
 6 The HBA.
 7 Q. But it was by commission only, though; right?
 8 A. Yes, yes. Okay.
 9 Q. So basically if you sold no HBA Agreements you got
 10 no income?
 11 A. Unless I dipped into the advancement.
 12 Q. Okay. Let's talk about that. So there is also
 13 this reference in this slide that says RE
 14 commissions don't apply to your HBA deficit.
 15 Is that what you're referring to, the HBA
 16 deficit?
 17 A. The draw. What we call the draw.
 18 Q. Can you explain how that worked for someone who
 19 isn't aware of how it works?
 20 A. Okay. You have up to \$3,000, and that was the
 21 cap. And you would do your HBA, and if you didn't
 22 make enough during that two week period -- or I
 23 think it was technically 15 days. But if you did
 24 not make enough during that period, then you would
 25 dip into your draw, and then the next pay period

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1 you would, you know, do HBAs and then it would pay
 2 it back. The easiest, most common way to explain
 3 it that way is if you made more than what you
 4 were, quote, going to make, than the minimum that
 5 they pay you, which I think the gross was 1625. I
 6 think that was -- I think that was it, ballpark.
 7 So if you did not do enough HBAs, then you would
 8 dip into your draw to make that figure. And then
 9 if you did more the next month you would pay it
 10 back into the draw and just whatever the
 11 difference was.
 12 Q. So do I understand correctly that would mean that
 13 you would have to convert approximately three to
 14 four of these HBAs in order to not have to dip
 15 into your reserve or your deficit?
 16 A. That is correct.
 17 Q. Do you recall about how many on average you would
 18 do in let's say a week?
 19 A. It would depend on the quality of the leads.
 20 Anywhere between two and four. Myself personally.
 21 Q. And that was based on how much time you would put
 22 into chasing the leads and converting them; right?
 23 Did you get paid at all unless you converted the
 24 lead? So was there ever any compensation for any
 25 other stage of the process for you other than when

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1 you closed the deal, the HBA deal?
 2 A. The Homeowner Benefit, no. I made no other income
 3 other than that.
 4 Q. How many HBAs in total did you participate in
 5 directly?
 6 A. Oh, now that I don't know.
 7 Q. Do you have a ballpark figure? Was it more than
 8 ten?
 9 A. Oh, yes.
 10 Q. More than 20?
 11 A. I would say somewhere -- maybe 50.
 12 Q. Somewhere around 50?
 13 A. 40 to 50. Because I was into the draw at the max,
 14 because eventually I just got like this is not
 15 what I do, I'm a real estate agent, I don't do
 16 this. So eventually I just kind of got fed up.
 17 And I mentioned that phone call that I had
 18 with that Mechelle because I wasn't doing what I
 19 was supposed to be doing. And at that point I had
 20 already pretty much made up my mind that I'm not
 21 sticking around for this.
 22 Then we heard rumors that Florida was suing
 23 them, and then we were all talking amongst
 24 ourselves how is that going to turn out, and then
 25 finally I just said enough.

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1 Q. So is it fair to say you were uncomfortable with
2 the role you were placed in in the company in
3 terms of the heavy sales component of the job?
4 A. Directly to that question, yes, I would agree with
5 that. However, I did not like the fact that we
6 might be doing something we shouldn't be doing.
7 Once we realized that the AG for Florida had
8 gotten involved and there was -- there was
9 discussion is what was explained to us, that there
10 was just discussions going on at the time, there
11 was no actual legal filing, but they were
12 negotiating to do something different with the
13 Homeowner Benefit Agreements.
14 Q. Who did that information come from within the
15 company?
16 A. It was somebody out of corporate. I would say
17 either it was Leo Sanchez or it might have been
18 Annie. Annie Lee. I always call her Annie Potts.
19 But anyway. Sorry. Specifically I can't say 100
20 percent which person told me that, but it was
21 somebody out of corporate.
22 Q. And what was the most expensive pay out you got in
23 connection with selling an HBA? I think you
24 actually indicated it was always \$500; is that
25 correct?

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1 A. That is correct. Oh --
2 Q. I'm sorry.
3 A. I need to make a correction.
4 Q. Okay.
5 A. There was one time of the year where it was a long
6 weekend. It could have been Memorial Day weekend
7 I think it was, where they offered an additional
8 hundred dollars for anything that we did during
9 that time period. So I think I did get one of
10 them.
11 Q. Did you ever get a commission that was more than
12 the payment to the consumer?
13 A. Yes.
14 Q. How often did that happen?
15 A. That was rare, but it did happen probably 20,
16 maybe -- yes, maybe 20 percent of the time.
17 Approximately, give or take.
18 Q. What was the most you recall giving out as -- so
19 obviously this involves cash payments to the
20 homeowner; correct?
21 A. Correct.
22 Q. The HBA Agreement. What was the most you ever did
23 in terms of a pay out?
24 A. I think there was one in Martinsville that was
25 \$1,300. I believe it was right around \$1,300.

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1 The dollars and cents I'm not 100 percent sure of,
2 but around that figure.
3 Q. So the majority of the ones you did were less than
4 that, is that fair to say, less than \$1,300?
5 A. Yes.
6 Q. At this time I'll have the witness look at State's
7 Exhibit 2, which is titled Exhibit 40 - Offer
8 Letter.
9 Sir, what you see is an example again of an
10 exhibit that was filed in a Massachusetts lawsuit,
11 and it is an Offer Letter email. Do you see that?
12 A. Yes.
13 Q. Is this similar to the offer letter that you
14 received by email?
15 A. Yes, this is -- well, yes, it's very close if not
16 identical.
17 Q. So was your title real estate sales associate
18 also?
19 A. Yes, it was.
20 Q. And it included a draw of \$750 a week against the
21 Homeowner Benefit Agreements produced?
22 A. Yes.
23 Q. With a commission per Homeowner Benefit Agreement
24 of \$500?
25 A. Yes.

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1 Q. And then after 90 days you would be eligible for
2 employment as a W-2 worker and entitled to
3 benefits; correct?
4 A. That is correct.
5 Q. Did you work there long enough to get benefits?
6 A. I did.
7 Q. And then it's broken down further, the percentages
8 that you would get for other types of
9 transactions. Do you see that?
10 A. I do.
11 Q. So can you describe these different ones for us,
12 what these look like and what your compensation
13 would be?
14 A. On the first one is personal deals. Basically
15 your own lead. You get 80 percent. That's not
16 bad. In traditional real estate if you produce
17 your own lead you get 80. Then you have your
18 corporate deals where they will provide you a
19 lead. You get 50 percent. And that basically
20 explained is, say we contact a homeowner and they
21 don't want to do the HBA deal, but they do want to
22 list their home. That would be a 50 percent deal,
23 a 50/50 split with the company if we get them to
24 list with us.
25 HBA Sell. If we list the home, and even if

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1 we did not sign them up, because there were other
 2 agents within the State of Indiana but they may
 3 have signed somebody up for example here in
 4 Indianapolis, I got that listing. If I listed it
 5 I only get ten percent.
 6 And then the other one was Follow-on
 7 purchase. Basically it goes back to the 50/50
 8 split. If that person who signed an HBA deal is
 9 what this particular one is referring to. If they
 10 signed an HBA deal, sold their home, and then I
 11 helped them purchase another home, they would be
 12 again just like the third one on the corporate
 13 deal 50/50 split, because the lead originated from
 14 the company.
 15 Q. You seem to receive a lot of training on Homeowner
 16 Benefit Agreement. Did they train you on selling
 17 homes?
 18 A. No.
 19 Q. Did they train you on getting the best value for a
 20 customer's home?
 21 A. No.
 22 Q. Was there any other training offered to make you
 23 better at selling a customer's home?
 24 A. No.
 25 Q. So is it fair to say the focus of your work was

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1 sale of the Homeowner Benefit Agreement, not
 2 actual real estate listings?
 3 A. Correct.
 4 Q. How many real estate listings were you personally
 5 involved in?
 6 A. Two.
 7 Q. And did either of those close, either of those end
 8 up closing where you earned a commission?
 9 A. No. One of them was the subject of the Complaint,
 10 like basically kind of why we're here today.
 11 There was another one that --
 12 Q. That's okay if you can't recall.
 13 A. I can't remember. But anyway, I moved on before
 14 she -- it was listed for sale. I was the listing
 15 agent. But I had moved on at that point and I
 16 told Kenton, hey, you've got to take this, so I'm
 17 out.
 18 Q. So for you, the entirety of your compensation was
 19 commission on sales of HBA Agreements then?
 20 A. Correct.
 21 Q. In the entirety of your time working with MV?
 22 A. Correct.
 23 Q. Let me have the witness look at State's Exhibit 3.
 24 This is Exhibit 3 again, and it's titled New
 25 Agent Quick Reference Guide. Do you recognize

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1 this guide?
 2 A. I do.
 3 Q. And how was this provided to you?
 4 A. This is available on Slack and on -- let me back
 5 up. With Slack you can pin items at the top, like
 6 pdf documents. You can even link I think Google
 7 Drive to it I think. I think it's Google Drive.
 8 Powerpoints, things like that. Certain things
 9 they had pinned at the top of the Slack channels
 10 that you were in. And then the CRM itself had a
 11 separate place for training documents and things
 12 like that that you click on that button and it
 13 goes into the Google Drive, where it has a list of
 14 all kinds of things in there. And this is one of
 15 those items that is in there. Or was anyway.
 16 Q. So when you look at this document it's clear that
 17 there are links to a multitude of resources that
 18 it appears you can access by clicking links; is
 19 that correct?
 20 A. Correct.
 21 Q. Is it fair to say that this was one of your Bibles
 22 of sorts that you would use to do your work?
 23 A. Maybe in the beginning when we first started we
 24 would use this. But I'll be honest with you, I've
 25 never looked at it after training at all. I saw

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1 it, but I never looked at it.
 2 Q. Well, I imagine like any job, once you get
 3 comfortable doing the work you start to understand
 4 the flow of it. But for a new agent this was
 5 meant to be sort of your starting point; correct?
 6 A. Correct.
 7 Q. And gives you the information you need to sell the
 8 Homeowner Benefit Agreement or otherwise interact
 9 with customers; right?
 10 A. Correct.
 11 Q. And did they tell you that this was essentially
 12 your handbook or anything like that that you were
 13 meant to follow, these were policies -- you were
 14 meant to follow the policies; correct?
 15 A. Correct.
 16 Q. And are you aware of anyone who was fired or let
 17 go or disciplined for not following the reference
 18 guide?
 19 A. There was a gentleman in I want to say it was
 20 either Washington state or Oregon, I can't
 21 remember, out west, that was terminated for
 22 something regarding policy and procedure, but we
 23 never found out what that was.
 24 Q. And there are also text and email templates for
 25 both -- obviously for responding to customers via

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1 text message and email.
 2 Did you use those templates or rely on those
 3 templates?
 4 A. Not these particular ones, no. I used the ones
 5 that they originally gave me, and then tweaked
 6 them for myself.
 7 Q. And what kind of tweaks would you make?
 8 A. Just verbiage changes. I don't speak in a certain
 9 manner. You know, I'm a redneck and country boy
 10 and I speak a certain way. Well, then somebody
 11 from the city, you know, or New York or whatever,
 12 has little slang variations. So I would tweak
 13 some of the verbiage to me, to reflect me.
 14 Q. I would like the witness to look at State's
 15 Exhibit 4, and this is titled Email Sample Script
 16 - Lead Not Yet Contacted. I'll have you take a
 17 look at that for a minute. Do you recognize this
 18 template?
 19 A. Yes.
 20 Q. Is this a template that was provided to you by
 21 MV Realty for use in sales of the HBA Agreements?
 22 A. That is correct.
 23 Q. And how would you use a template like this?
 24 A. I would use it very similar. You know, you're
 25 putting me on the spot. I would use a lot of

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1 similar language and insert their dollar figure
 2 that I already pre-looked up, and their proper
 3 address, in more common language. You know, how
 4 are you doing. Very basic stuff that we do when
 5 we interact with one another. And then see if
 6 they have interest. And then if they do, say
 7 look -- and one of my big things is, or my talking
 8 points or my spiel, if you will, is talk is cheap;
 9 all right? Let me tell you what we got going on,
 10 and you tell me at the end to shut up and go away
 11 or let's talk more.
 12 Q. What would have been your elevator pitch to
 13 someone like that?
 14 A. Oh, just very similar to that. Hey, I noticed
 15 that you had reached out to either get some cash
 16 or refinance, we have a program that you don't
 17 have to pay back the money. You know, talk is
 18 cheap, I would love to discuss it with you, and go
 19 on from there. Sometimes -- I'm sorry.
 20 Q. Please continue if you had something you wanted to
 21 add to your answer.
 22 A. I said sometimes you'll just get a click and
 23 that's the end of it, or somebody will want to
 24 talk more. And when you talk to anybody if you're
 25 selling something you know you've got maybe ten or

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1 15 seconds to see if you can say something that
 2 will pique their interest and want to go 30 more
 3 seconds. That's any sales, and I don't care where
 4 you're at, whether you're knocking on somebody's
 5 door or on a telephone.
 6 So you want to capture them, and I always
 7 like the talk is cheap I would love to explain
 8 this to you if you have a couple of minutes. Some
 9 people are like yes, let's talk a little more, and
 10 then we would go on more about the program and
 11 what it does and whatnot.
 12 Q. Is it safe to say a lot of those folks were
 13 looking for loans, for example?
 14 A. Many of them were looking for refinancing, whether
 15 it was on a call that we were calling back to them
 16 because they were actually in the CRM and we were
 17 reaching out directly, because that's -- it says
 18 in our CRM whether it was a needs cash situation,
 19 a refinance inquiry, a loan modification inquiry.
 20 We could see that in the CRM, but we couldn't see
 21 it until we clicked on the person and opened them
 22 up, and the telephone number, the address and so
 23 on and so forth was in there. And why or how they
 24 got to us.
 25 Q. Your understanding I believe from your testimony

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1 was that those leads were probably purchased, is
 2 that correct, from other vendors?
 3 A. Yes.
 4 Q. And perhaps that would explain why people you were
 5 contacting maybe were looking for a refinance;
 6 right?
 7 A. Correct. Or needs cash, because there were ads
 8 out there online, and I don't know -- I cannot say
 9 that I know that MV Realty put them out there.
 10 What I can say is MV Realty used them to generate
 11 leads, and that was like Facebook ads, Google
 12 click ads, those types of things like do you need
 13 cash, you know, kind of like that gentleman you
 14 need cash now, that kind of thing. Similar where
 15 people would click on it, enter their information,
 16 and then we would reach out.
 17 Q. But it's true you didn't offer refinance products;
 18 correct?
 19 A. Correct.
 20 Q. And you would not offer loan modification help;
 21 correct?
 22 A. Correct.
 23 Q. Is it safe to say that the majority of the people
 24 you talked to were in financial distress of some
 25 sort?

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1 A. Not everyone. It was surprising to me that not
 2 everyone was in financial distress. Some were
 3 definitely, but others were not. At least they
 4 didn't let on that they were, if they were.
 5 Q. I want to draw your attention to the lower part of
 6 this exhibit. In bold it says, "Three important
 7 things to note about the funds you will receive."
 8 Is this similar language that you would use in
 9 your emails?
 10 A. Yes, this is very much -- I mean, obviously I
 11 might change a couple of little words to fit my
 12 own personality, but this is almost identical.
 13 Q. So on Line Number 1 it says, "The money we offer
 14 you is not a loan, meaning you never repay the
 15 funds. It is a true incentive." Is that true?
 16 A. Correct.
 17 Q. If they sell their home do they have to repay the
 18 funds to your knowledge?
 19 A. The way we explained it was is -- let me back up.
 20 When people said hey, this is a scam, you know,
 21 nobody gives away money for free, the next step is
 22 to say no, we're not giving it away for free,
 23 we're getting something of value. The value is is
 24 that if you ever decide to list your home you will
 25 list with us, and there is a period of time, six

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1 months, and -- you know, so on and so forth, and
 2 then we would make our money back on that.
 3 Well, what is your commission rate. Six
 4 percent. Three percent on each side of the
 5 transaction. And technically if we give you the
 6 money up front you're actually paying a little bit
 7 less than six percent.
 8 Q. So if the borrower expressed concern about
 9 repaying the money, what were you trained to tell
 10 them or to explain to them?
 11 A. Well, technically in a way they are repaying, but
 12 we're getting it from the commission of the
 13 listing once it sells.
 14 Q. Right. So is it a true statement to say to a
 15 customer you never repay these funds?
 16 A. Technically, no, it's not a fair statement to say
 17 that.
 18 Q. If there is a termination event or something like
 19 that that would trigger payment of those funds, or
 20 if they are selling the property, there is a
 21 multitude of things in the contract that would
 22 require them actually to pay that money back
 23 immediately; right?
 24 A. Correct.
 25 Q. You didn't run any credit checks on anyone; right?

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1 A. Oh, gosh. No.
 2 Q. So you guys never made any inquiry into somebody's
 3 ability to repay the money?
 4 A. They did a public records check. I know that
 5 because we had a couple of people get
 6 disqualified. One was I think actually a rapist
 7 or a murderer. They don't tell us, but if it --
 8 they gave us an example one time in our training
 9 that, oh, somebody had some tickets or they had a
 10 DUI or something like that. That's not a big deal
 11 as far as this goes. But if they're a murderer or
 12 a rapist or something like that and the background
 13 check comes back, then, no, we're not going to do
 14 this with them. We don't want to be associated
 15 with that.
 16 Q. In other words, another way of rephrasing it
 17 around this issue of whether they have to pay the
 18 money back, do you think it's deceptive that they
 19 were training you as agents to tell people that
 20 they never repay the money?
 21 A. They were splitting hairs, is what they were
 22 doing. But, yes, that is a fair statement.
 23 Q. I mean, at the very least it seems like they're
 24 withholding pretty crucial information; right?
 25 A. Correct.

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1 Q. Again, same topic. If you look at Number 3 it
 2 says, "You are not obligated to sell your home
 3 ever. If you never sell your home the money is
 4 still yours to keep." Is that true? What if they
 5 get divorced and the property has to transfer
 6 because of a divorce decree, would they owe the
 7 money?
 8 A. That particular scenario would not be a trigger
 9 event. It would just be a divorce decree of
 10 whomever, you know, it goes to.
 11 Q. So to your knowledge that was never considered a
 12 breach?
 13 A. No.
 14 Q. What about if someone passes away and their estate
 15 now has this Homeowner Benefit Agreement that
 16 attaches to the property? That money has to be
 17 repaid; right?
 18 A. That is not necessarily a triggering event, but if
 19 they pass away their heirs would be responsible
 20 for continuing out the contract. So if it was
 21 four years, they lived in the home for 20 years in
 22 this example, then the heirs would have to use us,
 23 or MV, to list for the next 20 years.
 24 Q. Okay.
 25 A. So it would not be a triggering event where they

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1 have to pay the money back at that particular
 2 point. But if they did go ahead and sell it
 3 through probate that would be obviously a
 4 triggering event.
 5 Q. Isn't it true that at any point when the home is
 6 sold or transferred, or otherwise there is a
 7 disposition of the home, let's say a refinance, in
 8 any one of those circumstances you would have to
 9 owe that money back, wouldn't you?
 10 A. Not on a refinance. Basically -- I heard this,
 11 and I can't actually prove it, but I've heard many
 12 agents talk about this on different calls that we
 13 had, where if somebody wanted to do a refinance
 14 they have to lift the memorandum and then do the
 15 refinance and then put the memorandum back in
 16 place.
 17 Q. So they have to subordinate their interest, in
 18 other words?
 19 A. Correct. But if they did not have enough equity,
 20 at that point they may not allow the refi. They
 21 may say you can't do it. Or if they were older
 22 folks and they wanted to do a reverse mortgage
 23 they could not, or it would be a triggering event.
 24 Q. If you transferred title to your property as a
 25 means of estate planning, right, let's say someone

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1 wants to place the property in trust for Medicaid
 2 planning or something like that, advance care
 3 planning, would that be a triggering event,
 4 transfer of title without payment under the
 5 agreement?
 6 A. I was told -- I've never seen it, but I was told
 7 that if somebody did want to do just that, estate
 8 planning, and their name was on that trust, that
 9 that would not be a triggering event, but they
 10 would have to rewrite the contract, lift the
 11 memorandum, put the new one back in place with the
 12 trust information on there.
 13 Q. Who told you that, do you remember?
 14 A. That was in one of our training classes. Honestly
 15 I don't remember exactly who. That was the way it
 16 was explained to us.
 17 Now, in reality I heard that they were very
 18 slow when people were wanting to do refinancing
 19 and things like that. Very slow about getting the
 20 documents together to get the memorandum lifted,
 21 the new agreement in place and then back down
 22 after they did the refi or whatever.
 23 Q. Are you personally aware of any circumstance, any
 24 customer you served or anyone else, that you have
 25 personal knowledge actually was able to

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1 subordinate this Homeowner Benefit Agreement in
 2 connection with like a refinance or something like
 3 that?
 4 A. I do not.
 5 Q. So that's something maybe you were told, but
 6 you're not personally aware of that ever
 7 happening, is that true?
 8 A. Correct. I did hear that there were some
 9 difficulties with other agents in other states on
 10 some of the calls that we talked to, that there
 11 was issues there. They weren't getting it done
 12 fast enough, timely, and one person said that they
 13 told them flat out no, they didn't have enough
 14 equity, they could not refi. Now, that was
 15 another agent. I don't know personally that that
 16 happened, but I can see no reason why they would
 17 lie.
 18 Q. Perhaps you didn't have any reason to suspect that
 19 there was a problem with this, but you towards the
 20 end of your employment seemed to be getting
 21 uncomfortable with it. What made you
 22 uncomfortable about it?
 23 A. What made me uncomfortable about it was the calls.
 24 Because then at that point I realized they were
 25 doing robocalls. Now, maybe they did vet them

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1 through the DNC. I don't know. But I didn't like
 2 the whole format.
 3 And they were blowing people up. They were
 4 just blowing people up. It was crazy. Because
 5 all of these calls that were coming in to me --
 6 there was one day, inbound calls off of all the
 7 different telephone numbers they had, I had 400
 8 calls in a day.
 9 Q. That's a lot of calls.
 10 A. That's a lot of calls. And finally I just turned
 11 off my ringer. I started turning off -- in your
 12 phone you can set up a phone number to block the
 13 ringer or whatever it does, and I just started
 14 blocking them.
 15 Q. Is it fair to say you felt more like a
 16 telemarketer than a real estate broker?
 17 A. That's fair to say. That is more than fair to
 18 say.
 19 Q. Did anyone ever contact you that worked with you
 20 previously that expressed a complaint or a concern
 21 about the Homeowner Benefit Agreement itself?
 22 A. No.
 23 Q. I'm going to ask the witness to look at State's
 24 Exhibit 5, please. And this is titled Exhibit 25,
 25 Affidavit of Hayley Bialecki. I'm going to give

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1 you a chance to look at that, sir. Are you
 2 familiar with a woman by the name of Hayley
 3 Bialecki?
 4 A. I am not.
 5 Q. You recognize that this has the appearance of an
 6 affidavit that was provided in connection with a
 7 case in Massachusetts filed by the Attorney
 8 General's office?
 9 A. It does appear that way. It says Affidavit.
 10 Q. I'm going to walk through a few of these things
 11 that she stated in her Affidavit to the extent we
 12 haven't already addressed it.
 13 I'm going to actually have you look at page 2
 14 of this, which is Paragraph 16. Paragraph 16
 15 says, "MV Realty advertised heavily on internet
 16 sources and social media using phrases like get
 17 cash now."
 18 Are you aware of advertisements with that
 19 language in them, sir?
 20 A. I saw one, one day when I went looking around.
 21 But I'm not a social media guy. No.
 22 Q. I think previously you said you were aware there
 23 were ads on Facebook and perhaps Keyword, Google
 24 Ad words that were used?
 25 A. Correct.

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1 Q. Was that discussed during these weekly meetings,
 2 or did you observe the advertisements yourself?
 3 A. In a Tuesday/Thursday meeting one time, not in the
 4 main company meeting on Mondays, because that was
 5 every Monday at noon eastern, there was one of
 6 those trainings I went to like on a Tuesday or a
 7 Thursday. Melinda was in there, and she mentioned
 8 that they were doing Google, Facebook, other types
 9 of social advertising to get people to at least
 10 look at a Homeowner Benefit Program.
 11 Q. In Number 17 it says, "We were trained to
 12 repeatedly use the word cash when calling leads."
 13 Are you aware of that practice?
 14 A. Yes.
 15 Q. And how did you observe that personally? Or how
 16 did you experience that personally is probably a
 17 better way to phrase that?
 18 A. Well, it wasn't like specific saying "say cash,"
 19 you know. But all of the verbiage, the templates
 20 and the stuff had cash, cash, cash, throughout
 21 each one of them. So it would be intertwined into
 22 the scripts, if you will. So, yes, they did use
 23 it a lot, but I -- yes, I might say you can get
 24 cash now, but I didn't want to sound like that
 25 commercial one with that one guy.

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1 Q. And she says further that she was provided leads,
 2 and then in Paragraph 19 she said she was told to
 3 call three times in the first day and to send a
 4 text message and an email if no one answered the
 5 call. Was that the training that you also
 6 received?
 7 A. I was taught two times in the first day, and then
 8 send a text message, and then an email if I don't
 9 get any response on day one. On day two -- well,
 10 I thought you were going to go to day two.
 11 Q. No, that's okay. In Paragraph 20 it says, "On the
 12 second day I was instructed to make a fourth call
 13 and send an email." Is that correct to --
 14 A. That is correct.
 15 Q. And then on the third day the instruction was to
 16 make a fifth call and another text; is that
 17 correct?
 18 A. Correct.
 19 Q. Did you receive any verbal instructions that
 20 differed from the training materials in any
 21 significant way?
 22 A. No.
 23 Q. Now, on 23 she says, "I was told to push the
 24 Homeowner Benefit Agreement."
 25 Would you agree that you were pushed to sell

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1 the Homeowner Benefit Agreement?
 2 A. I'm sorry. What number was that?
 3 Q. Number 23. Paragraph 23. She says, "I was told
 4 to push" -- I'm assuming to sell -- "the Homeowner
 5 Benefit Agreement." Is that accurate?
 6 A. That is accurate.
 7 Q. In 24 she says, "I was trained to tell consumers
 8 that it was a promotional deal where MV Realty
 9 would pay them a certain percentage of their
 10 home's value if they gave MV Realty the exclusive
 11 rights to sell their property." Is that also
 12 correct?
 13 A. That is correct.
 14 Q. And in 25 she said, "MV Realty paid ten percent of
 15 three percent, or .003," like we discussed
 16 earlier, "of the home's value to the homeowner."
 17 Is that correct?
 18 A. That is correct. But that did change midyear in
 19 '22. 2022, midyear sometime, or during that time
 20 period it changed. And I want to say that it was
 21 May.
 22 Q. And that's when it changed to .0027 percent?
 23 A. Correct.
 24 Q. So, in other words, the amount that you would pay
 25 the homeowner in that situation would be less by

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1 that percentage --
 2 A. Correct.
 3 Q. That difference in the percentage. And it says in
 4 Number 27, "We determined the property's value
 5 using an MLS tool."
 6 We kind of discussed that already, but you
 7 used the tool -- was the tool located inside the
 8 CRM?
 9 A. Well, no. The MLS -- in today's world we have RPR
 10 available to us. It's one of the valuation tools
 11 that we have available. Why anybody would use RPR
 12 other than just to get school data and different
 13 things like that I really don't know. You go
 14 inside your MLS and that's the most accurate
 15 valuation you're going to get. But we do have
 16 that tool.
 17 We have Remine available to us, which that
 18 was another backup if we couldn't get values. So
 19 those were available within our MLS. Most MLSs
 20 offer that. The only time we had to go into the
 21 CRM was when RPR didn't work, then we went to the
 22 CRM, inside of their CRM, and put the address in
 23 to get the value.
 24 Q. Why is it inaccurate? I think you referred to it
 25 as inaccurate.

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1 A. Well, she says using an MLS tool, because it
 2 wasn't all MLS tools. It's their own CRM is what
 3 I'm saying.
 4 Q. And then in Paragraph 28 it says, "We were
 5 instructed not to offer homeowners documents in
 6 advance," assuming that means the Homeowner
 7 Benefit Agreement documents; is that correct?
 8 A. That is correct, but I never adhered to that.
 9 Q. So you received that instruction, but you ignored
 10 it?
 11 A. That is correct.
 12 Q. Why did you think it was important for the
 13 homeowners to receive documents in advance?
 14 A. Because this is a legal binding document, and I
 15 wanted them to have an advanced copy of it so they
 16 could review it before we get there.
 17 Q. Is there any good justification for having a
 18 policy in place to not give them those documents
 19 in advance?
 20 A. So they don't have time to think about it.
 21 Q. Do you think that's deceptive?
 22 A. I do. That's why I ignored it.
 23 MR. YEOMAN: Chase, do you mind if I have a
 24 follow up?
 25 MR. HALLER: Please. Go ahead.

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1 QUESTIONS BY MR. JOSEPH YEOMAN:
 2 Q. Did anyone at MV Realty know that you ignored that
 3 training?
 4 A. No.
 5 Q. Did Kenton Williams know that you ignored that
 6 training?
 7 A. It's possible. I may have discussed that with
 8 him. I don't know. Kenton was actually pretty
 9 cool.
 10 Q. Do you know if any of the other Indiana real
 11 estate agents followed the do not send the
 12 documents in advance?
 13 A. I don't know.
 14 Q. Did you tell anyone at MV Realty that you were
 15 sending them in advance?
 16 A. Not in corporate. I may have told maybe another
 17 agent. I don't really recall. I usually just
 18 sent it and I didn't say anything about it.
 19 Q. And when you say send in advance, how did you send
 20 it to them?
 21 A. Email.
 22 Q. Through your MV Realty email account?
 23 A. Yes.
 24 MR. YEOMAN: Thank you.
 25

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1 QUESTIONS BY MR. CHASE M. HALLER:
 2 Q. I'm going to have you, sir, turn to Paragraph 51.
 3 So it will be a few pages in.
 4 A. Sure.
 5 Q. I just want to reiterate this point. So in
 6 Paragraph 51 it says, "MV did not give us the
 7 training necessary to sell houses. They provided
 8 some checklists -- but no mentorship or meaningful
 9 supervision." Is that a correct statement?
 10 A. That is a correct statement. Can I add to that?
 11 Q. Please.
 12 A. I even made mention to Kenton about that part of
 13 it. I've been around for a long time, but some of
 14 these newer agents have not. I said we need to
 15 start some regular traditional real estate
 16 training. And he agreed, and we were going to
 17 start that, and then I just -- I was like I was
 18 done. I think it was Joe Shaia that pissed me off
 19 the last. I'm sorry.
 20 Q. That's okay. Do you recall what it was that made
 21 you upset with him?
 22 A. Not particularly. It was just a culmination. Joe
 23 is Joe, and I had had enough.
 24 Q. Now, in 52 then she says, "MV's trainings that
 25 they offered were on the Homeowner Benefit

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1 Programs. There may have been some training on
 2 home sales, but it was mostly just the checklists.
 3 There was very little support or guidance for the
 4 actual sales process." Is that a correct
 5 statement?
 6 A. That is a 100 percent correct statement, and I
 7 would say that any training that was on regular
 8 traditional -- or even on HBA listings, other than
 9 what you had to do and what you were going to get
 10 paid and the expectations and so on and so forth,
 11 was accidental for traditional real estate.
 12 Seriously. They were focused on the HBA 100
 13 percent.
 14 Q. Did you ever have someone ask you directly if the
 15 Homeowner Benefit Agreement would act as a
 16 mortgage on the property, or a lien?
 17 A. I did.
 18 Q. How were you trained to answer or respond to that
 19 question?
 20 A. That we do file a memorandum letting people know
 21 that you have the relationship with MV, so that
 22 basically if a title company runs it they are
 23 going to see it. I would always explain that.
 24 Q. Do you think that a closing of a subsequent real
 25 estate transaction would happen without the

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1 Homeowner Benefit Agreement payment being made
 2 from the homeowner back to MV Realty under the
 3 Homeowner Benefit Agreement?
 4 A. Could you explain that a little more?
 5 Q. Yes, yes. Let me rephrase. You have been in the
 6 real estate business for a long time; right?
 7 A. Right.
 8 Q. How many years have you been practicing?
 9 A. Now, almost 23.
 10 Q. Twenty-three years. Typically in a closing the
 11 title company's job is to make sure the homeowner
 12 has free and clear title that is purchasing the
 13 property?
 14 A. Correct.
 15 Q. So if this Homeowner Benefit Agreement is signed,
 16 what is the purpose of recording it? They already
 17 have the legal obligation secured through the
 18 contract, right, for payment, so why do they have
 19 to file it as a memorandum in the Recorder's
 20 Office?
 21 A. So that it doesn't transfer without them getting
 22 paid basically.
 23 Q. So in any circumstance where there is going to be
 24 a transfer of the property, at some point they're
 25 going to get paid; correct?

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1 A. Correct.
 2 Q. And it's always going to be at least ten times the
 3 amount that that person was paid; right?
 4 A. Well, that would depend on the value, what the
 5 selling price was. But basically, yes.
 6 Q. So in any case, maybe there wasn't an interest
 7 rate associated with it, but they were given a
 8 cash payment in return for a future obligation to
 9 pay that money back; is that correct?
 10 A. Basically, yes.
 11 Q. And more than what they initially got in every
 12 circumstance; right?
 13 A. Correct.
 14 Q. She says in Paragraph 55 -- I'm sorry. I'm
 15 looking at Paragraph 54. She expressed
 16 frustration with the lack of supervision in
 17 Massachusetts, but then she says, "Between this
 18 type of experience, the lie about the mortgage,"
 19 about the product being a mortgage or not, "a
 20 decrease in income from leads, and lack of
 21 managerial support, I eventually had enough from
 22 MV Realty and resigned." Is that similar to your
 23 experience?
 24 A. Correct.
 25 Q. Does it differ in any way significantly from your

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1 experience?
 2 A. Not really. I was more focused on the
 3 telemarketing piece of it. I'm not a
 4 telemarketer. That's not what I do. I've never
 5 done that. And then that coupled with some of the
 6 things that were changing. They were growing so
 7 fast, they were bringing in agents so quickly that
 8 they weren't being properly trained. There were
 9 issues with filings, there were issues with -- I'm
 10 listening to people talk on Zoom calls and they're
 11 saying that this isn't being done, the HBA is not
 12 being lifted to do a refinance, my people need to
 13 be refinanced quickly -- you know, all kinds of
 14 problems. Just all kinds of problems. That
 15 coupled -- and then Joe Shaia, who is a son of a
 16 gun, that was enough.
 17 Q. I'm going to have you move through a few pages in.
 18 I'm going to have you look at the bottom, it's
 19 287, CRM - Contact Workflow Activity & Guidelines.
 20 A. Got you.
 21 Q. It's part of the same exhibit, but the title of
 22 this sheet is CRM - Contact Workflow Activity &
 23 Guidelines. Do you recognize this particular
 24 document?
 25 A. I do.

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1 Q. Is it fair to say this is the workflow you were
2 trained to follow in your job as a -- what was the
3 name of your position?
4 A. Broker, associate, HBA person. You name it.
5 Q. Thank you. So this was the flow that you were
6 told to use in your job; is that correct?
7 A. Correct.
8 Q. And then the page directly after that, titled
9 CRM - Contact Workflow Activity & Guidelines, do
10 you recognize this document?
11 A. It looks different printed out rather than on the
12 computer. But, yes, this looks almost identical,
13 if not identical.
14 Q. So you recognize this as training materials or
15 materials that you were supposed to reference that
16 set the standard for how often you were to call or
17 email or otherwise contact potential leads; is
18 that correct?
19 A. That is correct.
20 MR. YEOMAN: Chase, I have a few follow-up
21 questions.
22 MR. HALLER: Please.
23
24 QUESTIONS BY MR. JOSEPH YEOMAN:
25 Q. On both of these pages it uses the word

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1 "rebroadcast". So if we go back to page 287, the
2 first page before this one, on the far right, the
3 second box down says, "Lead gets rebroadcasted
4 after 36 hours." What does rebroadcast mean?
5 A. Rebroadcasted means that if you don't follow these
6 procedures and then update the CRM that you did
7 it, it will be sent back out to everybody in your
8 state to take as a lead again.
9 Q. So, for example, in the call flow if a person said
10 please stop calling me and you didn't click that
11 they don't want to be called, they would
12 eventually get rebroadcasted back to you and then
13 started to get called again?
14 A. Correct.
15 Q. And then on the second page it mentions, after you
16 have selected the lead I believe, it says,
17 "Non-contact initial only." This is in the box
18 corner. We have the third box right here.
19 A. Oh. Okay.
20 Q. In bold, the second bold one down reads,
21 "Non-contact, initial only, triggers 30 minute
22 penalty box event delayed for agent new claims."
23 What is the penalty box, what does that mean?
24 A. It's kind of a weird way of saying it. Basically
25 if you don't have a contact, then you've got to

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1 reach out to them again. If not, then it's going
2 to go back into the queue for somebody else to
3 take.
4 Q. And then what happens to you? If it's rebroadcast
5 and somebody else takes that lead, what is the
6 consequence to you as the person who messed it up?
7 A. Well, if I did not update the CRM accordingly it
8 could be rebroadcast. Now, if that person called
9 me back, as long as another agent had not selected
10 that person at that time, I can have them give it
11 back to me and I can sign them up if they wish to
12 proceed. But if somebody else has already taken
13 it, I can't.
14 Q. If you did mark in the CRM -- if you do mark
15 somebody as do not call -- you did that in the
16 CRM; correct?
17 A. That is correct.
18 Q. Would those people ever get called again?
19 A. Yes. But not that day. I've seen it, because I
20 tested it. I actually knew someone who was on the
21 list. Frederick Abshier. He lives on the west
22 side.
23 Q. Can you spell the last name for us?
24 A. A-b-s-h-i-e-r.
25 Q. How do you know Mr. Abshier?

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1 A. He used to be my neighbor back in '98, '99.
2 Q. Do you still have his contact information?
3 A. I do.
4 Q. We don't have to do it now. Just for future
5 reference. Can you continue with your story about
6 how you know that they got called?
7 A. Well, he was actually interested. But I marked
8 him because he was a friend, so I just marked him
9 as follow-up.
10 (A brief discussion was held off the record
11 at this time.)
12
13 A. I'll continue. I marked him as a friend. So I
14 put in the CRM not interested or whatever. But
15 anyway, it came back around. I did get him signed
16 up. But get this. I got him signed up because he
17 really did want to do the deal. And I explained
18 to him in detail everything, and he's like, no,
19 that's cool, no problem. I was like okay, let's
20 do it. But he came back around as -- he had
21 already signed up, but he came back around through
22 the system; all right? That should never happen.
23 Q. How do you know that that happened?
24 A. Because I selected him again as a new lead when he
25 had signed up a week or so prior.

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1 Q. Because you had mentioned on the CRM it tells you
 2 how they got there, whether they were interested
 3 in cash or things like that. Do you remember how
 4 he was marked in the system?
 5 A. No, I do not. There were codes in the system. It
 6 said needs cash, loan mod -- which we didn't see
 7 very often -- refi. R-e-f-i is how it was termed
 8 in there. And then there was some type of code,
 9 and I'm quite certain that the code indicated
 10 where the lead came from. I do remember TWC at
 11 the end. I don't know what it stands for, but TWC
 12 was on a lot of them, so that had to be a source.
 13 And then there was Google, Clicks -- Goog, G-o-o-g
 14 is how it was in there, so we knew that's where it
 15 came from. I'm sorry. I just lost my train of
 16 thought.
 17 Q. So just to clarify, when you put not interested,
 18 did you put his information into the system and
 19 say do not call?
 20 A. Yes.
 21 Q. And his phone number?
 22 A. Correct. And the way that works, is you open it
 23 up, you click on it. All right. You've got to
 24 remember I did this before he signed up; okay? So
 25 I put him on the DNC. So you open up the person,

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1 you hit the tab, you slide down, DNC. Click that
 2 button and that number comes up, and it's nope, do
 3 not call this number again; okay? I did that
 4 personally, so I know it was done.
 5 So then I talked to him privately, you know,
 6 explained everything and signed him up. It was
 7 about a week later he came back around, Frederick
 8 Abshier again. And I took it and I was like I put
 9 him on the DNC. I know he signed up. He signed
 10 up, so he shouldn't even be in the system.
 11 Q. Was it the same phone number?
 12 A. Correct.
 13 Q. In one of the documents that we have reviewed
 14 about the CRM system it mentions that MV Realty
 15 suggested you do not sell to friends and family
 16 the HBA.
 17 Is that something that MV Realty did tell you
 18 on any of these trainings?
 19 A. Yes.
 20 Q. Why did they tell you that?
 21 A. They did not explain.
 22 Q. Did you tend to sell to friends and family?
 23 A. No. I will tell you this: I personally would
 24 never sign up for this program.
 25 Q. Okay. Could you see when his lead popped up, or I

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1 guess if you looked up a phone number in the
 2 system or his name in the system, could you see if
 3 that person had been put on the do not call list?
 4 A. If they were still -- some yes and some no. Some
 5 yes and some no. I don't know how that works.
 6 Q. Okay.
 7 A. Because sometimes I would look to make sure that
 8 it took. In other words, I put somebody on the
 9 DNC list within the system. I check the box, it
 10 showed up read, I saved it. Sometimes I would
 11 search that number again just to make sure that it
 12 was on the DNC list. But I do know, and I can't
 13 give the exact specific instances, but I do know
 14 that even though I put them on the DNC list they
 15 did come back around as a lead to take again.
 16 Q. Okay. Do you remember any of the times that you
 17 were searching to see if it stuck that you looked
 18 and it did not stick?
 19 A. At that particular moment, because it just
 20 occurred, no. No, they were always marked that
 21 way. But at some point -- because we asked this
 22 question, and other agents on calls asked this
 23 question, I put that person on the DNC list, or a
 24 person on the DNC list, and they came back around.
 25 And their response was they must have clicked on

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1 one of our ads or inquired about a refinance or
 2 whatever. That was what we were told.
 3 Q. Who told you that?
 4 A. Melinda Vega, Annie Lee.
 5 Q. What about Joe?
 6 A. See, Annie and Melinda were our trainers. As far
 7 as training goes we didn't deal a lot with Joe.
 8 He may have, but I can't say that he did.
 9 Q. On these calls where this particular issue was
 10 complained about, was Joe on any of those calls?
 11 A. Absolutely.
 12 Q. Was Amanda on any of those calls?
 13 A. I can't say Amanda was.
 14 Q. Was David Manchester on any of those calls?
 15 A. I don't know.
 16 Q. In your opinion or from your point of view was
 17 MV Realty aware of this issue?
 18 A. Yes.
 19 Q. Did you have access to this internal do not call
 20 list?
 21 A. Not really. Not really. We could search an
 22 individual's name and number if we had it. And
 23 some were there and some weren't, or they showed
 24 up as being in the system and on the DNC list, but
 25 I do know that a great many of them that I know

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1 for a fact were on the DNC list, they came back
 2 around and you were able select them again. And
 3 as a matter of fact, I made the mistake of calling
 4 a couple of them myself.
 5 Q. What happened in those situations?
 6 A. Most people, most -- this is Indiana. Most people
 7 are very friendly.
 8 Q. They were nice?
 9 A. Yes. So, no, I've already talked to somebody
 10 about this, it might even have been you, and I'm
 11 not interested, please don't call me no more.
 12 Q. Did you have any experience with the federal Do
 13 Not Call List?
 14 A. I did not.
 15 Q. Did you have any experience with Indiana's Do Not
 16 Call List?
 17 A. I didn't know -- no. I didn't know we had -- I
 18 thought that was all handled on the federal level.
 19 Well, that's something I've learned.
 20
 21 QUESTIONS BY MR. CASEY KLIPPEL:
 22 Q. Did MV Realty talk about the Do Not Call List?
 23 A. No. I mean, other than in our training, this is
 24 what you do when they say do not call me again.
 25 Click the button, do the thing and go on. But

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1 other than that, no.
 2 Q. Did MV Realty ever tell you that they were
 3 scrubbing their lists of any phone numbers?
 4 A. Specifically scrubbing? I seem to -- no, I don't
 5 want to speculate. There was a discussion on one
 6 call where somebody asked are we scrubbing this
 7 against the DNC list, the federal database. And
 8 somebody said yes. And it was a position of
 9 authority, I just don't remember who said it.
 10 Like Melinda or Annie or Joe or whoever. I don't
 11 remember.
 12 Q. Do you remember if that was on one of the Monday
 13 calls, or one of training calls?
 14 A. I do not. I think it was on one of the
 15 Tuesday/Thursday training calls.
 16 Q. Do you remember anything else about them talking
 17 about scrubbing the DNC list?
 18 A. No, not off the top of my head.
 19 Q. Did they provide that in any trainings that you
 20 saw specifically?
 21 A. Other than somebody asking that question, no, I
 22 did not. Other than the fact that if somebody
 23 says do not call me, this is what you do.
 24 MR. KLIPPEL: Okay.
 25

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1 QUESTIONS BY MR. CHASE M. HALLER:
 2 Q. All right. If you could turn to page 290 in that
 3 same exhibit. It will look a little different.
 4 It's more of a script, a call script. Do you
 5 recognize this document, sir?
 6 A. Yes.
 7 Q. And what is this document?
 8 A. This is a basically an initial contact, the first
 9 call that you would make to an individual either
 10 through the CRM -- well, it had to be through the
 11 CRM because this is an initial phone call. The
 12 inbound calls were a little bit different.
 13 Q. So this would have been a template script that you
 14 would have been provided as sort of a guide for
 15 you to use when handling these calls; correct?
 16 A. Correct.
 17 Q. Let's move on a couple of pages after that to Page
 18 292. It's titled at the top HBA - Homeowner
 19 Benefit Agreement (Loyalty Program). Do you
 20 recognize this document?
 21 A. Yes.
 22 Q. And what is the purpose of this document?
 23 A. Well, it gives a little bit more in-depth
 24 explanation of what our program is. Because
 25 people have questions. You give them the basic

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1 overview, so then we go a little deeper. You
 2 never -- because a lot of people think that you
 3 give up a percentage of your home. Not full
 4 title.
 5 Most people didn't think full title, but you
 6 give up a percentage of your home or something
 7 like that. So we explain that you remain 100
 8 percent the sole owner, we do get to list your
 9 home in the future, and that's in writing. They
 10 don't -- they don't like for you to talk about the
 11 40 year.
 12 Q. Why not?
 13 A. Because of how long it is. They don't want people
 14 to know how long it is. Now, that being said, I
 15 do. All my documentation says this is a 40 year
 16 plan. And then I always get the question what
 17 happens if I die, and we explain that.
 18 Q. And how would you answer that question?
 19 A. Truthfully. Oh, I'm sorry. That whatever term is
 20 left on the contract your heirs would be
 21 responsible for fulfilling that.
 22 Q. Now, near I think it's the third paragraph from
 23 the bottom there, it says, "We reserve the right
 24 to record a memorandum that gives public notice
 25 and lets everyone know that you have a

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1 professional relationship with MV that should you
 2 ever decide to sell MV is your go-to brokerage on
 3 this subject property." And that's not entirely
 4 true, is it?
 5 A. That's not entirely true.
 6 Q. Why is it not true?
 7 A. Because it's actually a lien.
 8 Q. So why do you think they are changing the
 9 language, instead of calling it a lien they say
 10 we're going to record a memorandum, the whole
 11 purpose of it is just to tell people we have a
 12 business relationship? Was that truly the
 13 function of it?
 14 A. That's what they say was the function of it.
 15 Q. But what was the reality?
 16 A. The reality was that it was a lien against the
 17 property. When you and I spoke, I don't know,
 18 three, four, five weeks ago or whatever, I told
 19 you that at that time we had our Indiana state
 20 call with Kenton and the other agents on the phone
 21 call. It was just a phone call, not a Zoom call.
 22 And I said, hey, this is -- you know, we had a
 23 discussion and it led to this, and I was talking
 24 about it and I was listening to someone else from
 25 another state bringing up the same subject, so I

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1 A. I agree. I think it should have been better
 2 explained.
 3 Q. Then in the second to the last paragraph there it
 4 says -- it basically talks about the different
 5 ways that they could pay. They suggest that they
 6 can pay the Benefit Agreement payment via Zelle,
 7 direct deposit, or a check in the mail.
 8 Is that accurate with what your processes and
 9 procedures were?
 10 A. That is correct.
 11 Q. How often was Zelle used?
 12 A. Until I joined MV I didn't even know what Zelle
 13 was, to be honest with you. But Zelle was very
 14 popular, more popular than direct deposit and
 15 definitely more popular than a check in the mail.
 16 Q. Any particular reason? Just because it was more
 17 convenient?
 18 A. It was very quick. And that procedure, if you're
 19 interested, is -- I guess Zelle is like a wire
 20 transfer. You can't pull it back. So they would
 21 send one dollar and verify that the homeowner did
 22 get it into their account to make sure they had
 23 all the proper information. And then once they
 24 verified it, then they sent the rest.
 25 MR. YEOMAN: I have a quick follow-up

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1 brought it to our state call.
 2 So I said this is a lien, guys. They can
 3 call it a memorandum, but it's a lien. And then
 4 someone said, well, you know, they labeled it
 5 memorandum, and that's how it's filed, so it
 6 really is, we're not being deceptive, it's a
 7 memorandum. And there was a big argument on the
 8 phone basically. That's where I'm going with this
 9 about the lien and this and that and the other.
 10 And it was very shortly after that, something with
 11 Joe Shaia, and at that point I was just -- enough,
 12 I'm done. This is ridiculous.
 13 Q. I see. So you expressed concern and reservations
 14 of how you all were referring to that and not
 15 calling it a lien, because you felt it was
 16 deceptive?
 17 A. I did.
 18 Q. I mean, the fact that the company is going to
 19 record a lien against your property in connection
 20 with this agreement seems like a material term,
 21 don't you think?
 22 A. I would agree.
 23 Q. So do you believe they had a duty to provide more
 24 information to these consumers about what the
 25 function of that memorandum was?

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1 question.
 2 MR. HALLER: Go ahead.
 3
 4 QUESTIONS BY MR. JOSEPH YEOMAN:
 5 Q. In your experience did any of these benefit
 6 agreements get filed as memorandums before the
 7 client was paid?
 8 A. I don't see how that's possible, because the
 9 notaries -- because there always was a notary
 10 there, the notary had to make sure that everything
 11 was good, that they didn't have to go back and get
 12 another signature or something, and then they had
 13 to send it to Florida for signature, and then it
 14 got filed. So usually people were paid --
 15 personally I never heard of an instance where
 16 somebody wasn't paid and the memorandum was filed
 17 first. I guess it's possible, but I don't see how
 18 it's possible.
 19 Q. In any of your weekly meetings did anybody bring
 20 up that happening?
 21 A. Not that I remember.
 22 MR. HALLER: Let's go off the record for just
 23 a second.
 24 (A brief discussion was held off the record
 25 at this time.)

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1 Q. I'm going to ask that the witness look at State's
 2 Exhibit 6, which is titled IN HBA 2022.
 3 Sir, I'm going to have you look at that
 4 exhibit, please, and then if you could identify it
 5 for me for the record I would appreciate it.
 6 A. Did you want me to --
 7 Q. Do you recognize the agreement, sir?
 8 A. Yes. This is a standard agreement. Homeowner
 9 Benefit Agreement.
 10 Q. Do you recognize this as sort of an Indiana
 11 template form that you would have used in your
 12 sales of the Homeowner Benefit Agreement program?
 13 A. Yes.
 14 Q. On page 1 there under Paragraph 1, Exclusive Right
 15 To List, you'll notice that the payment is
 16 referred to as a promotion fee. Do you see that?
 17 A. I'm sorry. Where is it now?
 18 Q. It's under Subparagraph 1 in the middle of the
 19 page, Exclusive Right To List. And it says, "In
 20 exchange for company's payment of."
 21 A. I see that.
 22 Q. And then behind the dollar amount it says, "the
 23 promotion fee."
 24 Did you ever hear the HBA payment referred to
 25 as a promotion fee?

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1 A. I never used it. And I was never taught it
 2 either.
 3 Q. On the second page of this document, so this will
 4 be under 3 -- it will be the next page after that,
 5 sir. Under 3, Early Termination Fee And Owner
 6 Listing Period.
 7 A. Yes.
 8 Q. It says that, "In the event either, A, a property
 9 owner fails to perform any its obligations under
 10 this agreement, including without limitation enter
 11 into any prohibited engagements, or, B, an early
 12 termination event as defined below, shall occur,
 13 then the property owner shall immediately pay
 14 company as agreed upon liquidated damages and not
 15 a penalty, an early termination fee in the amount
 16 of three percent of the greater of" blank, "the
 17 property's current Realtor Valuation Model, or, 2,
 18 the fair market value of the property at the time
 19 of the property owner's breach or early
 20 termination event as reasonably determined by the
 21 company." So how do you understand that to work
 22 in practice?
 23 A. The reality was is that whatever valuation that we
 24 placed on the property, if it was say half a
 25 million dollars, \$500,000, then it would be three

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1 percent of the \$500,000, even if the home was
 2 worth \$400,000 at the time. So, in other words,
 3 if they breached, they had to pay the three
 4 percent of the value that we placed on the
 5 property at the time of signing.
 6 Q. And, conversely, if the property were to increase
 7 significantly in value, the company would
 8 theoretically stand to gain a higher commission?
 9 A. Correct.
 10 Q. But on the down side, no matter how the value of
 11 the property decreased, the homeowner would still
 12 owe at least at minimum that amount they were
 13 paid; correct?
 14 A. No. The three percent is based off of whatever
 15 value on the date of signing.
 16 Q. Okay.
 17 A. So they would owe that. If the property burned
 18 down and they walked away, they would still owe
 19 three percent of whatever.
 20 Q. Okay.
 21 A. Whatever it was that we valued on that document at
 22 that day and they signed.
 23 Q. But if the property increases in value it seems
 24 that MV Realty was the one in the position to
 25 determine what the fair value was?

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1 A. That is correct.
 2 Q. If you could turn to -- it will be on page 5 of
 3 this same document under Paragraph 10.
 4 A. I noticed this as I was flipping through here. I
 5 know you can't tell me where you got this. I get
 6 that, it's an investigation. But is this real?
 7 Q. Which page are you --
 8 A. Number 6. MV Realty of Indiana, LLC, 8072 Pecan
 9 Drive, Alabama?
 10 Q. Are you saying that is an inaccurate address for
 11 that particular LLC?
 12 A. I don't know where this came from, but none of
 13 ours said this.
 14 Q. Okay.
 15 A. It was the company MV Realty of Indiana, and it
 16 was to Kenton's home address I think. Kenton
 17 Williams's home address in Indiana, 46217. I know
 18 that was it.
 19 Q. So that might be a typo, in other words?
 20 A. Okay. Could be. I just saw that and I was like,
 21 no, that's not right.
 22 Q. Thank you for pointing that out. If you could
 23 look at page 5, Paragraph 10, under Rescission.
 24 Do you see where I'm at?
 25 A. Yes.

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1 Q. It says, "Property owner may rescind this
 2 agreement within three business days of the date
 3 of its execution by property owner by sending
 4 written notice of property owner's election to
 5 rescind to the following email address." And it
 6 says Cancel@homeownerbenefit.com. Do you see
 7 that?
 8 A. I do.
 9 Q. Are you aware of anyone that you worked with who
 10 attempted to rescind the agreement?
 11 A. I know for a fact that I had two. And I told
 12 them, you know, they needed to send that email. I
 13 will also inform the company that they wanted to
 14 cancel, but send -- you have to send the email.
 15 That's the deal. And they did, and they did
 16 cancel.
 17 Q. So in those circumstances MV Realty did let them
 18 out of the agreement?
 19 A. Yes. One of them had not been paid, so that was
 20 no worry. One of them had been paid, and all they
 21 had to do was send the money back and that was no
 22 problem, and they did.
 23 Q. Now, in terms of the three day notice of
 24 cancellation, which is effectively what this is,
 25 is this the only rescission notice that people

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1 received was this paragraph listed in the
 2 Homeowner Benefit Agreement?
 3 A. For the first half of 2022 we told them about
 4 this, and we stressed that the notary did also,
 5 they stressed this, you have three days to back
 6 out. Then midyear of 2022, then they included
 7 another big page of, hey, you know, you can do
 8 this and you can back out in three days, blah,
 9 blah, blah. It was a single page by itself.
 10 Q. Do you recall about when they started providing
 11 that document?
 12 A. Approximately midyear in 2022.
 13 Q. Before that the only rescission notice was this
 14 Paragraph 10 --
 15 A. Correct.
 16 Q. -- predating it? This separate notice that they
 17 started using, do you happen to have a copy of
 18 that in your records?
 19 A. Maybe. I'll look and try to get it to you if I
 20 can find it.
 21 Q. Thank you. And do you happen to know if the three
 22 day Notice of Rescission, what font type it was in
 23 or the size of the font or the language that was
 24 in it?
 25 A. Off the top of my head, no. But it was big. It

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1 wasn't little like it is, the font. It was much,
 2 much, much larger. And if I'm not mistaken, I
 3 think they were required to initial it.
 4 Q. If you could turn to the next page, page 6 of that
 5 agreement under Sub A, Assignment. Do you see
 6 that, sir?
 7 A. Yes.
 8 Q. And in the second sentence it says, "Property
 9 owner agrees that company may delegate some or all
 10 of its obligations under this agreement, and any
 11 future listing agreement, and company may
 12 transfer, assign some or all of its rights
 13 hereunder, including the right to receive a
 14 commission, the early termination fee." How do
 15 you interpret that, sir?
 16 A. Oh, as far as assignment, they can't assign this
 17 to anyone else. In other words, they can't give
 18 it to somebody else. In other words, they sold
 19 the property to let someone else take
 20 responsibility for the remainder of the term.
 21 They could not allow that to occur. They couldn't
 22 do it. It was a triggering event. In other
 23 words, that would be a transfer.
 24 Q. Well, I might have you look a little more closely
 25 to the part where it says, "company may delegate

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1 some of or all of its obligations under this
 2 agreement." Right? Do you see that part?
 3 A. Oh, I'm sorry. Yes. Let me look at this.
 4 Q. I guess the point being, you described earlier how
 5 you had received some indication that there was
 6 the possibility that the company might intend to
 7 sell their rights to these Homeowner Benefit
 8 Agreements on the secondary market, right, or to a
 9 hedge fund or an investor?
 10 A. I'm sorry. I misunderstood the context of this.
 11 That is correct.
 12 Q. So having a chance to look at it again, what do
 13 you think the language indicates here?
 14 A. No, what they're doing is giving them the right to
 15 assign this to one of their other companies, or
 16 assign this to the hedge fund if they had to. But
 17 as I indicated earlier today, they have a back up
 18 broker in every state. They have to, according to
 19 their investors. They have to have an independent
 20 third party that has the complete list of these
 21 Homeowner Benefit deals in their state in the
 22 event the company were to fail, meaning MV Realty
 23 or whatever iteration they're in, you understand.
 24 Then they can transfer those to a different broker
 25 and fulfil the obligations. That's what that

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1 means.
 2 Q. And were you personally aware of any of these
 3 Homeowner Benefit Agreements being sold to another
 4 company, or the intention being to eventually sell
 5 the rights of the Homeowner Benefit Agreement to a
 6 different company?
 7 A. I was told that, but I never saw the evidence of
 8 it.
 9 Q. And the backup broker that you referred to, is
 10 that Kenton Williams in the State of Indiana?
 11 A. No.
 12 Q. Who was that person?
 13 A. I do not know. There is a broker in Indiana
 14 somewhere, most likely a smaller independent
 15 broker like I was at the time they solicited me,
 16 that they are paying to maintain that list.
 17 Q. Is it fair to say they also maintain the original
 18 signed copies of Homeowner Benefit Agreements?
 19 A. Oh, yes.
 20 Q. And that person would also be in charge of
 21 maintaining the recorded copies of documents
 22 associated with the Homeowner Benefit Agreements?
 23 A. Absolutely. I would imagine that's kept out of
 24 Florida.
 25 MR. KLIPPEL: A quick follow-up.

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1 QUESTIONS BY MR. CASEY KLIPPEL:
 2 Q. You were talking about the notaries that had to be
 3 there when they signed the documents. Who
 4 selected that notary?
 5 A. The company selected it, but if we had a notary
 6 that was very good that we liked that usually was
 7 timely and that sort of thing, we could request
 8 them if they were available.
 9 Q. And did you give them instructions of things to
 10 tell whoever was signing, or what was their
 11 capacity in the relationship?
 12 A. The company gave the notary the instructions on
 13 what they needed to do in the case of corporate.
 14 But if we were present, and I was present many
 15 times because I wanted to be there, I explained it
 16 in great detail and went over the various pieces
 17 of it. But the notary had the instructions also
 18 from corporate if we could not attend.
 19 Q. So the notary would explain what the contract
 20 said?
 21 A. Yes. But we were supposed to be available on the
 22 phone in case they had a question, so we could
 23 answer that question. But many of the
 24 questions -- mine went pretty smoothly for the
 25 most part simply because I sent the agreement in

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1 advance.
 2 Q. One last final question with that one. On any of
 3 the weekly meetings did any of the other real
 4 estate agents describe not so smooth?
 5 A. Yes.
 6 Q. Can you give us some examples of those?
 7 A. The notary -- they didn't attend -- the notary --
 8 I'm sorry. If they did not attend and they were
 9 not "available" to answer questions, then they
 10 would not. They would refuse to sign. And then
 11 you would have to go back again once you talked to
 12 them. I've heard people discuss that particular
 13 situation. I've heard people say they weren't
 14 present but they were on the phone with them while
 15 the notary was presenting all the documents, and
 16 they would say that they wouldn't explain this
 17 properly, the memorandum comes up, the early
 18 termination fee. I've heard people discuss that
 19 on some of the training calls of why they did not
 20 get a deal done for whatever reason. That's all I
 21 remember off the top of my head.
 22 Q. Do you remember if any Indiana real estate agents
 23 had issues?
 24 A. I remember Tammy Powell. She had an issue with
 25 one in Indiana. I'm pretty sure it was Indiana.

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1 Because she's licensed in Indiana and Illinois.
 2 She's up around the Gary/Chicago area. So I think
 3 Don Grant, I think he had someone that he had some
 4 difficulties with, but I don't remember the
 5 reasons.
 6 Q. What was your -- my final question. What was your
 7 success rate from them agreeing that they would
 8 have the notary sign up to sign it and them
 9 actually signing the document?
 10 A. Say that one more time.
 11 Q. What was your success rate when the customer,
 12 consumer, agreed to have the notary come to fill
 13 out this paperwork from them actually signing the
 14 agreement to send to Florida?
 15 A. My success rate, when I actually got them to agree
 16 was probably, I don't know, 55, 60 percent. Maybe
 17 70. I would have to look. I don't know if -- I
 18 don't have access to that data anymore.
 19 Q. So those people then that had -- so we'll go with
 20 the 70 percent rate. So what would happen to that
 21 30 percent then?
 22 A. They would take a second look, or their spouse
 23 would be there and say I don't like this, even if
 24 they weren't a person to sign it and say I don't
 25 like this, the early termination or the memorandum

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1 or whatever, I don't like the idea in general.
 2 And then that deal would fail and we move on.
 3
 4 QUESTIONS BY MR. CHASE M. HALLER:
 5 Q. I'm going to have you look a few pages beyond
 6 this. The document is titled Memorandum of MVR
 7 Homeowner Benefit Agreement. Do you recognize
 8 this template?
 9 A. Yes, I do.
 10 Q. And what is this document?
 11 A. This is the memorandum that they file with the
 12 state. Or the county I should say.
 13 Q. And this is a document that you referred to
 14 earlier I believe that you said should have been
 15 described to people as a lien; is that correct?
 16 A. Correct.
 17 Q. And it lists MV Realty of Indiana as the listing
 18 broker, and then has a space for the person who
 19 would be the property owner; correct?
 20 A. That is correct.
 21 Q. And it identifies the listing broker's address as
 22 219 Dixie Boulevard, Delray Beach, Florida;
 23 correct?
 24 A. Correct.
 25 Q. It says at the bottom there the date is 40 years

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1 after the commencement date.
 2 So basically you recognize that this is a 40
 3 year lien that would attach to property; correct?
 4 A. Correct.
 5 Q. On the page immediately following this under
 6 Paragraph 3 where it's underlined and bolded, do
 7 you see that language?
 8 A. I do.
 9 Q. It says, "The obligations of property owner under
 10 the agreement can constitute covenants running
 11 with the land and shall bind future successors of
 12 interest to title to the property." What does
 13 that sound like to you?
 14 A. Well, it binds any of their heirs.
 15 Q. What other product does it sound similar to?
 16 A. It sounds like an HOA. Sorry.
 17 Q. You're fine. So I think earlier we were talking
 18 about why it's clear that this constitutes a lien
 19 regardless of what they call it; right?
 20 A. I agree.
 21 Q. So in this description here, which is part of the
 22 document that is filed with the Recorder's Office,
 23 it says that it's a covenant running with the land
 24 and binds successors of interest of title to the
 25 property; correct?

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1 A. Correct.
 2 Q. So, in other words, that means that anyone in the
 3 chain of title effectively following this document
 4 has obligations to pay this; right?
 5 A. Correct.
 6 Q. And so it seems pretty clear that that's a lien,
 7 right, because that's money to be repaid?
 8 A. That is correct.
 9 Q. And then on the page following this you'll see
 10 there is a signature line for both property owner
 11 and then for MV Realty of Indiana; correct?
 12 A. Yes.
 13 Q. And do you see where under MV Realty of Indiana
 14 Amanda Zachman is listed as the signatory?
 15 A. Yes, I do.
 16 Q. Was it her role to sign these memorandums before
 17 they were then recorded as a lien?
 18 A. Correct.
 19 Q. Do you have any idea how these were routed to her
 20 for signature after the homeowner would sign the
 21 agreement?
 22 A. The notary would take and overnight them, or two
 23 day. I'm not sure if it would go FedEx or UPS.
 24 Not sure. As a matter of fact, it was FedEx. It
 25 went FedEx to the office in Florida, and then she

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1 would execute there, and then it would get filed
 2 with the county and state.
 3 Q. Do you know who was responsible for those real
 4 estate recordings?
 5 A. I do not.
 6 Q. So your involvement with the agreement effectively
 7 ended after you were on the telephone for that
 8 closing; is that correct?
 9 A. Or present, yes.
 10 Q. And so you were sometimes present personally?
 11 A. Yes.
 12 Q. And would that be only if it was local and
 13 driveable?
 14 A. Correct.
 15 Q. I'm going to have the witness look at State's
 16 Exhibit 7, and this is the MVR Homeowner Benefit
 17 Agreement. This I'm just going to have you
 18 authenticate, sir. So if you could just look at
 19 it in its entirety and let me know -- obviously
 20 not having to read every detail, but identify the
 21 document when you're ready.
 22 A. Yes, I recognize this. This is for Mr. [REDACTED],
 23 one of the gentlemen that I signed up, and I
 24 believe that is the subject of this Complaint.
 25 Q. Yes. So it's true that you're aware that this

Russell J. Scheiner, RPR, CSR [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

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1 gentleman filed a Complaint with our office;
 2 correct?
 3 A. Correct.
 4 Q. Mr. [REDACTED].
 5 And you recognize that he was one of the
 6 "clients" that you signed up for a Homeowner
 7 Benefit Agreement?
 8 A. Yes.
 9 Q. And does this represent a true and accurate copy
 10 of the agreement that he signed to your
 11 recollection?
 12 A. Yes, it does, sir.
 13 Q. And were you present for the signing of this
 14 document?
 15 A. I was.
 16 Q. And who else was present at the time?
 17 A. It was the notary. I could look his name up.
 18 Brian. First name is Brian. I don't remember his
 19 last name.
 20 Q. Is it Boenigk, B-o-e-n-i-g-k?
 21 A. Oh. I guess I better look on here. Yes, that
 22 sounds right.
 23 Q. So he acknowledged Mr. [REDACTED]'s signature on the
 24 document while you were present?
 25 A. Yes.

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1 Q. Was anyone there present as a signatory for
 2 MV Realty?
 3 A. No.
 4 Q. So the idea would be you're just there to
 5 potentially answer questions, but you're not there
 6 to sign the agreement and bind the company?
 7 A. That is correct. Kenton Williams, the broker of
 8 record for the state, isn't allowed to even do
 9 that, which I find unusual.
 10 Q. And then also a few pages into this agreement
 11 there is a similar memorandum to the template we
 12 looked at. I'm going to have you look at that.
 13 It is titled Memorandum of MVR Homeowner Benefit
 14 Agreement. And is it an accurate statement to say
 15 that this represents the lien that would have been
 16 filed against Mr. [REDACTED]'s property in connection
 17 with the Homeowner Benefit Agreement?
 18 A. Yes, that would be a fair and accurate assessment.
 19 Q. And it also contains the same language that we saw
 20 in the Indiana template memorandum form that we
 21 just looked at; correct?
 22 A. Correct.
 23 Q. Thank you. I'll have the witness look at State's
 24 Exhibit 8, please.
 25 A. Can I point something out to you?

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1 Q. Sure. Please.
 2 A. Number 6, the exhibit you just showed me. That
 3 address.
 4 Q. Oh, I see. So the witness is pointing out that
 5 the address listed on page 6 of the agreement is
 6 different than the one that appeared in the
 7 template document we looked at previously.
 8 Correct, sir?
 9 A. Yes.
 10 Q. Thank you. All right. So if you can look at
 11 State's Exhibit 8, please. Do you recognize this
 12 document, sir?
 13 A. Yes, sir. I do.
 14 Q. And does this represent a true and accurate copy
 15 of the response that you submitted to the office
 16 of the Indiana Attorney General in connection with
 17 this Complaint that was filed by Mr. [REDACTED]?
 18 A. Yes, it does.
 19 MR. HALLER: Thank you, sir. I'll have the
 20 witness look at State's Exhibit 9, please. Oh, I
 21 apologize. Strike that, please. We would like to
 22 take a break at this point.
 23 (The time being 12:40 p.m., the
 24 deposition was recessed for lunch, to be
 25 resumed at 1:15 p.m.)

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1 QUESTIONS BY MR. CASEY KLIPPEL:
 2 Q. Just to clarify, did you have any substances or
 3 anything that would impair your ability to answer
 4 truthfully during the break?
 5 A. No, I did not.
 6 Q. So I just want to go through some terms, and in
 7 your words just describe what your understanding
 8 of their meaning is. We'll start with what is
 9 marketing?
 10 A. Well, marketing -- that's a broad term. Marketing
 11 could be a number of things. It could be direct
 12 mail, it could be phone calls, it can be social
 13 media, it could be -- you know, marketing is
 14 marketing. Sorry.
 15 Q. In what ways did MV Realty market?
 16 A. I know they did Facebook, I know they did Google,
 17 and then I know they bought lists in order to be
 18 able to market to those people. They had emails,
 19 they had telephone numbers, that sort of thing.
 20 Q. Do you know where they purchased the list of phone
 21 numbers from?
 22 A. I do not know.
 23 Q. Did you ever hear any rumors of where they might
 24 have been purchased from?
 25 A. Refi, houses -- a lot of times, you know, you go

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1 to like the Loan Depot or whatever. You put your
 2 information in and then you have people competing
 3 to get your business, various lenders. My
 4 understanding was something similar to those
 5 things. They would purchase that data because
 6 those companies make it available.
 7 Q. Did MV Realty have any websites?
 8 A. Yes, they had their own website. It's kind of
 9 weird. Their main company website was Homes@MVfl,
 10 Florida. And then they had the Homeowner Benefit
 11 HBA website. And then they had some others, but I
 12 don't remember how they -- their designations, you
 13 know what I mean. It was Homes@MV something,
 14 Homeownerbenefit.com, and they had some other ones
 15 like that.
 16 Q. Do you know of any websites that were for like
 17 refinancing?
 18 A. No. That I do not know.
 19 Q. What is telemarketing to you?
 20 A. Calling people and either asking for money or
 21 asking them to take a look at a product or
 22 whatever.
 23 Q. What is robocalling to you?
 24 A. Robocalling is basically when you get those calls
 25 on your phone, and they keep blowing you up with

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1 the same number, or the same company with
 2 different numbers blowing you up.
 3 Q. Is a live person on a robocall?
 4 A. Sometimes -- well, please explain context. Or are
 5 you just asking in general?
 6 Q. What your understanding of a robocall is. Is it a
 7 live person that calls someone else, or is it a --
 8 A. It can be both. In my position it could be an
 9 automated thing or it could be a live person just
 10 calling, calling, calling.
 11 Q. What is consent? So what is the consent for a
 12 phone call, to receive a phone call?
 13 A. Well, you -- that's an interesting question. I
 14 never really looked at it that way before. Most
 15 of the time my consent is if I pick it up or not,
 16 if I answer. But in a reality sense it would be
 17 if you don't have your number on the DNC list you
 18 have asked for information about a product or
 19 service, that type of thing.
 20 Q. What is an inbound call?
 21 A. An inbound call is when somebody calls you based
 22 off of some catalyst of some sort. Something
 23 happened, they are going to call you back, or it's
 24 a transfer in from whatever mechanism that got
 25 them to me.

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1 Q. And what is an outbound call?
 2 A. Is when I pick up the phone and start calling
 3 people directly.
 4 Q. Did MV Realty ever use the term transfer
 5 specialist?
 6 A. Yes.
 7 Q. What is your understanding of what a transfer
 8 specialist was in that context?
 9 A. A transfer specialist received a call from
 10 somewhere, and possibly -- they did not say this,
 11 but I've heard transfer specialists say they made
 12 phone calls. I don't remember their names, don't
 13 ask me, I don't remember, because there were so
 14 many different ones. It wasn't like there was one
 15 specific one for our area or something like that.
 16 A call comes in based off of some catalyst
 17 that got them there. They answer a couple of
 18 questions to see if they might have interest in
 19 the Homeowner Benefit Agreement, and then they
 20 transfer them to us because it has to be a
 21 licensed agent to do the deal.
 22 Q. Did you ever talk to the transfer specialist
 23 directly?
 24 A. Briefly when they were transferring the call over
 25 and they would say Todd, this is Mr. Smith, for

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1 example, he is interested in a Homeowner Benefit
 2 Agreement, he would like to know how much he
 3 qualifies for. And they hand it off to me, and
 4 they hang up and move on.
 5 Q. Were these transfer specialists employees of
 6 MV Realty?
 7 A. I don't know.
 8 Q. Do you know where they were located?
 9 A. No. I'm thinking they were in Florida, but I
 10 don't know.
 11 Q. Did MV Realty ever use the term appointment
 12 center?
 13 A. Yes.
 14 Q. Is that the same as a transfer specialist?
 15 A. Pretty much. I mean, it's not identical, but they
 16 are the ones that did also transfer calls in to
 17 us. Very similar to a transfer specialist, but
 18 those appointment centers -- well, I guess
 19 basically they are the same. I haven't really
 20 looked at it like that before. Yes.
 21 Q. Can you think of any differences between the two?
 22 A. Not really.
 23 Q. What to you is objection handling?
 24 A. Objection handling is basically when somebody says
 25 okay, your program sounds pretty cool, but what

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1 about this or what about that, something that they
 2 don't like, and you try to overcome that objection
 3 and say okay, well, it's this and here is the way
 4 it applies, and you can do this and that and the
 5 other. You know, whatever. You explain it.
 6 Q. So if an individual that you're talking to on the
 7 phone gave you the objection I don't want you to
 8 call me, what did MV Realty tell you to do?
 9 A. We're supposed to mark them in the CRM as a DNC, a
 10 do not call, because they have a space in there.
 11 And then if for some reason we could not get into
 12 the CRM -- sometimes the CRM went down for half an
 13 hour or an hour, some technical thing. In our
 14 Slack channels we had a DNC specific channel, and
 15 we put the telephone number in there and sent it
 16 through Slack.
 17 Q. And do you know who was in charge of that Slack
 18 channel?
 19 A. No.
 20 Q. Do you know who else was in that Slack channel?
 21 A. Everybody had access to it, so I don't know.
 22 Q. Was there any specific language that the person
 23 you're talking to had to use to be placed on the
 24 DNC?
 25 A. Don't call me, or worse.

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1 Q. When you were talking to these individuals were
 2 they expecting you to be talking to them?
 3 A. Somewhere were and some weren't. Directly out of
 4 our CRM, if we took the lead out of the CRM,
 5 MV Realty CRM, no, they weren't expecting our
 6 call. But on the inbound calls, whatever got them
 7 to come to us, they knew a little bit coming in,
 8 so they wanted to know more.
 9 Q. So the ones that you got out of the CRM and you
 10 gave them a call, where did they think the call
 11 was coming from I guess? Or why do you feel like
 12 they weren't expecting the call?
 13 A. Well, they had filled out -- well, like I
 14 explained earlier today, we could see in there if
 15 it was a refinance inquiry, if it was a loan
 16 modification inquiry, of cash -- it says cash in
 17 there. We knew where that lead originated from,
 18 what they were looking for. So when we called
 19 them they weren't expecting, you know, MV Realty
 20 people to be calling them out of the blue. They
 21 had done something along the way, but it wasn't
 22 related to MV Realty. That much I can say for
 23 certain.
 24 Q. Did MV Realty use any specific jargon relating to
 25 marketing that you hadn't heard before, any

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1 acronyms or anything of the like?
 2 A. I mean, specific to their Homeowner Benefit stuff,
 3 I mean, before I joined them, no, I didn't. But,
 4 no. Typical stuff. Typical marketing techniques
 5 that most companies would employ.
 6 Q. Let's sort of switch gears a little to training.
 7 Did you receive training from MV Realty on how to
 8 make phone calls?
 9 A. Yes.
 10 Q. What kind of training did they give you?
 11 A. It was mock calls at the beginning when I first
 12 joined them. And they made training for -- that
 13 was like a day and-a-half. Let's say a day
 14 and-a-half of training on that. And then after
 15 that if we wanted to we had the option to join
 16 various calls during the week -- typically they
 17 were Tuesdays and Thursdays -- to hone our skills.
 18 Some were tailored more for like email and text
 19 marketing, or some were tailored for actual phone
 20 calls and taking the inbounds -- especially
 21 inbounds because they were really pushing those
 22 inbounds. I don't know what they were spending,
 23 but they were spending a lot to get those
 24 inbounds.
 25 Q. Could you have re-watched the trainings?

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1 A. No.
 2 Q. They were all live?
 3 A. Yes. Now let me back up. Let me rephrase that.
 4 I did not. Maybe some trainings were available,
 5 but I never searched them out. I don't know.
 6 They could have been.
 7 Q. Did they give you training on leaving voicemails?
 8 A. Yes.
 9 Q. Were these voicemails ever pre-recorded?
 10 A. Pre-recorded?
 11 Q. So was there ever a recording that you used in a
 12 voicemail?
 13 A. No.
 14 Q. So there wasn't the ability to when you're talking
 15 to them press a button and it left a particular
 16 voicemail?
 17 A. Oh, you mean to the person that we were calling?
 18 Q. Correct.
 19 A. Oh, yes. We could -- but it was our voice. I
 20 mean, it was us leaving the messages.
 21 Q. But was it a recording of your voice where you
 22 left the same message for every single person, or
 23 was it you individually just leaving a voicemail?
 24 A. The agents in the field did not do that. I know
 25 corporate did, because I heard that from several

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1 people, that I got a recorded message on my phone
 2 and I called back, and then they were transferred
 3 through the tree to us because they were in
 4 Indiana or whatever.
 5 Q. Do you know anything else about those voicemails
 6 that were pre-recorded?
 7 A. No.
 8
 9 QUESTIONS BY MR. JOSEPH YEOMAN:
 10 Q. One follow-up to back up quick. When you said
 11 that the agents did not do that, to clarify you
 12 mean you specifically for each voicemail you left,
 13 it was an individualized message that you made on
 14 the spot?
 15 A. Correct.
 16 Q. So, for example, when you called somebody and they
 17 didn't answer you would say this is Todd, hope
 18 you're having a great day, give me a call back,
 19 thanks?
 20 A. Yes.
 21 Q. And again to clarify, they were each customized
 22 for that specific person?
 23 A. Well, I mean, it was a template verbiage, but,
 24 yes.
 25 Q. But it was still, hey, Joe, this is Todd, hope

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1 you're having a great Sunday, talk to you soon?
 2 A. Yes.
 3 MR. YEOMAN: Thanks.
 4
 5 QUESTIONS BY MR. CASEY KLIPPEL:
 6 Q. So let's see. On to the training with texting.
 7 What kind of training did they give you with
 8 texting?
 9 A. Oh, I've got a template in here. We just used the
 10 template. We would kind of tailor it to our own
 11 personality, make slight variations and then send
 12 it out. Hey, this is Todd, I wanted to reach out
 13 to you about our Homeowner Benefit Program, love
 14 to speak to you, please give me a call back when
 15 you get a chance or send me a text.
 16 Q. Did you use your personal phone to make all these
 17 calls and texts?
 18 A. Yes. Well, I did use a dialer for a little while,
 19 a computer dialer so I could use a headset because
 20 I didn't want to hold my phone the whole time.
 21 Q. So the computer dialer, is that built into your
 22 computer? Explain what the dialer is.
 23 A. It's just a program for dialing out. It connects
 24 to a phone line. It's almost like a CRM in a way,
 25 but it's just for dialing out. That's what all I

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1 used it for.
 2 Q. What phone number was connected to that dialer?
 3 A. Oh, I don't know off the top of my head.
 4 Q. Was it a unique phone number to you?
 5 A. No. No, it was like a generated number.
 6 Q. So did that number change?
 7 A. No. No, no, it was a set number. I could
 8 probably dig it up if you want it. I just don't
 9 have it today.
 10 Q. Particular numbers are not important at the
 11 moment. Did that dialer allow you to do texting
 12 as well?
 13 A. Yes, I could do texting with that dialer, but I
 14 liked using my phone because I wanted them to call
 15 me directly on the phone.
 16 Q. Did you save the numbers of the people you were
 17 talking to on the phone?
 18 A. No.
 19 Q. Did MV Realty know about the dialer that you were
 20 using?
 21 A. I don't think so, no.
 22 Q. So that was a program that you provided on your
 23 own?
 24 A. Correct.
 25 Q. That was not provided by MV Realty?

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1 A. No, that was my own.
 2 Q. Do you remember the name of the dialer that you
 3 used?
 4 A. Not off the top of my head. If you need it I'll
 5 get it for you.
 6 Q. Perfect.
 7 MR. KLIPPEL: We'll switch over and have
 8 Exhibit 9.
 9
 10 QUESTIONS BY MR. JOSEPH YEOMAN:
 11 Q. State's Exhibit Number 9, titled Blue And Black
 12 Step By Step Process Chart Presentation.
 13 Can you look at the first page, and do you
 14 recognize this presentation?
 15 A. I do.
 16 Q. And what is this presentation?
 17 A. It is a call script.
 18 Q. When was this presentation given to you?
 19 A. We had a presentation back when I first started,
 20 but they made changes along the way. The inbound
 21 telephone call telephone numbers changed a bunch.
 22 They started out with like three numbers, and then
 23 by the time we were finished or I walked out the
 24 door, there was like, I don't know, 30 numbers or
 25 something. It was crazy.

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1 Q. And do you know who wrote this presentation?
 2 A. No, I do not.
 3 Q. And if we could go to -- sorry, unfortunately the
 4 page numbers did not print on this copy, I do not
 5 know why, but if we go to the fifth page on here,
 6 which looks like this, it just says Phone Call
 7 Openers.
 8 A. Got it.
 9 Q. Can you explain what this is?
 10 A. This is one of the suggested call openers that we
 11 would do when we call somebody for the first time.
 12 Typically it's out of the CRM where we accepted
 13 that lead, and then we make that first call. This
 14 is for --
 15 Q. To clarify, you were meaning in an outbound call?
 16 A. Correct. Outbound call. So this is a typical
 17 thing that they would like for us to use.
 18 Q. Is this typically what you would use?
 19 A. For the post part, yes.
 20 Q. It says the word in the middle of this in capital
 21 letters, "marketing program?"
 22 A. Where is -- sorry. Oh.
 23 Q. Can you show me which page you're looking at?
 24 A. Right here.
 25 Q. Yes. Do you see marketing program?

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1 A. Yes.
 2 Q. Do you know what marketing program means?
 3 A. A lot of times they put this stuff in here and we
 4 never said this. I mean, they wouldn't tell us
 5 not to say it; okay? They wouldn't say just make
 6 up your own stuff, but I never said stuff like
 7 this.
 8 Q. Okay.
 9 A. A lot of agents did, though.
 10 Q. Can you go two more pages over to the one that
 11 says Text Openers? Is this an example of a text
 12 message that you were discussing earlier?
 13 A. Yes. Now, I did use this for the most part.
 14 Q. So this is a typical template of the text messages
 15 that you would send?
 16 A. Correct.
 17 Q. You in this particular process have selected an
 18 outbound lead?
 19 A. Correct.
 20 Q. You have made an outbound call?
 21 A. Correct.
 22 Q. When does this text message get sent?
 23 A. Usually directly within five or ten minutes of
 24 that first phone call I would send a text message.
 25 Q. And typically how are you making this text

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1 message? How are you actually doing the text
 2 message?
 3 A. For me, a lot of times I would use my phone for
 4 the text message because they are already there,
 5 it's just a matter of forwarding to that number.
 6 Q. So you have it saved on your phone as a
 7 copy/paste?
 8 A. I did, yes.
 9 Q. And then you would paste it in and put your name,
 10 and so every person that got this would have
 11 gotten roughly the same text?
 12 A. Pretty much. Maybe not 100 percent of the time,
 13 but the vast majority of them.
 14 Q. We are going to go two more pages to what looks
 15 like this. It says Inbound Calls --
 16 A. Yes.
 17 Q. -- on the front of it. And we will go to the next
 18 page. Do you recognize this page?
 19 A. I do.
 20 Q. So on this page it mentions that inbound calls
 21 have a four times conversion rate to appointment
 22 than outbound calls. Is that your experience?
 23 A. No.
 24 Q. Why is that not your experience?
 25 A. I had a higher success rate with taking them out

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1 of the CRM and just being a decent person talking
 2 to them. These people, when they were inbound
 3 most of the time they had some type of catalyst,
 4 like a ringless voicemail. That's what they told
 5 me. Well, they described it as an automated
 6 voicemail or whatever. And I would say you mean a
 7 ringless voicemail, and they would say yes. I
 8 said, oh, okay, tell me what it is, MV, blah,
 9 blah, blah, we give them the spiel. But my
 10 conversion rate was better with just taking -- and
 11 anyway, who cares.
 12 Q. What was the difference in your conversion rate
 13 between the two?
 14 A. I would say they were about the same.
 15 Q. So, for example, if you called ten people, you
 16 took ten inbound calls and you did ten outbound
 17 calls, you would have the same conversion rate on
 18 both of them?
 19 A. No. No, I'm sorry. I misspoke there. I would
 20 have a better rate myself personally with direct
 21 call outbound.
 22 Q. And do you have a rough estimation of the
 23 difference between the two?
 24 A. I don't know. I honestly don't know. I just
 25 hated them. And of course when you don't like

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1 something you don't do a good job at it.
 2 Q. Did you always hate them?
 3 A. Yes.
 4 Q. Did you speak to anybody about the fact that you
 5 hate them at MV Realty?
 6 A. It didn't make a difference. I talked to Kenton
 7 Williams about it, the broker for the state, and
 8 said this is ridiculous. Because we did not have
 9 to take -- in the beginning when I started we did
 10 not have to take any inbound calls when I began.
 11 And then they changed it somewhat through the
 12 year, and then they changed it again to eight.
 13 You had to take eight inbounds -- it was eight?
 14 Yes. Eight inbounds per day, and your phone was
 15 blowing up. And I mean from every freaking
 16 telephone number. They had like 30 there towards
 17 the end. It was crazy.
 18 Q. What do you mean by they had 30 there towards the
 19 end? Who is the "they?"
 20 A. I'm sorry. MV Realty had like 30 different lines.
 21 And every line, if it's in Indiana, they are
 22 calling in, and everybody gets rung. It doesn't
 23 make a difference what agent it is, everybody gets
 24 the same ring tone until somebody picks up.
 25 Q. So to clarify the process working, if it was an

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1 inbound call, all of the different real estate
 2 agents in Indiana received that same call at the
 3 same time?
 4 A. Yes. That is correct. And then whoever picked
 5 up -- basically, you know, whoever picked up first
 6 won.
 7 Q. Can we switch to the next page?
 8 A. Sure.
 9 Q. This is titled Where Do Inbound Calls Come From.
 10 Sorry, just as a quick clarifying question from
 11 the last thing we talked about, you mentioned
 12 there was several agents in Indiana.
 13 Do you know how many real estate agents there
 14 were here?
 15 A. If you include Kenton, at one time we had like ten
 16 or 11.
 17 Q. Did Kenton take inbound phone calls?
 18 A. No.
 19 Q. So there were between 9 and ten people answering
 20 inbound calls?
 21 A. Correct. Now, I shouldn't say that. I know
 22 Kenton always said he never takes calls. He
 23 wasn't included in that system because he was a
 24 broker. So if that's -- all I can say is that's
 25 what he said. Whether that's true or not I don't

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1 know.
 2 Q. So on this page about where do the inbound calls
 3 come from, it mentions marketing outreach. It
 4 says "IVR (Interactive Voice Response)." What
 5 does that mean to you?
 6 A. Well, an IVR system is -- real estate companies
 7 use that all the time to route calls to their
 8 agents. But the reality here is they were
 9 dropping ringless voicemails. That's what they
 10 were doing.
 11 Q. What is a ringless voicemail?
 12 A. Basically it's a prerecorded message, and the
 13 system is designed to basically ring your phone,
 14 then ring it again immediately so it doesn't even
 15 sound like it rang at all, and then the voicemail
 16 drops in.
 17 Q. And how do you know this?
 18 A. Because I've used it. I have used that sort of
 19 thing in the past. About ten years ago we used to
 20 use that before they outlawed it.
 21 Q. And how do you know that MV Realty was using it?
 22 A. Because people were telling me on the inbound
 23 calls.
 24 Q. So Indiana consumers were telling you, Indiana
 25 residents, that they were receiving the

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1 voicemails?
 2 A. Yes.
 3 Q. Did anybody ever mention ringless voicemails on
 4 any of these weekly calls?
 5 A. No.
 6 Q. Did anybody bring up that inbound call recipients
 7 were complaining about ringless voicemails?
 8 A. It was mentioned that people were angry about the
 9 amount of calls. I never heard anything specific
 10 on ringless.
 11 Q. So when you say that they were mad about the
 12 amount of inbound calls, what do you mean by that?
 13 A. Well, for example, there was one lady that I spoke
 14 with in approximately the August or September time
 15 frame. I guess I accepted her out of the CRM, and
 16 then made the call, then sent the text. And then,
 17 I don't know, I got sidetracked or whatever, and
 18 then she got cycled back in because I didn't
 19 fulfill my thing of saying, hey, I reached out
 20 again through the CRM. Because that's the only
 21 way I have to self report. So I didn't do that,
 22 she got cycled back in, somebody picked her up
 23 again and called her, and then they didn't do what
 24 they were supposed to do, and then she get cycled
 25 again. And I think she talked to four different

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1 people that called her that day whenever I got a
 2 hold of her. And I think I was like the fourth
 3 one on the same day, and I said that's next to
 4 impossible. I said that's not possible, and I
 5 apologized. But she says please don't call me. I
 6 put her on the DNC list.
 7 And then I made an inquiry on the Monday
 8 meeting, and they said on the Monday meeting
 9 that -- they explained how that can happen because
 10 you didn't disposition properly. In other words,
 11 you didn't click on it and say, hey, I made
 12 contact, you didn't follow-up, so she cycled back
 13 into the system and kept going, and somebody
 14 didn't follow-up and didn't -- you know.
 15 Q. When you have claimed a lead like that does
 16 MV Realty -- sorry. Does MV Realty follow-up with
 17 you, the agent, to remind you to fill out the
 18 information?
 19 A. No.
 20 Q. So if you claimed the lead and let it go for an
 21 hour and it gets recycled, you are not told?
 22 A. Correct.
 23 Q. Do you have personal knowledge if the transfer
 24 specialists were leaving ringless voicemails?
 25 A. I do not have personal knowledge. I can only tell

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1 you what different consumers have told me.
 2 Q. With the transfer specialist you spoke with, you
 3 testified that you talked to them in between some
 4 of the inbound calls; correct?
 5 A. Correct.
 6 Q. Did you speak to them outside of that arrangement
 7 at all?
 8 A. No.
 9 Q. Did the transfer specialists have access to your
 10 Slack channels?
 11 A. I don't know. I've never even thought about that.
 12 Q. Do you know if the transfer specialist ever
 13 attended any of the weekly meetings?
 14 A. No, I don't think so. I don't think so.
 15 Personally, if I can make just a personal opinion
 16 statement, I think they were out of the country.
 17 I think they were, you know, like in the
 18 Philippines. You know, you hear those call
 19 centers in the Philippines or someplace. I don't
 20 think a lot of them were in the United States.
 21 Q. Why do you think that?
 22 A. Accent. Their accent.
 23 Q. When you were talking to them when they were doing
 24 the transfer?
 25 A. Correct.

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1 Q. What type of accent did you recognize?
 2 A. It was more -- well, Spanish for sure. But if it
 3 was south Florida that's no big deal. But also a
 4 little hint of Filipino as well. From the
 5 Philippines.
 6 Q. Do you have experience with a Filipino accent?
 7 A. Yes.
 8 Q. How do you have experience with that?
 9 A. I have a VA, a virtual assistant that I've used.
 10 I think it was about three or four years ago I
 11 used a VA, and they were from the Philippines.
 12 Q. Did any Indiana residents tell you what was on
 13 these voicemails?
 14 A. Not really. Just that they were calling to, you
 15 know, promote the Homeowner Benefit Program, et
 16 cetera, and to call back, that type of thing.
 17 Q. Was there a difference between your inbound call
 18 script and your outbound call script?
 19 A. Well, yes. Outbound was cold. You know, a cold
 20 call basically. And the inbound, a lot of people
 21 had some information of what we were doing when
 22 they were calling back in. At least they had an
 23 idea. Not all of them were, what do you call it,
 24 transfer specialists. Some of them were just they
 25 left a message and then they called that number

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1 back.
 2 Q. Can you go to -- well, for me it would be page 22,
 3 but can you go to this one that looks like, "How
 4 can you afford to do this," is the title of the
 5 presentation?
 6 A. Yes.
 7 Q. The second line in -- well, the first line I guess
 8 besides the title says, "We are simply redirecting
 9 our marketing dollars."
 10 Did you ever have anybody on the phone ask
 11 you how MV Realty can afford to hand them cash?
 12 A. Yes.
 13 Q. And what was your response?
 14 A. Many did. Yes, basically the same thing, is that
 15 we are redirecting marketing dollars and basically
 16 trying to help people. That was my spiel.
 17 Q. What do you mean by trying to help people?
 18 A. People who typically need cash, they need it for a
 19 reason. So this is something that, quote, they
 20 don't have to pay back and they can get it pretty
 21 quickly, as long as they agree to let us list
 22 their house in the future. Now I'm on my sales
 23 kick.
 24 Q. That's okay. Do you know in fact if MV Realty was
 25 redirecting marketing dollars?

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1 A. I have no idea.
 2 Q. Did they tell you to say that you were redirecting
 3 marketing dollars?
 4 A. Yes. I mean, this is part of their program. Yes.
 5 Q. Did you at any time during this period of time
 6 mention that this was part of Covid relief, or had
 7 anything to do with Covid 19?
 8 A. Oh, no. Nobody.
 9 Q. Did MV Realty ever tell you to say that it had
 10 anything to do with Covid relief?
 11 A. No.
 12 Q. Did anybody on the phone that you spoke to through
 13 an inbound lead say that it had anything to do
 14 with Covid 19 relief?
 15 A. Not Covid 19 relief, but I had several people say
 16 there was some type of government program.
 17 Q. What do you mean by government program? What do
 18 you mean by that?
 19 A. I don't know what they really truly meant. I
 20 asked them to explain. You know, government
 21 program, no, that's not what this is about, but --
 22 and, oh, I thought it was a government program.
 23 Okay. Well, thank you.
 24 Q. Can we go two more pages, and at the top of the
 25 page it will say -- it reads, "This sounds like a

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1 scam."
 2 A. Yes.
 3 Q. How often did callers, these inbound callers, say
 4 that this sounds like a scam?
 5 A. Not all of them obviously, but many of them did
 6 say this sounds like a scam.
 7 Q. Was that the same thing with outbound callers?
 8 A. Yes.
 9 Q. What did you typically respond to when a call
 10 recipient said that?
 11 A. Typically I would respond that I thought the same
 12 thing too. But, you know, I explained my history
 13 to folks. You know, I've been around the business
 14 a long time, I did some investigation and I
 15 decided to join the company, which is in fact
 16 true. And I told them that I checked it out and
 17 this is in fact not a scam, but you do have to
 18 agree to let us list your home in the future to
 19 take advantage of it.
 20 Q. And at the time that you said that did you believe
 21 it was a scam?
 22 A. Did I believe it was a scam?
 23 Q. Yes.
 24 A. No, I really didn't believe this was a scam. I
 25 mean, they are getting something. Granted, it's

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1 not a lot, but they are getting something. And
 2 they may never list the home. I really -- I think
 3 I told you this --
 4 Q. Can you clarify who you were pointing at?
 5 A. Mr. Haller. Sorry. I apologize. When I first
 6 heard about this I thought it was a pretty cool
 7 thing. I mean, real estate hasn't seen any
 8 innovation in a long time. It really hasn't. Not
 9 in reality.
 10 But the only thing that I did not like about
 11 the program is the length, the 40 years. I
 12 thought that was a little much. But otherwise I
 13 thought in certain instances this was a decent
 14 program for the right person.
 15 Q. Why did you think that 40 years is a little much?
 16 A. Because you don't even have mortgages that are 40
 17 years. The mortgage term typically is 30 on an
 18 FHA.
 19 Q. You mentioned for certain people that this might
 20 be the right thing. So who is that right person?
 21 A. People who need some type of relief, whether
 22 they're short on cash -- you know, just people.
 23 People who need cash. They obviously reached out
 24 for some reason. You know, I made my sales pitch
 25 so you understand, but I honestly in the beginning

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1 did believe it was a pretty good program.
 2 Q. Do you believe that this would be the right
 3 program for somebody who isn't hard up for cash?
 4 A. No.
 5 Q. Why not?
 6 A. At this point I don't think it's a good deal for
 7 anyone.
 8 Q. Period?
 9 A. Period.
 10 Q. So sitting here today would you consider this a
 11 scam? Or I guess -- sorry. I'll strike that.
 12 Phrased differently, has your opinion changed on
 13 if this is a scam or not since it first started?
 14 A. It has changed. Yes.
 15 Q. What has changed about it?
 16 A. Because of the techniques that they were really --
 17 what I'm learning now that they were truly
 18 employing behind the scenes that we weren't aware
 19 of.
 20 Q. Which techniques?
 21 A. The robocalls, the various techniques to get
 22 people to call. And then I guess they were having
 23 very big trouble getting people refinanced because
 24 they were taking their dear sweet time in lifting
 25 the memorandums, and in some cases they wouldn't

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1 do it because they didn't have enough equity. So
 2 when I started hearing these things bells were
 3 going off saying wait a minute, this is not what
 4 they said in the beginning.
 5 MR. YEOMAN: That is all I have for this
 6 particular exhibit, Casey.
 7
 8 QUESTIONS BY MR. CASEY KLIPPEL:
 9 Q. So I'm going to walk through. You make a phone
 10 call and someone is interested in the program.
 11 Walk me through what the next steps are in between
 12 the time that they say that they are interested
 13 and the time that that document is recorded. Can
 14 you walk me through that proposes?
 15 A. So they are interested, so I tell them what I can
 16 give them. And then let's say they say yes. Then
 17 we submit everything through the CRM, because
 18 corporate has to approve them. So we submit all
 19 of that. Usually it takes, depending on a weekend
 20 or not, 24 to 48 hours to get either an approval
 21 or a denial.
 22 If they are approved, then we set up a day
 23 and time to meet with the notary at least. If I
 24 can attend, I would attend. And then we sign the
 25 documentation. Then the notary has to get back,

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1 scan those documents, upload them into the system.
 2 Somebody will quality control to make sure that
 3 all the i's are dotted, all the t's are crossed.
 4 Once they say yes, we're good to go, funding
 5 is initiated and the notary overnights that
 6 document back to Florida. Once it hits Florida I
 7 know it's signed by -- well, Amanda's signature is
 8 all over every document that I ever saw, so it
 9 would have to be either signed by her or an
 10 authorized signatory, and that will be recorded in
 11 the county once that's fully executed.
 12 Q. Do you believe that Amanda was signing every one
 13 of these documents?
 14 A. I don't know. I don't know, because I never
 15 looked at the signatures after the fact. Once
 16 they were recorded I don't have access to that
 17 data unless I went to the county and pulled the
 18 record myself.
 19 Q. Have you heard of anyone else signing on Amanda's
 20 behalf?
 21 A. No. No, I can't say that I have. But I know how
 22 a corporate office works, and I'm sure that
 23 somebody has.
 24 Q. If Amanda was out of the office how would the
 25 process change?

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1 A. I don't know. I really don't know. I wasn't
 2 privy to all that stuff.
 3 Q. When you initially submitted it to the CRM, who
 4 was approving that, who was making that initial
 5 approval?
 6 A. They had underwriters, and who those underwriters
 7 were -- unless there was some issue that they
 8 needed a little bit more information or they
 9 couldn't find -- they knew that a deed had been
 10 recorded but they couldn't find the actual deed --
 11 sometimes I actually had to go to the county and
 12 pull the deed if I could find it. Other than that
 13 I didn't know who those people were.
 14 Q. Did those underwriters work for MV Capital?
 15 A. Capital?
 16 Q. Or I'm sorry. MV Realty.
 17 A. Yes. Well, I don't know if they were freelancers
 18 or not. I don't know.
 19 Q. Did anyone at Monroe Capital ever have a say in
 20 the approval of these HBAs?
 21 A. I have no idea. And the only reason why I know
 22 that Monroe Capital was even involved was because
 23 they sent me that document to be their "backup
 24 broker" initially when they reached out to me. Or
 25 initially it was not to bring me on, it was

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1 because I was an independent broker and they
 2 wanted me to be their backup broker because that
 3 was a requirement. So that's the only way I even
 4 knew Monroe was even involved.
 5 Q. So that wasn't MV Realty reaching out to you, that
 6 was Monroe Capital?
 7 A. No, no. It was MV Realty, but the document -- I
 8 think I gave Mr. Haller the document that they
 9 gave me to look over to see if I wanted to be the
 10 backup broker, and Monroe Capital was listed in
 11 there as one of the people, or one of the
 12 companies involved to be investor.
 13 Q. Was there any other companies listed that you can
 14 remember?
 15 A. No.
 16 Q. Would you send the documents to the individuals
 17 that you're talking to before you met them
 18 in-person?
 19 A. There might have been some instances where I did
 20 not simply because the appointment was -- for
 21 example, let me give you an example. The
 22 appointment is at 5:00 p.m., and they didn't give
 23 me the approval until like 4:00. Do you
 24 understand? So I'm waiting for the approval to
 25 come in, and a lot of times I would send it, or

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1 possibly I didn't have time to send it, but that
 2 person just didn't have time to review it in
 3 advance.
 4 But I tried to send -- I always tried to
 5 schedule for the next day unless somebody was in a
 6 time crunch. So I would get the approval and then
 7 send it over, and then a lot of times they would
 8 look it over and have questions. And I tried to
 9 answer their questions before we ever meet so that
 10 if I was there it went quickly and smoothly, and
 11 if I wasn't there it still went quickly and
 12 smoothly.
 13 Q. What did MV Realty say about the real estate
 14 agents attending the appointments?
 15 A. They encouraged it when you could, but they
 16 realized that, you know, we were -- I sold some
 17 HBAs in like Fort Wayne, Evansville. I can't
 18 drive to all those. So, you know, yes, those were
 19 remote.
 20 Q. Did you ever have another real estate agent attend
 21 an appointment for a contract that you sold?
 22 A. Oh, no. No.
 23 Q. Were there real estate agents across the state
 24 that represented MV Realty?
 25 A. Yes.

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1 Q. How did you know that the individuals that you
 2 were calling were in the State of Indiana?
 3 A. Their address.
 4 Q. Did all leads have an address?
 5 A. Yes. Let me clarify. All outbound leads had an
 6 address via the CRM.
 7 Q. Did you ever run into a situation where an inbound
 8 lead was not in Indiana?
 9 A. Yes.
 10 Q. What did you do with those?
 11 A. I put it on Slack, this telephone number, this
 12 person. That happened primarily in the
 13 Louisville, Kentucky area along the border. They
 14 would have an 812 cell phone number, but they
 15 actually lived in Louisville, for example, or vice
 16 versa. You understand. So if they were in the
 17 wrong state we would put that information in Slack
 18 and say, hey, wrong place, Kentucky needs to
 19 handle it or Ohio needs to handle it or something
 20 like that. You understand.
 21 Q. So it was purely based on the area code?
 22 A. I don't know if it was purely based on the area
 23 code, but I think it was primarily based on the
 24 area code.
 25 Q. Did you ever have any inbound calls from a state

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1 other than Kentucky?
 2 A. There might have been one from Cincinnati. I
 3 think there was one from Cincinnati that I
 4 remember.
 5 Q. And approximately how many inbound calls do you
 6 think you answered?
 7 A. Not many. Maybe two or three a day.
 8 Q. And across what time span?
 9 A. From 9:00 a.m. to 6:00 p.m.
 10 Q. I mean how many months, how many days? Just
 11 approximate how many inbound calls you accepted.
 12 A. Oh, that's tough. I don't want to just throw an
 13 arbitrary number out there. I really don't know.
 14 I didn't take many. Even if it was two or three a
 15 day, just to keep the people happy, you're only
 16 talking ten to 15 a week. So, you know.
 17 Q. So these inbound calls, did you only pitch HBAs?
 18 A. Yes.
 19 Q. Were you ever instructed to pitch anything else?
 20 A. No.
 21 Q. Did any of those inbound calls turn into a typical
 22 real estate transaction?
 23 A. Not for me.
 24 Q. How many of those inbound calls do you think you
 25 sold HBAs to?

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1 A. If I was lucky, one a week. But I really was not
 2 interested in those inbound calls. I hated them.
 3 MR. YEOMAN: Sorry. One second.
 4
 5 QUESTIONS BY MR. JOSEPH YEOMAN:
 6 Q. To clarify, you did sell an HBA to an inbound
 7 call?
 8 A. I did.
 9
 10 QUESTIONS BY MR. CASEY KLIPPEL:
 11 Q. Did you ever receive incoming text messages?
 12 Inbound text messages.
 13 A. Oh, from MV Realty?
 14 Q. Correct.
 15 A. No.
 16 Q. It was only phone calls?
 17 A. Correct.
 18 Q. Did you ever receive inbound emails?
 19 A. No.
 20 Q. What other ways besides phone calls would you
 21 receive leads from MV Realty besides the CRM and
 22 your inbound calls?
 23 A. None. It was all phone calls.
 24 Q. So you are a licensed real estate agent?
 25 A. Yes.

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1 Q. You said you emailed the documents to them
 2 typically before you would meet with them;
 3 correct?
 4 A. Correct.
 5 Q. So MV Realty preferred that you were there, but
 6 they did not require it; correct?
 7 A. Correct. That's fair.
 8 Q. Did they allow any documents to be signed
 9 digitally?
 10 A. No.
 11 Q. It had to be in the presence of a notary?
 12 A. Correct. Wet ink.
 13 Q. Could they choose their notary? Could the
 14 individual person in the HBA choose their notary?
 15 A. No.
 16 Q. Were all of the notaries approved by MV Realty?
 17 A. They used a service. I think one of them was
 18 Superior Notary Service. And there was another
 19 one, and I cannot remember the name of it.
 20 They're a nationwide service.
 21 Q. Did Superior get a strong understanding of the
 22 HBAs as more transactions happened?
 23 A. Yes.
 24 Q. So it was the same notaries performing
 25 transactions over and over?

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1 A. The vast majority of them, yes, they were repeat
 2 notaries. But occasionally there would be new
 3 ones pop up that we had never spoken with before.
 4 Q. Where did you typically meet the people purchasing
 5 these HBAs?
 6 A. Coffee shops, fast food restaurants, at their home
 7 if they wanted it. You know, Covid was going on a
 8 lot of times. That was winding down, but
 9 sometimes people didn't want them in the home, so
 10 they would meet somewhere outside. But we would
 11 meet at the house as well.
 12 Q. Did they ever talk about where they heard about
 13 MV Realty?
 14 A. Oh, we know how they heard about it most of the
 15 time. It was either some type of advertisement
 16 that they clicked on and they brought to us, or we
 17 reached out to them.
 18 Q. Did MV Realty have you track any other additional
 19 ways that they might have heard about MV Realty?
 20 A. No.
 21 (A brief discussion was held off the record
 22 at this time.)
 23
 24 QUESTIONS BY MR. JOSEPH YEOMAN:
 25 Q. So we've skipped a couple of documents. So now it

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1 does say 12 on it, but we're going to put a 10 on
 2 the top. So we're now going to look at State's
 3 Exhibit Number 10. This is titled General Inbound
 4 Calls. Do you recognize this document?
 5 A. Not this particular one. But, yes, it's very
 6 comparable to others that I have seen.
 7 Q. And what is this document from your understanding?
 8 A. It looks like an inbound call script.
 9 Q. Is this something that MV Realty would have
 10 supplied to you?
 11 A. Yes.
 12 Q. Would you have used this script?
 13 A. Could you clarify?
 14 Q. When you were doing inbound calls did you have a
 15 script in front of you that you were using, or
 16 were you just doing them improve like?
 17 A. Well, I would have a basic script that I would go
 18 along with, but many times I deviated greatly from
 19 their script because it was crap.
 20 Q. What was "crap" about it?
 21 A. Just the way to interact with people. I didn't
 22 like some of the terms that they used. It didn't
 23 fit my personality, so I would make some minor
 24 changes. Generally the call would go as the
 25 script said, but I would add different verbiage to

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1 fit my personality.
 2 Q. We are going to go to the next exhibit. This will
 3 be 13, but we'll label it 11. This will be titled
 4 Exhibit 11, MV Realty Call Script Training. Wait
 5 a second.
 6 A. These are (inaudible).
 7 Q. What was that?
 8 A. No, I said these are great examples of some of the
 9 calls that I received, especially this first one.
 10 Q. And you're referring to Exhibit 10?
 11 A. Correct.
 12 Q. Can you please look at Exhibit 11 that was just
 13 handed to you?
 14 A. Yes.
 15 Q. Thank you so much. Are you familiar with this
 16 document? Feel free to look through it for a
 17 second.
 18 A. Yes, let me. Yes, this --
 19 Q. Have you seen this document before?
 20 A. Not this exact one.
 21 Q. Does this look like one of the standard
 22 presentations that MV Realty would have given?
 23 A. Yes, it does. A lot of it is similar, but it
 24 looks like some things have been changed. It's
 25 more what I would say updated.

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1 Q. Can we go to the second page at the bottom
 2 right-hand corner that is labeled 20.79?
 3 A. Yes.
 4 Q. At the top of it it says "Cold Calling. What is
 5 cold calling?"
 6 Did MV Realty say that you were not cold
 7 calling people? Did MV Realty ever use the word
 8 cold calling in any of their meetings?
 9 A. No, not in the ones that I attended.
 10 Q. Do you believe you were cold calling people?
 11 A. Absolutely.
 12 Q. Can we go to the next page, 20.80? This says,
 13 "Warm calling." Do you know what warm calling is?
 14 A. No.
 15 Q. Did MV Realty ever say warm calling?
 16 A. Let me back up. That term has been used in
 17 meetings. So, yes, I do understand what it
 18 actually is. But when it comes to MV Realty they
 19 did use the term warm calling. I've heard it
 20 used. But I never really paid that much
 21 attention, because most of the time we're doing
 22 cold calls or we've got inbounds coming in from
 23 somewhere.
 24 Q. It was not discussed earlier, but as part of the
 25 inbound call system were there ever any fake

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1 callers, people from corporate, for example, that
 2 were trying to test you?
 3 A. None that I'm aware of.
 4 Q. Were there any for outbound?
 5 A. I suspected that there may have been one one time,
 6 but nobody ever fessed up to it.
 7 Q. At any point in time did anybody reach out to you
 8 saying that they had done a test against you?
 9 A. No.
 10 Q. Can you go to page 20.84?
 11 A. Okay.
 12 Q. This is titled, "What to keep in mind when
 13 speaking with a homeowner," and the first check
 14 mark says, "Most homeowner have never heard of our
 15 HBP before." And HBP we had discussed would be
 16 the Homeowner Benefit program, or HBA.
 17 In your experience is it true that most
 18 homeowners had never heard of the HBAs before?
 19 A. That is correct, that most people didn't even know
 20 what it was.
 21 Q. And if that is the case, how did that inexperience
 22 or lack of knowledge manifest in the calls?
 23 A. Well, they would say that they had never heard of
 24 this before, and then I would explain further, you
 25 know, this is the program, this is how it works.

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1 Q. What was your standard pitch in that particular
 2 case?
 3 A. As far as if they had never heard of it before?
 4 Q. Correct.
 5 A. Oh, I would just give them the spiel. You know,
 6 here is the Homeowner Benefit Program, we pay cash
 7 up front for the opportunity to list your home in
 8 the future. And then go on from there of course.
 9 But that's kind of the opener. And then if they
 10 asked a question, then I would answer the question
 11 and we would just continue to go on until they
 12 didn't want to speak anymore or they wanted to go
 13 much further.
 14 Q. Can we go to the next page, 20.85?
 15 A. Yes.
 16 Q. At the top of it it says, "Perfecting your pitch."
 17 In the middle bottom square -- do you see that
 18 middle bottom square?
 19 A. Yes.
 20 Q. The first line says, "When dialing, it's a numbers
 21 game."
 22 Did MV Realty ever tell you that it was a
 23 numbers game in any of these weekly meetings?
 24 A. Yes.
 25 Q. What does it mean by it's a numbers game?

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1 A. Basically they meant the more you smile -- it's
 2 what we called smiling and dialing. The more you
 3 smile and dial the more you're going to make.
 4 Q. Who called it smiling and dialing?
 5 A. Oh, that would be Annie -- what is her name.
 6 Annie Lee had said that on different trainings,
 7 and Vega.
 8 Q. Last name Vega?
 9 A. Yes.
 10 Q. Why is it a numbers game?
 11 A. It's like anything else, if you make a thousand
 12 phone calls you're going to get somebody that may
 13 want to join the program. But that's any form of
 14 selling.
 15 Q. Can we go to page 20.93? At the top of the page
 16 it says "Educate!"
 17 A. Okay.
 18 Q. This is a list of items on here that it is being
 19 instructed to educate consumers on, or call
 20 recipients on. Can you read through the list
 21 really quickly?
 22 A. Yes.
 23 Q. Are there any terms on this list that MV Realty
 24 instructed you to avoid talking about?
 25 A. No, I will give them credit to say that they did

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1 want us to discuss things, but they wanted us to
 2 be a little more -- basically take the 40 year
 3 piece of it and kind of move that to the end of
 4 the list, if you understand what I'm saying. And
 5 yes, you need to mention it, but don't dwell on
 6 it.
 7 Q. Which of these eight terms did they instruct you
 8 to minimize in your conversation?
 9 A. The 40 years.
 10 Q. Is that the only one on this list?
 11 A. That's the only one that I remember.
 12 Q. Are there other things that were not on this list
 13 that they requested or instructed you to minimize?
 14 A. Not really.
 15 Q. Are there any topics that they instructed you not
 16 to talk about or to avoid?
 17 A. No, not really. They were pretty transparent with
 18 us. They wanted us to minimize the 40 year
 19 situation. They did want us to talk about it, but
 20 don't make a big deal out of it basically. But
 21 answer questions. They did say if they have
 22 questions, answer them.
 23 Q. What about the memorandum filing?
 24 A. I was never specifically told to keep that to a
 25 minimum, or minimize it, but I always told them.

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1 attorney might say that they told you to avoid?
 2 A. No, not really, other than the fact that they
 3 didn't really want us to send the HBA agreement in
 4 advance.
 5 Q. And to clarify, they instructed you not to send it
 6 in advance?
 7 A. Yes.
 8 Q. Did Joe instruct you not to send it in advance?
 9 A. Specifically him, I cannot say he did or did not.
 10 Q. Did Amanda instruct you not to send it in advance?
 11 A. No, I can't say Amanda. We really --
 12 Q. Did David Manchester instruct you not to send it
 13 in advance?
 14 A. Not that I'm aware of. It was mostly the training
 15 staff.
 16 Q. Was Joe on any calls where somebody instructed you
 17 not to say it in advance?
 18 A. That's an interesting question. I can't say with
 19 certainty.
 20 Q. Was Amanda on any calls where they told you not to
 21 send it in advance?
 22 A. No. I had very little interaction with Amanda.
 23 Q. Was David Manchester on any of the calls where
 24 they told you not to send it in advance?
 25 A. I even had less exposure to David Manchester than

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1 Q. Are there any items that they instructed you to do
 2 the opposite of minimize, to actually highlight?
 3 A. Cash. The cash up front. In other words,
 4 obviously they want to sell that. Really nothing
 5 else.
 6 Q. Did they instruct you to minimize the word lien,
 7 or avoid using the word lien?
 8 A. Absolutely they wanted us to not say the word
 9 lien. Use the word memoranda.
 10 Q. What about mortgage?
 11 A. Well, they said -- well, it's not a mortgage, so
 12 if somebody said, well, this is like a mortgage,
 13 it's not. And it really isn't.
 14 Q. So they told you to avoid saying the word
 15 mortgage?
 16 A. I wouldn't -- I can't say they specifically said
 17 the words stay away from that word, but it really
 18 is not, so logically it doesn't make sense. If
 19 somebody said to me this sounds like a mortgage --
 20 well, no, it's not a mortgage. That's just a
 21 natural sales thing, because it really isn't.
 22 Q. Are there any other real estate like words that
 23 they told you to avoid?
 24 A. Not that I can remember.
 25 Q. Are there any other legal like words that an

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1 I did to Amanda. So, no.
 2 Q. Can we go to page 20.110? The top of this reads,
 3 "You are not a telemarketer." I see that you are
 4 laughing. Why are you laughing about that? What
 5 about this line is funny?
 6 A. It is not true.
 7 Q. Why is it not true?
 8 A. Because that's what we were. We were basically
 9 telemarketers for this Homeowner Benefit Program.
 10 Q. Did MV Realty on any of those weekly calls tell
 11 you you were not a telemarketer?
 12 A. Absolutely.
 13 Q. How would they say that?
 14 A. Directly. Guys, you're not a telemarketer, you're
 15 selling a Homeowner Benefit Program, providing a
 16 service, blah, blah, blah. That type of thing.
 17 Q. Who would say that?
 18 A. I know Amanda had said that on the Monday calls
 19 that we were all part of. I know Joe has said
 20 something similar to that. Maybe not exactly, but
 21 the gist is basically the same. And of course all
 22 the trainers.
 23 Q. To go back to the discussions about whether you
 24 were instructed not to send the documents in
 25 advance, were those said on the Monday meetings?

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1 A. I can't say that they were said on the Monday
 2 meetings. I can only say that the training
 3 department is the ones who said that.
 4 Q. Do you know why they told you that you were not a
 5 telemarketer?
 6 A. Well, they're trying to convince us that we
 7 weren't. You're a licensed real estate agent,
 8 you're providing a service, you're going to list
 9 that property sometime in the future. That was
 10 the spiel that they were giving us. And in my
 11 mind I'm going B. S.; okay?
 12 Q. As follow-up to something that was discussed
 13 earlier generally about the sales calls, in your
 14 experience what typically would cause a sale to
 15 fail?
 16 A. You mean of the Homeowner Benefit Agreement?
 17 Q. Correct. Of the Homeowner Benefit Agreement.
 18 A. Basically for myself personally was they thought
 19 about the 40 year thing, the 40 year term, and
 20 they just didn't like that, they didn't want to
 21 leave that to their heirs to have to deal with,
 22 even though they liked it. You know, a lot of
 23 people were like I like it, but I'm not going to
 24 have my kids have to deal with this. You know,
 25 believe it or not, not many people complained

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1 about the three percent termination fee, because
 2 as long as they listed with us it didn't apply.
 3 Mostly it was the 40 year.
 4 Q. And was that the typical pain point for most of
 5 these call recipients?
 6 A. That, or they thought about it and said, well,
 7 that's really not enough money, can I get a little
 8 more. You know, we're offering, for example,
 9 \$500. Can you get me \$1,000. That type of thing.
 10 Q. And what was the answer in those cases?
 11 A. No.
 12 Q. Was there any negotiation on that amount of money?
 13 A. Typically no.
 14 Q. So the \$500 or whatever the number is, is a take
 15 it or leave it?
 16 A. Basically, yes.
 17
 18 QUESTIONS BY MR. CASEY KLIPPEL:
 19 Q. Did you get any complaints personally after the
 20 sale of an HBA?
 21 A. Myself personally, no.
 22 Q. Did you hear of any other complaints we haven't
 23 talked about today on the weekly calls that you
 24 had?
 25 A. I will say no right now. Maybe I'll think of

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1 something, but off the top of my head I'll say no.
 2 We discussed several scenarios that were on the
 3 calls. Like I said, the biggest thing was the --
 4 especially towards the end of my time there, was
 5 the issues with lifting the memorandum to do the
 6 refinance if they could do it, and then the people
 7 who could not refinance because they didn't have
 8 enough equity and they would not allow it, they
 9 would not lift it. So basically that is dead in
 10 the water because the finance company wouldn't do
 11 the deal unless they lifted the memorandum to do
 12 the deal and then put it back in place. So that's
 13 the biggest complaints towards the end that I
 14 heard, where they weren't being timely about it or
 15 they just wouldn't allow it.
 16 Q. After you sold an HBA to someone did they ever
 17 reach back out to you for any kind of real estate
 18 advice?
 19 A. Well, the person that is involved in this
 20 complaint reached out to me, and we did list that
 21 home, but he was not happy with everything. And
 22 of course at that particular time interest rates
 23 were jumping through the roof. People were -- it
 24 stopped. Basically it stopped real estate. I
 25 mean, don't get me wrong, there were a few things

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1 happening, but not much because people were
 2 panicked. That was when it just hit six percent.
 3 And these youngsters, they haven't seen anything
 4 high; okay? I remember my parents getting a 12
 5 percent mortgage and being ecstatic about it. So
 6 anyway, other than this particular person with the
 7 complaint, no, I hadn't really many clients that
 8 I'm aware of.
 9 Q. No one else reached out for real estate advice at
 10 all?
 11 A. Not really.
 12 Q. Have you ever heard about a Florida call center in
 13 relation to MV Realty?
 14 A. Well, that's what we kind of called it. We knew
 15 that there was some type of center down there, but
 16 we didn't know what it was.
 17 Q. Was it your understanding that there was a room
 18 full of people making phone calls there?
 19 A. We suspected it, but nobody ever confirmed it.
 20 Q. Did anyone ever use their personal email address
 21 at MV Realty?
 22 A. Not that I'm aware of. Most people used -- I
 23 mean, unless it was an accident. You know, you
 24 have an email program and you accidentally sent
 25 one on a personal email. But everybody used

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1 either Slack or their email. And Slack was
 2 preferred.
 3 Q. Was there any other software that MV Realty used
 4 besides that CRM Slack and the email?
 5 A. Not for us. Not that I can remember, anyway.
 6 Q. Any applications on your phone that they requested
 7 you download?
 8 A. No.
 9 Q. Were you ever asked to spoof a phone number in
 10 relation to MV Realty?
 11 A. No. No, I wouldn't have anyway. It didn't make a
 12 difference. But, no, they never asked me to do
 13 that.
 14 Q. Have you ever received a complaint of a spoofed
 15 phone number in relation to MV Realty?
 16 A. Not to me.
 17
 18 QUESTIONS BY MR. JOSEPH YEOMAN:
 19 Q. Do you know Antony Mitchell?
 20 A. I've heard his name. He's like at corporate I
 21 think or something.
 22 Q. Did he ever attend any of the weekly meetings?
 23 A. I honestly don't know. Did he attend? Most
 24 likely, but there was so many on those calls.
 25 Q. So one thing that I have never understood about

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1 the 40 year term is that part of the agreement is
 2 that MV Realty will agree to sell the house or be
 3 the real estate agent at some point in time in the
 4 future?
 5 A. Correct.
 6 Q. If I agreed to this agreement now, and in 39 years
 7 I want to sell my home, what happens if MV Realty
 8 is not around?
 9 A. That's a good question. I was explained that if
 10 MV Realty does not survive that they will have
 11 another company that would take over.
 12 Q. Who explained that to you?
 13 A. That was in the training department. Melinda
 14 and -- Vega. That time I remembered her first
 15 name. And Annie. But also Amanda said that on
 16 one of the calls I know, because somebody asked
 17 that question and she responded because she
 18 happened to be on that particular day's call.
 19 Q. Amanda Zachman; correct?
 20 A. Yes. That is correct.
 21 Q. You had mentioned earlier in this deposition that
 22 somebody was bundling these and selling them as
 23 securities; correct?
 24 A. That's what I was told.
 25 Q. Did anybody talk about what happens to somebody

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1 who wants to sell their house if their house had
 2 been bundled and sold as a security? Who is the
 3 real estate agent then?
 4 A. Well, if it's done like mortgage backed
 5 securities, which I don't know if it was or
 6 wasn't, you have a servicer, which I'm assuming
 7 would be Monroe, and it just gets sold like
 8 anything else involving real estate with a
 9 "security" attached or associated with it. It
 10 never really dawned on me to ask any further
 11 questions than that.
 12 Q. For these weekly meetings that you attended on
 13 Zoom, I know typically Zoom let's you know if the
 14 meeting is being recorded or not recorded.
 15 A. Yes.
 16 Q. Were these meetings ever recorded?
 17 A. All of them are recorded.
 18 Q. Did you have access to watch those later?
 19 A. No.
 20 Q. Zoom told you that this meeting was being
 21 recorded?
 22 A. Yes.
 23 Q. Every single one? Let me rephrase that. Every
 24 single one of the weekly meetings.
 25 A. Absolutely.

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1 Q. What about the trainings?
 2 A. Oh, the trainings were recorded. We could
 3 actually access some of them, not all of them, but
 4 some of them from time to time. I don't know
 5 exactly when and how and whatnot. I don't
 6 remember.
 7 Q. Just quickly I want to go through one more of
 8 these presentations. So this will be on ours
 9 Number 14, but now --
 10 MS. JONES: Exhibit 12. Yes.
 11 Q. So this will be State's Exhibit 12, titled
 12 MA Presentation - How To Achieve Success. Do you
 13 recognize this presentation?
 14 A. Maybe not this exact one, but this is very similar
 15 to the stuff I've seen.
 16 Q. Fair enough. Can we go to page 22.533, or in the
 17 middle I guess it says 530 in the middle. That's
 18 probably the easiest. It's the next page. At the
 19 top it says Ask For Referrals.
 20 A. Oh. Yes.
 21 Q. So what is the referral policy at MV Realty? Like
 22 did they train you to ask your customers to refer
 23 other customers?
 24 A. Yes. Usually they wanted us to wait until they
 25 were paid, all the paperwork was processed and

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1 paid. And then they suggested, which didn't make
 2 it mandatory obviously, but they suggested that
 3 once they were paid and everything settled, to
 4 pick up the phone and ask them, hey, if you're
 5 happy with the process could you refer a friend or
 6 something.
 7 Q. Did you do that?
 8 A. Occasionally.
 9 Q. Was it a successful process?
 10 A. Every now and then.
 11 (A brief discussion was held off the record
 12 at this time.)
 13
 14 Q. Did you get any referrals from your customers?
 15 A. A couple.
 16 Q. And did you ever sign any HBAs based off of those
 17 referrals?
 18 A. I did not.
 19 Q. Can you turn to the next page? 531. This says,
 20 "What will it take for me to succeed as an HBA
 21 agent?"
 22 A. Yes.
 23 Q. And this has the different KPIs, or the minimum
 24 required.
 25 Is this typically again what MV Realty would

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1 have instructed you on, or I guess presented to
 2 you?
 3 A. Yes, this is the requirement. 30 CRM leads
 4 claimed per day, and then eight inbound calls
 5 answered per day.
 6 Q. Can you go to the next page? 532. At the top of
 7 it it reads, "How many calls are my successful
 8 teammates making a week?"
 9 In your weekly meetings or training sessions
 10 did they go through about what the most successful
 11 sales people at MV Realty were doing?
 12 A. They did. That was every Monday. They would list
 13 who did the most that week, and then anybody who
 14 got four of them or above, they were mentioned by
 15 name, and then they would obviously wind up at the
 16 top.
 17 Q. Or above on what?
 18 A. On the Homeowner Benefit deals executed during
 19 that previous week.
 20 Q. Were you ever shouted out during one of these
 21 meetings?
 22 A. Two or three times.
 23 Q. Typically in that section of time when they were
 24 doing these shout outs how many people were
 25 getting shouted out on average?

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1 A. Oh, lord. A lot. I could not give you an exact
 2 or even an approximate.
 3 Q. Did they ever recognize any real estate agents who
 4 had sold a home?
 5 A. No.
 6 Q. Did they go through during these training sessions
 7 how many calls that the successful agents had
 8 attempted?
 9 A. No, they really never talked about the number of
 10 calls.
 11 Q. Did MV Realty give you specific times you could
 12 and could not call people?
 13 A. They did tell us -- you know, it's based on time
 14 selling obviously -- no calls before 8:30 a.m.,
 15 and no calls after 7:00 p.m. That's what they
 16 told us.
 17 Q. Did they say why?
 18 A. Well, they didn't -- maybe they did, but it just
 19 made common sense.
 20 Q. What would happen if a customer asked you, a
 21 potential customer asked you to call me at
 22 9:00 p.m.?
 23 A. Oh, I would give them a call if I was available,
 24 but usually my phone goes on do not disturb at
 25 8:00 p.m.

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1 Q. Can you go to page 535? It has "Uber" written in
 2 the middle of the presentation.
 3 A. Yes.
 4 Q. In this particular slide it mentions that you --
 5 I'll read this line first. "You are now part of a
 6 company that is considered a disrupter in our
 7 industry."
 8 Did MV Realty ever use the word disrupter in
 9 any of your weekly meetings?
 10 A. I think I've heard that term mentioned a couple of
 11 times.
 12 Q. Did MV Realty ever use phrases like we're on the
 13 cutting edge?
 14 A. I think Melinda Vega had said that several times.
 15 That was some things she said, we're cutting edge,
 16 we are on the -- what do you call it, the
 17 innovative thing. I forget the term she used.
 18 But anyway, yes.
 19 Q. And what did you take disrupter to mean?
 20 A. That this program was disrupting the real estate
 21 industry. And I think I indicated that earlier
 22 when we first started discussing this, that real
 23 estate has not had anything really super new in a
 24 long time.
 25 Q. Yes.

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1 A. I thought it was pretty innovative that they came
 2 up with this to get business in the future, it's
 3 great, you know.
 4 Q. So as part of this you had mentioned you made
 5 roughly 50 HBA sales with MV Realty. Were you
 6 only working at MV Realty?
 7 A. Correct.
 8 Q. Were you making any income from any other sources?
 9 A. No, I hadn't started the part-time job until after
 10 I left there.
 11 Q. Were you selling homes on your own?
 12 A. Oh, God, no. No.
 13 Q. So full-time you were doing MV Realty?
 14 A. Yes.
 15 Q. So as a W-2 employee how much do you estimate you
 16 made in income from MV Realty total?
 17 A. Over the course of that, maybe 30. 25, 30.
 18 Q. Okay.
 19 A. Thousand. I'm sorry. Thousand.
 20 MR. YEOMAN: I think at this time we're going
 21 to take a quick break and go off the record for a
 22 minute, and then we'll follow-up with just a few
 23 more questions and I think we'll be done.
 24 (A brief recess was taken at this time.)
 25

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1 QUESTIONS BY MR. JOSEPH YEOMAN: (Resumed)
 2 Q. So tell me about Rex Direct. R-e-x D-i-r-e-c-t.
 3 A. It is a list of telephone numbers that we were
 4 given for inbound phone calls. All of the numbers
 5 that were listed for us are 866 numbers. The
 6 prefix.
 7 Q. And is that the number you would see on your
 8 caller ID coming in?
 9 A. That is correct.
 10 Q. Do you believe that's a third party company that
 11 they hired to handle those inbound calls?
 12 A. Yes, I do believe so, but I don't know if it's an
 13 actual company or if it's just a provider of the
 14 telephone numbers. That's just what they had
 15 listed on the call sheet.
 16 Q. Did you ever get a call from a phone number
 17 outside of those Rex Direct phone numbers?
 18 A. Oh, there is a bunch. Yes.
 19 Q. Did you ever notice that calls from Rex Direct
 20 would be more confused about where the call came
 21 from than other calls?
 22 A. Yes. The Rex Direct's telephone numbers, they had
 23 no clue why they were being transferred to me.
 24 And a couple of others. I'm sorry. One moment.
 25 We had something called Push One. Now, that is

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1 just a term I'm sure internally they used. And
 2 these were mostly 833 numbers. Prefix obviously.
 3 Those are toll-free I think.
 4 Q. Would callers from that Push One also be confused
 5 about where they got the phone calls from?
 6 A. If I'm not mistaken -- I don't want to say for
 7 sure. What I recall is that the Push One numbers,
 8 they had received some type of information like a
 9 voicemail, or, you know, something along those
 10 lines, and they were calling back. If you need a
 11 list of those numbers I'll be happy to give them
 12 to you.
 13 Q. Can you think of any other company names that they
 14 might have given you in relation to phone calls?
 15 A. No.
 16 Q. Let's quickly go back. Your understanding of the
 17 Florida call center, was that part of
 18 headquarters, or --
 19 A. I honestly don't know. Nobody -- we all knew that
 20 there was some type of call center down there, but
 21 did we know? You understand. Physically were we
 22 there, did we see it physically, no, we never did.
 23 But we knew that there was one there.
 24 Q. Was it your understanding that it was part of the
 25 corporate headquarters, or is that a separate

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1 operation?
 2 A. Well, it would -- I don't know. In my opinion
 3 they would be really stupid to put it within the
 4 confines of their own office.
 5 Q. Why is that?
 6 A. Because you don't do that. Knowing now what I
 7 know, if they were doing that and they put it
 8 within their main office, they would be stupid.
 9 Q. So what other like water cooler talk have you
 10 heard about the Florida call center?
 11 A. Not really much. Just the fact that it existed
 12 and they were, you know, sending out calls and
 13 things like that, and Google ads, Facebook ads.
 14 Basically the way I interpreted it towards the end
 15 was they just wanted somebody to click, click on
 16 it or answer the call, and then they could funnel
 17 us in.
 18 As I said, there was one particular day --
 19 because I had actually just turned off the ringer.
 20 It was ringing so much that day. And they were
 21 coming from all different telephone numbers; okay?
 22 Whenever I turned off the ringer I let it sit for
 23 hours. And when I went back to it I had 400 plus
 24 missed calls. 400 of them. And we're not talking
 25 eight hours, we're talking maybe three or four.

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1 Q. Did you ever visit MV Realty's headquarters?
 2 A. I drove by it once when I was in Fort Lauderdale,
 3 but I never went inside.
 4 Q. Do you have a record of the 400 calls that you
 5 received in one day?
 6 A. Oh, no.
 7 Q. Do you have the same cell phone provider that you
 8 had at the time of your working at MV Realty?
 9 A. I do.
 10 Q. And what cell phone provider is that?
 11 A. Verizon.
 12 Q. Verizon. And for the record, what is your
 13 personal cell phone number?
 14 A. [REDACTED]
 15 Q. And is that the same phone number as when you were
 16 working at MV Realty?
 17 A. Yes.
 18 Q. Have you personally met any of the executives of
 19 MV Realty?
 20 A. No.
 21
 22 QUESTIONS BY MR. CHASE M. HALLER:
 23 Q. So I'm going to change gears a little bit here.
 24 I'm going to hand you what is marked as State's
 25 Exhibit 13. If you could identify that document

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1 for the record, please.
 2 A. This Backup Servicing Agreement was sent to me. I
 3 was solicited by -- and that time, this was prior
 4 to working for MV Realty, I did speak with Amanda
 5 Zachman on the telephone for about four to five
 6 minutes explaining what this was, and what she was
 7 needing from me. And that was an alternate
 8 independent broker, broker of record I should say,
 9 in the event that their company would fail in this
 10 state, and then I would get lists of records and I
 11 would maintain those, and then I would get those
 12 if that company failed. And this was the
 13 agreement for that.
 14 Q. So just to clarify, it lists at the top MV
 15 Receivables II, LLC, a Florida limited liability
 16 company, MV Realty PBC, LLC, a Florida limited
 17 liability company, and then it mentions a backup
 18 servicer as one of the roles in the contract.
 19 So your understanding was that they were
 20 effectively seeking a backup servicer who would be
 21 subject to this contract; is that right?
 22 A. That is correct.
 23 Q. So it was provided to you as sort of an
 24 explanation of what your duties would be if you
 25 accepted that position?

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1 A. That is correct.
 2 Q. And you ultimately did not pursue this position;
 3 is that correct?
 4 A. That is correct.
 5 Q. Earlier I believe you testified about Monroe
 6 Capital, and when we asked for the source of where
 7 you heard of them you mentioned this document as
 8 one of the documents that mentioned them; is that
 9 correct?
 10 A. That is correct.
 11 Q. And so if you look at the paragraph under Article
 12 1, Backup Servicing, Sub-heading A, in that first
 13 sentence it says, about halfway through the
 14 sentence, "After receipt of notice from Monroe
 15 that the original servicer has resigned or been
 16 removed or terminated," et cetera, et cetera. Do
 17 you see that?
 18 A. Yes, I see that.
 19 Q. So is it your understanding that Monroe Capital
 20 was one of the parties to this agreement?
 21 A. A party to this particular agreement?
 22 Q. Right.
 23 A. Well, they would -- yes. I have to say yes.
 24 Q. And you never signed or returned this document to
 25 them, you just received it; correct?

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1 A. That is correct.
 2 Q. Had you heard previously of the company
 3 MV Receivables II, LLC?
 4 A. No, I have never heard of it except in this
 5 particular document. But you have to understand
 6 that this was a one shot deal. She said hey, this
 7 is what I need, and I said no, I'm not interested,
 8 not for \$500, are you crazy, I don't need that.
 9 And that was that.
 10 And then I investigated the company at that
 11 point, but I wasn't investigating the receivables,
 12 I was investigating MV Realty. So that would have
 13 been the only time I knew about that.
 14 Q. So the only thing that was really discussed was
 15 the role and the compensation?
 16 A. Correct.
 17 Q. And then when you look at the signature page of
 18 this document it lists Antony Mitchell on the
 19 signature line as the president of MV Receivables
 20 II, LLC.
 21 Do you have any reason to dispute or contest
 22 that Antony Mitchell is the president of that
 23 company?
 24 A. No, I have no reason.
 25 Q. And then it also lists Antony Mitchell as CEO of

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1 MV Realty PBC, LLC as original servicer.
 2 Do you have any reason to doubt that
 3 Mr. Mitchell holds that position with MV Realty
 4 PBC?
 5 A. He did at that time I'm sure. Because the PBC,
 6 the MV Realty PBC, LLC, from my understanding
 7 that's where all the homeowner benefits, monies
 8 and everything was run out of, that it all
 9 originated out of there. That's my understanding.
 10 And then it filtered out to the state LLCs or
 11 whatever.
 12 Q. So to your understanding of the corporate
 13 structure, in other words, I want to make sure I
 14 understand you, is that that MV Realty PBC, LLC is
 15 sort of the parent company of these affiliated
 16 organizations?
 17 A. Correct. That was our understanding.
 18 Q. Did they describe it that way to you, the
 19 executives?
 20 A. Not specifically.
 21 Q. That was your understanding in practice I guess
 22 then?
 23 A. Pretty much. All the documents had PBC, LLC on
 24 it.
 25 Q. And your understanding of the role of this person

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1 was basically just safekeeping of the Homeowner
 2 Benefit Agreements to that assigned jurisdiction,
 3 and then also to monitor and enforce what were
 4 determined to be violations of the agreement; is
 5 that right?
 6 A. Yes. That this would kick in in the event that
 7 they were no longer a viable company, that would
 8 be my duties and responsibilities. I was just
 9 needed to maintain the list until that were to
 10 happen, or not happen, for that matter.
 11 MR. HALLER: Okay. Nothing further.
 12 MR. YEOMAN: I only have one question.
 13
 14 QUESTIONS BY MR. JOSEPH YEOMAN:
 15 Q. Is there anything today you were hoping to discuss
 16 that we did not discuss?
 17 A. No. I think we've covered everything.
 18 MR. YEOMAN: Thank you.
 19
 20 QUESTIONS BY MR. CASEY KLIPPEL:
 21 Q. A couple of last things. Do you have an
 22 approximate date for the day you got those 400
 23 calls?
 24 A. It was either August or September of 2022.
 25 Q. Okay. Do you believe that the outbound calls that

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1 MV Realty was making were deceptive?
 2 A. My calls were not deceptive, I will tell you that.
 3 But in general, looking back on it all now based
 4 on what I think I know, I think we were doing a
 5 disservice. We should not have been doing this.
 6 Q. Do you believe that the inbound calls that
 7 MV Realty was making were deceptive?
 8 A. The inbound calls?
 9 Q. That MV Realty was receiving were deceptive?
 10 A. Absolutely.
 11 Q. Do you believe that texts sent from MV Realty were
 12 deceptive?
 13 A. I don't know that they actually sent actual texts.
 14 I can't say they did. I know they made calls. I
 15 can't say they made texts.
 16 Q. Do you believe that the marketing that MV Realty
 17 had was deceptive?
 18 A. Based on what I know now, yes.
 19 Q. Do you believe that the general telemarketing that
 20 MV Realty performed was deceptive?
 21 A. I do.
 22 MR. KLIPPEL: Do you have anything else?
 23 MR. YEOMAN: No.
 24 MR. HALLER: I think we're done.
 25 MR. KLIPPEL: Perfect. We'll go off the

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1 record.
 2 (A brief discussion was held off the record
 3 at this time.)
 4
 5 MR. HALLER: Do you want a copy of the
 6 transcript to review to certify --
 7 THE WITNESS: I want to make sure I didn't
 8 say -- it's easier in hindsight to look at it and
 9 say I misspoke here or something, but -- yes.
 10 MR. HALLER: So the court reporter will
 11 prepare a transcript, and will send it to your
 12 address for you to review, determine if there is
 13 any discrepancies or things you maybe misheard or
 14 want to correct on the record, and then you will
 15 sign and certify that that's your true and correct
 16 testimony. Do you understand and agree?
 17 THE WITNESS: I do.
 18 MR. HALLER: Okay. So the court reporter
 19 will get your address for that, and then your
 20 testimony will be concluded.
 21 THE WITNESS: Thank you.
 22
 23 _____
 24 TODD W. SCHNEIDER

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STATE OF INDIANA)
)
COUNTY OF MARION)

I, Russell J. Scheiner, RPR, CSR, and a Notary public in and for said county and state, do hereby certify that the deponent herein was by me first duly sworn to tell the truth, the whole truth and nothing but the truth in the aforementioned matter;

That the foregoing deposition was taken on behalf of the Indiana Attorney General; that said deposition was taken at the time and place heretofore mentioned between the hours of 8:00 a.m. and 6:00 p.m.;

That said deposition was taken down in stenograph notes and afterwards reduced to typewriting under my direction; and that the typewritten transcript is a true record of the testimony given by said deponent, and thereafter presented to said witness for signature; that this certificate does not purport to acknowledge or verify the signature hereto of the deponent.

I do further certify that I am a disinterested person in this cause of action; that I

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am not a relative of the attorneys for any of the parties.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____, 2023.

RUSSELL J. SCHEINER, RPR, CSR, Notary Public

My commission expires:
October 29, 2024

Commission No.
NP0690325

Job No. 0317HALL

Russell J. Scheiner, RPR, CSR

Email:

Tel:

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The Deposition Upon Oral Examination of: TODD W. SCHNEIDER, taken on 3/17/23.

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The Deposition Upon Oral Examination of: TODD W. SCHNEIDER, taken on 3/17/23.

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