

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No: 07-CV-02722-WDM-CBS

JAMES HILL and CONSTANCE HILL,
JAMES McWILLIAMS and ANGELA McWILLIAMS,
DEREK STOKES and HEATHER STOKES,
JAMES STOKES and DEBORAH STOKES,
BRENDON HILL and EMILY HILL,
DENNIS HILL, and HAROLD R. SIMMONS,

Plaintiffs,

v.

DONALD POPE, a Colorado resident,
CHARLES S. RILEY, a Colorado resident,
PAUL T. PFEIFER, a Colorado resident,
CHARLES R. SWIGART, a Colorado resident,
TANYA POPE, a Colorado resident,
LINDA RIGHTMER, a Colorado resident,
RON ACKERMAN, a Colorado resident,
CAROL SUE POPE, a Colorado resident,
ACT INVESTMENTS, INC., a Colorado corporation,
MASTIFF FINANCIAL GROUP, LLC, d/b/a MASTIFF HOME LOANS, a Colorado limited liability company,
1117 FLOWER CIRCLE TRUST, a Colorado trust,
7751 WEST OTTAWA PLACE TRUST, a Colorado trust,
8071 S. HOLLAND COURT TRUST, a Colorado trust,
AMERICAN EQUITY SOLUTIONS, LLC, a Colorado limited liability company,
AMERICA'S WHOLESALE LENDERS, INC., a foreign corporation,
BNC MORTGAGE, LLC, a Delaware limited liability company, f/k/a BNC MORTGAGE, INC.
COUNTRYWIDE HOME LOANS, INC., a New York corporation,
COWBOY REAL ESTATE, LLC, a Colorado limited liability company,
EAGLE'S NEST REAL ESTATE, LLC, a Colorado limited liability company,
ENTRUST MORTGAGE, INC., a Colorado corporation,
FIELDSTONE MORTGAGE COMPANY, a Maryland corporation,
GMAC MORTGAGE GROUP, INC., an Iowa corporation,
GREENPOINT MORTGAGE FUNDING, INC., a New York corporation,
HOME FUTURE FINANCIAL, LLC, a Colorado limited liability company,
HOMECOMINGS FINANCIAL, LLC, a Delaware limited liability company, f/k/a
HOMECOMINGS FINANCIAL NETWORK, INC.,

LEGACY TITLE & ESCROW, INC., a Colorado corporation,
METRO DENVER TITLE LLC, a Colorado limited liability company,
NEW LINE MORTGAGE, a foreign limited liability corporation,
OPTION ONE MORTGAGE CORP., a California corporation,
REPUBLIC MORTGAGE HOME LOANS, LLC, a Utah limited liability company,
SEBRING CAPITAL PARTNERS L.P., a Delaware limited partnership,
SECURITY NATIONAL MORTGAGE COMPANY, a Utah corporation,
SILVER STATE FINANCIAL SERVICES, INC., a Nevada corporation,
SOUTHSTAR FUNDING, LLC, a Georgia limited liability company,
STEARNS LENDING, INC., a California corporation,
TITLE COMPANY OF DENVER, INC., a Colorado corporation,
WILLIAMS TITLE GUARANTY AND ESCROW AGENCY, LTD., a Colorado corporation,
All unknown persons who claim any interest in the subject matter of this action,

Defendants.

FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, by and through their undersigned counsel, file this First Amended Complaint and Demand for Jury Trial against Defendants, and state as follows:

PARTIES

1. Plaintiffs, James and Constance Hill (“J. Hill” and “C. Hill”, respectively), are residents of the State of Colorado.

2. Plaintiffs, James and Angela McWilliams (“J. McWilliams” and “A. McWilliams”, respectively), are residents of the State of Colorado.

3. Plaintiffs, Derek and Heather Stokes (“DK. Stokes” and “H. Stokes”, respectively), are residents of the State of California.

4. Plaintiffs, James and Deborah Stokes (“J. Stokes” and “DH. Stokes”, respectively), are residents of the State of California.

5. Plaintiffs, Brendon and Emily Hill (“B. Hill” and “E. Hill”, respectively), are residents of the State of Colorado.

6. Plaintiff, Dennis Hill (“D. Hill”), is a resident of the State of Idaho.

7. Plaintiff, Harold R. Simmons (“Simmons”), is a resident of the State of Idaho.

8. The Plaintiffs are members of a group of extended family and family friends who were all deceived into the involvement of a disastrous and fraudulent real estate investment scheme detailed below.

9. Defendant Donald Pope (“D. Pope”) is a resident of the State of Colorado and an owner of ACT Investments, Inc. At all times relevant hereto, D. Pope was acting individually and as an agent of ACT Investments, Inc.

10. Defendant Option One Mortgage Corporation (“Option One” or “Originating Lender”) is a California corporation doing business in the State of Colorado.

11. Defendant Entrust Mortgage, Inc. (“Entrust” or “Originating Lender”) is a Colorado corporation doing business in the State of Colorado.

12. Defendant Tanya Pope (“T. Pope”) is a resident of the State of Colorado, the wife of D. Pope, and an owner of ACT Investments, Inc. At all times relevant hereto, T. Pope was acting individually and as an agent of ACT Investments, Inc.

13. Defendant Carol Sue Pope (“C. Pope”) is a resident of the State of Colorado.

14. Defendant Linda Rightmer (“Rightmer”) is a resident of the State of Colorado, the mother-in-law of D. Pope, and an owner of ACT Investments, Inc. At all

times relevant hereto, Rightmer was acting individually and as an agent of ACT Investments, Inc.

15. Defendant ACT Investments, Inc. ("ACT"), is a Colorado corporation doing business in the State of Colorado. At all times relevant hereto, ACT was the alter ego of D. Pope, T. Pope and Rightmer, and was under-capitalized, under-insured, and used to perpetrate a fraud on the Plaintiffs.

16. Defendant Charles R. Swigart ("Swigart") is a resident of the State of Colorado and, at all times material hereto, acted as the mortgage loan broker for all of the loans that form the subject of this Complaint, which are identified on the schedule attached hereto as **Exhibit "A"**. At all times material hereto, Swigart was acting individually, and as a representative of Mastiff Financial Group, LLC, or as an agent of the Originating Lenders.

17. Defendant Paul Pfeifer ("Pfeifer") is a resident of the State of Colorado and, at all times material hereto, along with Swigart, acted as the mortgage loan broker for all of the loans that form the subject of this Complaint. At all times material hereto, Pfeifer was acting individually, and as a representative of Mastiff Financial Group, LLC, or as an agent of the Originating Lenders.

18. Defendant, Mastiff Financial Group, LLC d/b/a Mastiff Home Loans ("Mastiff"), is a Colorado limited liability company and, at all relevant times herein, was the alter ego of Swigart and Pfeifer and, at all times material hereto, was used to perpetrate a fraud on the Plaintiffs. Further, at all times material hereto, Mastiff was acting as agent for the Originating Lenders.

19. Defendant Charles S. Riley (“Riley”) is a resident of the State of Colorado.

20. Defendant Ron Ackerman (“Ackerman”) is a resident of the State of Colorado and, at all times material hereto, acted as the appraiser regarding the purchase and financing of the real properties which form the subject of this lawsuit.

21. Defendant Williams Title Guaranty and Escrow Agency, Ltd. (“Williams Title”) is a Colorado corporation and, at all times material hereto, provided title insurance, escrow and closing services for the closings of the loans which form the subject of this lawsuit.

22. Defendant Legacy Title & Escrow, Inc. (“Legacy Title”) is a Colorado corporation and, at all times material hereto, provided title insurance, escrow and closing services for the closings of the loans which form the subject of this lawsuit.

23. Defendant American Equity Solutions, LLC (“American Equity”) is a Colorado limited liability company.

24. Defendant Eagle’s Nest Real Estate, LLC (“Eagle’s Nest”) is a Colorado limited liability company.

25. Defendant Cowboy Real Estate, LLC (“Cowboy”) is a Colorado limited liability company.

26. Defendant Stearns Lending, Inc. (“Stearns” or “Originating Lender”) is a California corporation doing business in the State of Colorado.

27. Defendant Greenpoint Mortgage Funding, Inc. (“Greenpoint” or “Originating Lender”) is a New York corporation doing business in the State of Colorado.

28. Defendant New Line Mortgage (“New Line” or “Originating Lender”) is a foreign limited liability company doing business in the State of Colorado as Republic Mortgage Home Loans, LLC.

29. Defendant Title Company of Denver, Inc. (“Title Company of Denver”) is a Colorado corporation and, at all times material hereto, provided title insurance, escrow and closing services for the closings of the loans which form the subject of this lawsuit.

30. Defendant Silver State Financial Services, Inc. (“Silver State” or “Originating Lender”) is a Nevada corporation doing business in the State of Colorado.

31. Defendant Security National Mortgage Company (“Security National” or “Originating Lender”) is a Utah corporation doing business in the State of Colorado.

32. Defendant Countrywide Home Loans, Inc., (“Countrywide” or “Originating Lender”) is a New York corporation doing business in the State of Colorado as America’s Wholesale Lender, Inc.

33. Defendant Republic Mortgage Home Loans, LLC (“Republic” or “Originating Lender”) is a Utah limited liability company doing business in the State of Colorado as New Line Mortgage.

34. Defendant Homecomings Financial, LLC (“Homecomings” or “Originating Lender”) is a Delaware limited liability company doing business in the State of Colorado.

35. Defendant BNC Mortgage, LLC (“BNC” or “Originating Lender”) is a Delaware limited liability company doing business in the State of Colorado.

36. Defendant Southstar Funding, LLC (“Southstar” or “Originating Lender”) is a Delaware limited liability company doing business in the State of Colorado.

37. Defendant Fieldstone Mortgage Company (“Fieldstone” or “Originating Lender”) is a Maryland corporation doing business in the State of Colorado.

38. Defendant Metro Denver Title, LLC (“Metro Denver Title”) is a Colorado limited liability company and, at all times material hereto, provided title insurance, escrow and closing services for the closings of the loans which form the subject of this lawsuit.

39. Defendant Sebring Capital Partners, L.P. (“Sebring” or “Originating Lender”) is a Delaware limited partnership doing business in the State of Colorado.

40. Defendant America’s Wholesale Lender, Inc. (“America’s Wholesale” or “Originating Lender”) is a foreign corporation doing business in the State of Colorado as Countrywide Home Loan, Inc.

41. Defendant Home Future Financial, LLC (“Home Future”) is a Colorado limited liability company.

42. Defendant 1117 Flower Circle Trust is a trust organized and existing under the laws of the State of Colorado and has one or more members that are citizens of the State of Colorado.

43. Defendant 8071 S. Holland Court Trust is a trust organized and existing under the laws of the State of Colorado and has one or more members that are citizens of the State of Colorado.

44. Defendant 7751 West Ottawa Place Trust is a trust organized and existing under the laws of the State of Colorado and has one or more members that are citizens of the State of Colorado.

JURISDICTION AND VENUE

45. This Court has personal jurisdiction over the parties because they are either residents of the State of Colorado or doing business in the State of Colorado. In addition, the real properties which form the subject of this litigation are all located in the State of Colorado, and all of the real property loans which form the subject of this litigation were all made in the State of Colorado. Finally, the Defendants herein have committed tortious acts within the State of Colorado.

46. This Court has subject matter jurisdiction based on claims raised under 12 USCA § 2601 et seq., 15 USCA § 1601 et. seq., 15 USCA § 1640(e), and 18 USCA § 1964; and thus, federal question jurisdiction under 28 USCA § 1331. Pendent jurisdiction over the state law claims exists under 28 USCA § 1367(a) and (b).

47. Venue is proper in this District because, under 28 USCA § 1391(b), a substantial part of the events or omissions giving rise to the claims herein occurred within this District or a substantial part of the real property which forms the subject of this action is situated in this District.

FACTS

I. THE INVESTMENT MODEL SCHEME

48. D. Pope presented and implemented his investment model to the Plaintiffs collectively, by telephone and through a written description by mail, from approximately November, 2005 through April, 2007, as a way to acquire significant real estate in the Denver area, requiring only the credit of each individual Plaintiff and at no time requiring any financial contribution or property management effort from each Plaintiff.

49. D. Pope and T. Pope represented to each Plaintiff, by telephone, mail, or electronic mail that D. Pope and T. Pope would handle all aspects of the transactions, including locating the properties, procuring the financing, managing and maintaining the properties, and finally, selling the properties, and that the Plaintiffs would only have to allow their names and credit to be used.

50. D. Pope and T. Pope represented to each Plaintiff, by telephone, mail, or electronic mail that the expenses associated with the acquired real properties would be entirely covered by lease payments from tenants who would be placed in the real properties by D. Pope and/or ACT. These lease payments were represented by D. Pope to be secured in that D. Pope would personally make up any shortfalls if the real property expenses exceeded the revenues to be received from the tenants. Finally, D. Pope represented to each Plaintiff, by telephone, mail, or electronic mail that the real properties acquired would be well under market value and would eventually be sold to the tenants at a profit.

51. Finally, D. Pope and T. Pope represented to each of the Plaintiffs, by telephone, mail, or electronic mail that, in the event of a vacancy of the acquired real properties, D. Pope would be responsible for any expenses associated with the ownership and maintenance of the acquired real properties by drawing on funds received as initial down payments from lease option tenants which would be segregated into a separate bank account for each property.

52. In fact, D. Pope took some of the Plaintiffs to a property recently purchased by Plaintiffs where D. Pope had hired contractors to make improvements to

the property, including new flooring and new appliances. D. Pope indicated to Plaintiffs that this was typical of the high quality of work D. Pope put into each property, making it appealing to tenants, and therefore, easy to rent. However, upon information and belief, the property exhibited was the only property to which D. Pope made such improvements.

53. D. Pope explained to the Plaintiffs that he learned this investment model from his long-time friend and associate, Defendant Riley, who had made millions of dollars using it. However, D. Pope did not disclose to the Plaintiffs that he and Riley intended for the Plaintiffs to acquire real properties that Riley either owned or had some interest in.

54. D. Pope, T. Pope and Rightmer represented to the Plaintiffs, by telephone or mail, that each property would have its own bank account, which would be segregated and not commingled with any other funds from any other real property, and that any down payments received from the tenants would be kept in trust to be applied to the purchase price when and if the tenants exercised their options to purchase the real properties.

55. In reality, the investment scheme outlined by D. Pope to the Plaintiffs was no more than a Ponzi-like scheme, which was built upon an economic pyramid that was bound to collapse. Riley and D. Pope were the “masterminds” of an ongoing scam to attract new investors and monies to maintain the Ponzi scheme that Riley had started.

56. Unfortunately, based upon the above misrepresentations and artifices, the Plaintiffs decided to participate in this investment model.

II. THE LOAN APPLICATION PROCESS

57. D. Pope arranged for the Plaintiffs to obtain financing for the purchase of the subject real properties through one mortgage broker, Defendant Mastiff.

58. At all times material hereto, most or all of Mastiff's loan business originated from D. Pope or Riley in connection with the real properties acquired by Plaintiffs through D. Pope.

59. Mastiff, through Swigart and Pfeifer, held itself out to the Plaintiffs as a competent and fair mortgage company, and as an agent for the Originating Lenders, thus representing to the Plaintiffs that they would be sold loan products that were upon terms that were in the best interests of the Plaintiffs.

60. Swigart obtained joint credit, income and asset documentation on each of the Plaintiffs to process their joint credit applications and purchase agreements.

61. On information and belief, neither Pfeifer, Swigart nor any Mastiff officer or employee involved with the subject real estate loans were registered (subsequent to January 1, 2007) as required by CRS §12-61-903 or were licensed as real estate brokers.

62. On information and belief, Pfeifer, Swigart and Mastiff failed to provide a written contract between it and any of the Plaintiffs, as required by CRS §12-61-913.

63. Swigart procured first and second mortgage loans on behalf of the Plaintiffs from the various Originating Lenders as outlined on the attached Exhibit "A".

64. In order to procure the subject loans, Pfeifer, Swigart and Mastiff left loan documents undated and blank so that they could be filled in and backdated as

necessary by Mastiff or the title companies performing closings services, and used outdated credit reports, which outdated reports the Originating Lenders knowingly accepted and used without objection.

65. Pfeifer, Swigart and Mastiff also altered loan documents, often at D. Pope's request, without Plaintiffs' knowledge or consent in an attempt to qualify them for the purchase of as many properties as possible.

66. Further, D. Pope, Swigart, and Mastiff would require the Plaintiffs' signatures on various documents which required notarization without the presence of a notary public and would explain to Plaintiffs that the notarization would occur at a later date.

67. In order to procure the subject loans, often at D. Pope's request, Swigart and Mastiff routinely falsified loan documents, including the amount of Plaintiffs' assets, Plaintiffs' income, the value of their real estate, the amount of their liquid assets, the number of properties owned by each Plaintiff, and the actual amount of rental income received.

68. Pfeifer, Swigart, and Mastiff also drafted the purchase contracts for the real property on behalf of the Plaintiffs.

69. Upon Swigart and Mastiff's report regarding loan conditions to be met, D. Pope and/or Riley deposited additional money as needed into Plaintiffs' bank accounts prior to obtaining a verification of funds for the purpose of falsely inflating Plaintiffs' assets in order to ensure their approval for the loans. An ACT representative would

then request these monies back after the closing. At no time did D. Pope, Pfeifer, or Swigart inform the Plaintiffs that this procedure was improper.

70. Swigart acted as both processor and originator on all of the subject loans, and was frequently on the phone with underwriters for the Originating Lenders and their representatives consummating these fraudulent transactions.

71. During the loan application process, Swigart and Pfeifer routinely discussed what was needed to make the loan work with various inside underwriters and/or representatives for the Originating Lenders.

72. Swigart or Pfeifer would then routinely order a Mastiff employee to telephone D. Pope or an ACT representative and tell them how much rental income was needed or how much money was needed to be deposited into the Plaintiffs' bank account for the loan to be approved.

73. D. Pope fabricated tenant names, presumably selected from the local telephone book, and rental amounts, fabricated rental agreements using this information and relayed that false information to Swigart, Pfeifer, and/or Mastiff, who included it in the loan application documents ostensibly for use in creating false income qualifications on proposed rental properties.

74. Presumably, had the true rental income on the subject properties been reported, and had the true number of rental properties being acquired been disclosed, there would have been a substantially higher negative cash flow, and the subject loans could not have been approved.

75. D. Pope and Swigart instructed some Plaintiffs to take out home equity lines of credit (“HELOC”) against their personal residence in order to make their assets appear more liquid on the loan applications. These Plaintiffs were assured by D. Pope that he would cover any costs associated with the HELOC and they would never have to use their money. These HELOCs incur annual fees and mandate that the line of credit remain open for 3 years, with a large penalty for early closings.

76. D. Pope further attempted to convince Plaintiffs to loan him money from their HELOCs in order to fund other real estate purchases, but they refused.

77. Swigart and Pfeiffer had frequent social interactions with the underwriters and other representatives of various lenders, including the Originating Lenders. D. Pope and Riley also organized social events where underwriters and representatives of Originating Lenders were present along with Swigart and some of the Plaintiffs, who were introduced to underwriters and title employees working on their loans. Swigart and Riley often gave sporting event tickets to lender representatives ostensibly for the purposes of obtaining the cooperation of lender representatives in assisting Swigart, Pfeifer, Mastiff, Riley and D. Pope in fraudulently meeting lender requirements to influence and effectuate the loan process.

78. Swigart and/or Mastiff supplied each of the Plaintiffs the Good Faith Estimate (“GFE”) and truth-in-lending disclosures at closing, rather than within 72 hours of the loan application.

79. Had the GFE or Itemization of Amount Financed (“IOAF”) been given to the Plaintiffs earlier, it would have reflected whether or not Yield Spread Premiums

("YSP") were charged as required by the Truth in Lending Act ("TILA") and Colorado law, thus disclosing the true cost of the subject loans.

80. Had the Plaintiffs been shown the true cost of the subject loans, they would not have entered into the transactions and would not have been subject to the unfairly high cost of the credit and subsequent damage to them.

81. The commissions paid by the Originating Lenders by way of points and yield spread premiums on the subject loans were unusually high, despite the fact that Pfeifer, Swigart, and Mastiff also received brokers' fees, ostensibly to be paid out of the Plaintiffs' funds at closing, but which were in fact paid by ACT funds via cashiers checks drawn with Plaintiffs' names added to that of ACT as the maker of the cashier check without Plaintiffs' knowledge.

82. Mastiff, Pfeifer, and Swigart improperly shared the commissions from the subject loans with D. Pope and Riley.

83. The Plaintiffs were able to obtain multiple loans from the Originating Lenders based upon their relatively easy qualifying terms, such as, by way of example, 100% financing, allowing "stated" income which required no income verification, allowing the use of outdated credit reports, allowing the use of unverified rental income and assets, and the Originating Lenders' failure to calculate property taxes or insurance impounds as necessary expenses.

84. Despite the fact that the Plaintiffs all had either good or excellent credit ratings, their loans were sub-prime grade with corresponding high interest rates and

high commission rates to maximize the benefits to Riley, D. Pope, Mastiff, Pfeifer and Swigart.

85. After Mastiff closed its doors in approximately October, 2007, Swigart contacted some of the Plaintiffs and bragged that he had taken his “underwriting team” with him to his next mortgage-related scheme.

III. INFLATED APPRAISALS OF THE SUBJECT PROPERTIES

86. Mastiff dealt exclusively with one appraiser, Defendant Ackerman, who was approved by the Originating Lenders as a qualified appraiser.

87. With respect to the subject real properties, Riley would tell Mastiff, Pfeifer, and/or Swigart how much the property needed to appraise for in order to bring Riley his desired profit on the sale.

88. If an appraisal came in too low, Mastiff, Pfeifer, and/or Swigart would instruct Ackerman to get a higher appraisal for that same property.

89. Upon information and belief, Ackerman was being paid approximately double the market rate for residential appraisals in the Denver area.

IV. CLOSINGS OF THE SUBJECT LOANS

90. At Riley and D. Pope’s request, Mastiff dealt almost exclusively with Defendant Williams Title for its loan closings, and most of the subject loans, with the exception of Legacy Title and Title Company of Denver, were closed by Williams Title.

91. Metro Denver Title approved and underwrote the Williams Title policies.

92. As with the loan application documents, Swigart routinely falsified closing documents, including using backdated and outdated information, and, upon information and belief, did so on the closing documents for the subject loans.

93. At the closings, Williams Title, Legacy Title, Metro Denver Title, or Title Company of Denver representatives were not present in the room during the entire closing, and often the Plaintiffs were left with large stacks of documents to sign with no explanation as to what they were signing and without anyone available to answer any questions. Some Plaintiffs received closing documents via courier to their home with directions that the documents be signed and returned via overnight delivery, without any title representative present or available by telephone.

94. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title were aware that the Plaintiffs were closing multiple groups of loans within extremely short periods of time, but did not report this activity to anyone.

95. The Originating Lenders issued instructions to the closing agents at Williams Title, Legacy Title, Metro Denver Title, or Title Company of Denver to backdate closing documents with a date stamp and not allow the Plaintiffs during closing to change the dates. Williams Title, Legacy Title, Metro Denver Title, or Title Company of Denver closing agents cooperated without protest or disclosure of this arrangement to the Plaintiffs.

96. Often there were notations on the documents instructing the Plaintiffs which date to use next to their signatures and on most occasions the date proposed was not the date they were actually signing the documents.

97. In all of the closings of the subject loans, there were either missing documents, missing information or blank lines, inaccurate information, miscalculations of amount financed, miscalculation of the finance charge and/or a combination thereof.

98. In most instances, there was always an urgent or rushed nature in connection with the signing of the closing documents.

99. Whenever a deposit or down payment or other funds were required at the closings of the subject loans, Riley, D. Pope and ACT paid the deposit from their own funds without disclosing the source of those funds to the Originating Lenders.

100. In fact, D. Pope kept ACT bank accounts at all major banks in the Denver area for the purpose of drawing a check to pay any down payment and closing costs from the same bank at which each Plaintiff held an account, to create the false impression that the Plaintiff was issuing the check rather than D. Pope or ACT. Specifically, D. Pope, Rightmer or other ACT employee would withdraw funds from the ACT bank account kept at one of Plaintiffs' banks and subsequently obtain a cashiers' check in the amount required for closing drawn on the same bank.

101. The ACT closing check was made to appear to have been drawn jointly in the name of ACT and one of the Plaintiffs, or ACT and an LLC created by D. Pope. D. Pope would then provide this check to the funding officer at the title company.

102. D. Pope misrepresented to the Plaintiffs that these third party deposits were a completely proper event within the transaction and further proof of his intent to fund this investment model.

103. Pfeifer, Swigart, Mastiff, Williams Title, Legacy Title, Metro Denver Title, and Title Company of Denver were also aware that the Plaintiffs were receiving third-party deposits from Riley, D. Pope and ACT when necessary to reflect that the Plaintiffs had adequate reserves in their bank accounts. These title companies did not alert the Plaintiffs that there was anything improper about such transactions.

104. The Plaintiffs purchased, or at least were charged for, title insurance to ensure that the Plaintiffs receive clear title in their names on each of the real properties they purchased.

105. Although the Plaintiffs have requested that Williams Title, Legacy Title, Metro Denver Title, or Title Company of Denver provide them with copies of the title commitments issued on each of the subject properties purchased by Plaintiffs, these title insurance companies have not done so.

106. In fact, Williams Title, Legacy Title, Metro Denver Title, and Title Company of Denver, in closing the sales of the subject properties, failed to deliver clear title to the Plaintiffs on many of the subject properties purchased by the Plaintiffs.

107. Upon information and belief, entities controlled or formed by Riley were on the chain of title of most or all of the subject properties that D. Pope selected for the Plaintiffs to purchase, and upon further information and belief, Riley had some financial interest in most or all of the subject properties. In fact, Riley has been investigated and disciplined by the Colorado Attorney General's Office for fraudulent real estate practices unrelated to the facts described herein.

108. Williams Title, Legacy Title, Metro Denver Title, and Title Company of Denver held themselves out to the Plaintiffs as competent and fair title companies, and as an agent for the Originating Lenders, thus representing to the Plaintiffs that they would receive clear title to the subject properties.

109. The Plaintiffs have tendered title insurance claims to Williams Title, Legacy Title, Metro Denver Title, and Title Company of Denver regarding the defective titles, but to date received no responses.

110. Defendant Williams Title was the subject of an audit based upon its improper conduct surrounding the subject real property transactions alleged herein.

V. MISMANAGEMENT OF SUBJECT PROPERTIES AND OTHER FRAUD

111. After the closings related to the subject properties, D. Pope, T. Pope, and Rightmer arranged for all loan documents and correspondence regarding the subject loans and properties to be sent to D. Pope's office. An ACT representative filed change of addresses with all lenders and creditors, so that all correspondence would go to ACT, and the Plaintiffs would not be involved in any aspect of the management of the subject properties.

112. ACT was at no time a licensed real estate broker qualified to engage in property management.

113. Upon information and belief, ACT representatives were directed by T. Pope to either erase or forge the signatures of the Plaintiffs on documents relating to their properties.

114. D. Pope, T. Pope, and Rightmer routinely formed LLC's on behalf of the Plaintiffs using an online registration, and unbeknownst to the Plaintiffs would list one of the Plaintiffs' names as the person causing the documents to be filed without their knowledge or permission. D. Pope, T. Pope, and Rightmer would also select a registered agent for the LLC's without the Plaintiffs' knowledge or permission.

115. D. Pope and ACT then utilized an unlicensed sales team to solicit prospective tenants, and utilized no income or credit screening procedures whatsoever, other than the ability to put as much deposit down as possible, pay the requested rent, and pay an inflated proposed purchase price in the future.

116. Despite D. Pope's promise to manage the subject properties for the benefit of the Plaintiffs and pay all of the associated expenses, from as early as February 2007, unbeknownst to the Plaintiffs, ACT, D. Pope, T. Pope and Rightmer paid no homeowner association dues, and no taxes or insurance on the subject properties beyond the initial first year taxes that were required to be prepaid at purchase. Accordingly, delinquencies began as early as May 1, 2007.

117. The Plaintiffs received numerous telephone calls from lenders regarding late payments. D. Pope assured Plaintiffs that he would always pay the mortgage payment before the end of the month.

118. Plaintiffs also received derogatory information regarding delinquent payments on their credit report around May, 2007, and later discovered that D. Pope had stopped making mortgage payments on the subject properties as early as May, 2007. The Plaintiffs also began receiving delinquent property tax notices in May, 2007.

D. Pope promised that the taxes were being escrowed and even if the tax lien was sold it was not an issue as the property itself was not being sold and Plaintiffs should not be concerned. In reality, D. Pope, T. Pope, Rightmer, and ACT refused to pay the required tax payment and instead simply allowed the taxes to go unpaid and the properties to go uninsured until the lenders began enforcing force-placed insurance, and subsequently putting the mortgage accounts into default as a result.

119. In approximately August, 2007, D. Pope informed the Plaintiffs that he stopped making mortgage payments on their property since most of the tenants were not paying rent. However, the Plaintiffs learned from the tenants that most of them were, in fact, timely making their rental payments.

120. In approximately August, 2007, D. Pope further informed Plaintiffs that he could no longer pay the expenses associated with their real properties and asked if they would personally pay funds to make up the shortfall. Plaintiffs insisted that D. Pope keep his promise and maintain and keep current the mortgages and expenses associated with the subject properties according to their original agreement.

121. In February, 2007, D. Pope borrowed \$35,000 from J. Hill and C. Hill, and in March, 2007, D. Pope borrowed an additional \$22,000 from J. Hill and C. Hill, which money was secured by a home equity line of credit on their primary residence. D. Pope represented that such money was necessary for the purpose of buying and “flipping” other properties.

122. Plaintiffs further discovered that D. Pope and ACT were routinely entering into agreements with tenants to pay D. Pope and ACT directly, instead of the Plaintiffs or their LLCs formed specifically for the purpose of management of the properties.

123. In approximately October, 2007, Plaintiffs asked D. Pope and various ACT representatives on several occasions for an accounting of the subject properties and for all documents and information pertaining to the subject properties, but D. Pope and Act has refused to comply.

124. D. Pope, T. Pope, Rightmer, and ACT failed to keep separate bank accounts for each of the subject properties as promised, and instead commingled Plaintiffs' funds (including the \$57,000 borrowed from J. Hill and C. Hill) with other Plaintiffs' accounts, ACT accounts, or D. Pope's own personal accounts.

125. D. Pope represented to the Plaintiffs that he would maintain the properties in good repair. ACT, D. Pope, T. Pope, and Rightmer however ignored numerous tenant requests for necessary repairs and maintenance. Most, if not all, of the properties have needed substantial repairs in order to keep them habitable for the tenants selected by D. Pope. All such necessary repairs have been made by the Plaintiffs at the Plaintiffs' expense.

126. In fact, in approximately May, 2007, D. Pope filed a fictitious vandalism claim with B. Hill and E. Hill's hazard insurance company, Black Insurance Agency, Inc., in connection with one of B. Hill and E. Hill's properties. A check in the approximate sum of \$1,269.34 was issued to B. Hill and sent to D. Pope and ACT, who without B.

Hill's knowledge or consent, endorsed and deposited this check into D. Pope's personal bank account.

127. D. Pope and Swigart also had Plaintiffs execute sales agreements and quit claims deeds in favor of D. Pope and ACT for various properties purchased by Plaintiffs through D. Pope and ACT. D. Pope and ACT would thereafter consummate the sales of these real properties, retain the proceeds, and not disclose the transaction or the profit to Plaintiffs.

128. In approximately October, 2007, J. Stokes and DH. Stokes received credit card statements in the mail in the joint names of JDS Investments, LLC and Defendant Rightmer reflecting balances of approximately \$12,627.53 and \$12,815.18. J. Stokes and DH. Stokes were unaware of this credit card and at no time gave authorization for Rightmer to apply for credit or incur liability in their names or in the name of their LLC.

129. D. Pope and ACT representatives misrepresented to Plaintiffs that there were no funds in Plaintiffs' LLC bank accounts to distribute to the Plaintiffs as promised.

130. D. Pope further assured Plaintiffs that he would close all LLC bank accounts which he opened in Plaintiffs' LLC's names and dissolve all of Plaintiffs' LLC's with the Secretary of State which he formed without their consent, but D. Pope has failed to do so.

131. D. Pope has promised the Plaintiffs that he would reimburse them for all expenses associated with negotiating deeds in lieu of foreclosure with their lenders but has refused to do so.

VI. NOTICES TO LENDERS

132. In approximately September, 2007, Plaintiffs sent qualified written requests for detailed information on the subject loans to the Originating Lenders. However, the Originating Lenders have not responded to the above qualified written requests within the deadlines prescribed by the Real Estate Settlement Practices Act ("RESPA") or applicable law.

133. Additional qualified written requests were sent to the Originating Lenders in approximately November, 2007, but no acknowledgement was received from these lenders within the deadlines prescribed by RESPA or applicable law, and no complete qualified written response has been received.

134. In approximately September, 2007, Plaintiffs sent letters to the Originating Lenders offering to return the subject properties by way of deeds in lieu of foreclosure, but none of these lenders have accepted these offers.

135. In approximately November, 2007, the Originating Lenders were advised in writing that the Plaintiffs are represented by counsel, and to stop all debt collection efforts, and to communicate only through their counsel. Despite these letters, the above lenders have continued to send dozens of collection letters to the Plaintiffs, made dozens of collection phone calls, and sent letters addressed to occupants of the subject properties ordering the occupants to move out of the property.

136. No acknowledgement was received from the Originating Lenders within the deadlines prescribed by RESPA and no complete qualified written response has been received from the Originating Lenders.

FIRST CLAIM FOR RELIEF
(Fraudulent Misrepresentation vs. ACT, D. Pope, T. Pope, Riley, and Rightmer)

137. Plaintiffs re-allege and re-aver each and every allegation above as if fully set forth herein.

138. ACT, D. Pope, T. Pope, Riley, and Rightmer made material misrepresentations of fact to the Plaintiffs as stated in the foregoing paragraphs, including, without limitation, the following:

a. D. Pope represented, by telephone, mail, or electronic mail, from approximately March through December, 2006, that he would arrange for the purchase, finance, management and profitable sale of real properties all in the best interests of the Plaintiffs, as well as safeguard Plaintiffs' creditworthiness;

b. D. Pope represented, by telephone, mail, or electronic mail, from approximately March through December, 2006, that no financial contribution or property management effort would be needed by them in order to accomplish their goal, and that D. Pope, T. Pope and Riley would handle all aspects of the transactions and share the profits with the Plaintiffs.

c. D. Pope represented, by telephone, mail, or electronic mail, from approximately March through December, 2006, that the expenses associated with the maintenance of the real properties would be covered by the lease payments and, if not, D. Pope represented that he would personally cover any shortages.

d. Specifically, D. Pope and T. Pope represented, by telephone, mail, or electronic mail, from approximately March through December, 2006, that they would

pay all of the expenses associated with the real property including, but not limited to, mortgage payments, homeowner association fees, taxes and insurance.

e. D. Pope and T. Pope represented, by telephone, mail, or electronic mail, from approximately March through December, 2006, that taxes were being escrowed from the rental payments received.

f. D. Pope and T. Pope represented, by telephone, mail, or electronic mail, from approximately March through December, 2006, that they would maintain the properties in good repair.

g. D. Pope, T. Pope and Rightmer represented, by telephone, mail, or electronic mail, from approximately February through December, 2006, that ACT was a licensed real estate broker qualified to engage in property management.

h. D. Pope and T. Pope represented, by telephone, mail, or electronic mail, from approximately March through December, 2006, that each property would have its own bank account and would be segregated from the funds from other properties, from D. Pope and T. Pope's personal funds, and from the funds of ACT.

i. D. Pope represented, by telephone, mail, or electronic mail, in approximately March, 2007, that he would pay all expenses associated with Plaintiffs' HELOCs.

j. D. Pope represented, by telephone, mail, or electronic mail, from approximately March through December, 2006, that he would arrange fair and advantageous loans for Plaintiffs, and D. Pope and Riley failed to disclose that the

lenders were paid unusually high commission rates and that D. Pope and Riley shared in these commissions.

k. D. Pope, T. Pope and Riley represented, by telephone, from approximately March through December, 2006, that the third party deposits made into Plaintiffs' account representing either enhanced assets or closing funds was proper.

l. D. Pope represented, by telephone, in approximately August, 2007, that the tenants were not paying rent.

m. D. Pope represented, by telephone, in approximately February, 2007, that monies paid to him by J. Hill and C. Hill were necessary for the purpose of buying and "flipping" properties, and the funds would be returned to them.

139. Plaintiffs relied upon the above material representations of D. Pope, T. Pope, ACT, Riley, and Rightmer and, having the knowledge and experience of ordinary consumers, were justified in relying upon these material representations.

140. As a direct and proximate result of Plaintiffs' reliance upon the above material misrepresentations, the Plaintiffs have suffered damages in an amount to be proven at trial.

SECOND CLAIM FOR RELIEF
(Fraudulent Concealment vs. ACT, D. Pope, T. Pope, Riley, and Rightmer)

141. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

142. ACT, D. Pope, T. Pope, Riley, and Rightmer failed to disclose material facts to the Plaintiffs, including, without limitation, the following facts, which in equity and good conscience should have been disclosed:

a. D. Pope and Riley failed to disclose that the mortgage payments and other expenses of the properties would exceed the rental revenues generated by the properties;

b. D. Pope and T. Pope failed to disclose that they filed a fictitious vandalism claim in approximately May, 2007 with B. Hill and E. Hill's hazard insurance company and then endorsed and deposited the claim check made payable to B. Hill without his knowledge or consent.

c. D. Pope, T. Pope, and Riley failed to disclose that they intended for the Plaintiffs to acquire real properties that Riley either owned or had some financial interest in, and that all of the subject properties would be sold at inflated prices for the sole benefit of D. Pope, T. Pope, and Riley.

d. D. Pope and Riley failed to disclose that the properties were purchased by Plaintiffs above market value and little or no profit would be available for the Plaintiffs.

e. D. Pope, T. Pope, and Rightmer failed to disclose to the Plaintiffs that they falsified their loan documents without their knowledge or consent.

f. Riley failed to disclose that he would require that the appraisals on the subject properties be inflated so that he would make his desired profit.

g. D. Pope and Riley failed to disclose that Ackerman was being paid approximately double the market rate to falsify and inflate residential appraisals.

h. D. Pope, T. Pope and Riley failed to disclose, in approximately June, 2006, that Riley was under investigation by the Colorado Attorney General's Office for fraudulent real estate dealings.

i. D. Pope, T. Pope, and Rightmer failed to disclose that they forged or erased Plaintiffs' signatures on documents relating to their properties.

j. D. Pope, T. Pope, and Rightmer failed to disclose that they routinely formed limited liability companies using Plaintiffs' names without their knowledge or consent.

k. D. Pope, T. Pope, Rightmer, and Riley failed to disclose that they used an unlicensed sales team to solicit prospective tenants and utilized no income or credit screening procedures other than the ability to put down large deposits, pay the rent and pay an inflated proposed purchase price in the future.

l. D. Pope failed to disclose that he fabricated tenant names, rental amounts, and rental agreements for use in the loan applications.

m. D. Pope, T. Pope, Rightmer, and Riley failed to disclose that ACT was routinely entering into lease agreements with tenants to pay ACT or D. Pope directly, instead of Plaintiffs.

n. D. Pope, T. Pope, Rightmer, and ACT failed to provide an accounting on the subject properties and all documents relating to the subject properties upon Plaintiffs' requests.

o. D. Pope, T. Pope, Rightmer, ACT, and Riley failed to disclose actual profits received on Plaintiffs' properties.

p. D. Pope failed to disclose that the quit claim deeds which Plaintiffs signed in D. Pope's favor allowed D. Pope to sell the properties (to his own investor groups at lower than arm's length market price) and retain the proceeds.

q. Rightmer failed to disclose that she applied for and obtained credit cards in the joint names of Plaintiffs' limited liability companies and Rightmer and incurred significant liability in their joint names without Plaintiffs' authorization or permission.

143. D. Pope, T. Pope, ACT, Riley, and Rightmer knew that the above facts were being concealed from the Plaintiffs and that the Plaintiffs relied upon and trusted D. Pope, T. Pope, ACT, Riley, and Rightmer and had no knowledge of their concealment of these material facts.

144. D. Pope, T. Pope, ACT, Riley, and Rightmer intended that the Plaintiffs rely upon their concealment of the above material facts by allowing these Defendants to utilize their names and good credit to perpetrate their fraud upon the Plaintiffs as outlined above.

145. The Plaintiffs did, in fact, act upon the concealment of these material facts by allowing D. Pope, T. Pope, ACT, Riley, and Rightmer to use their name and good credit in purchasing, financing and managing the subject real properties to the detriment of the Plaintiffs.

146. As a direct and proximate result of these Defendants' concealment of the above materials facts and the Plaintiffs' actions and reliance upon the above material concealment, the Plaintiffs have suffered damages in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF
(Fraudulent Misrepresentation vs. Swigart, Pfeifer, Mastiff, Ackerman, and Originating Lenders)

147. Plaintiffs re-allege and re-aver each and every allegation above as if fully set forth herein.

148. Swigart, Pfeifer, Mastiff, Ackerman, and the Originating Lenders made material misrepresentations of fact to the Plaintiffs as stated in the foregoing paragraphs, including, without limitation, the following:¹

a. Swigart, Pfeifer, and Mastiff represented, by telephone, mail, or electronic mail, from approximately March through December, 2006, that the subject loans were on terms most advantageous to the Plaintiffs' good or excellent credit rating, when these Defendants knew that the loans were at sub-prime rates or bearing equivalent high interest rates and that the Plaintiffs' credit history allowed them to be in prime loans or lower interest rate loans with more advantageous terms.

b. Swigart, Pfeifer, and Mastiff represented, by telephone, and the Originating Lenders also represented, by mail or electronic mail, from approximately May through December, 2006, that the third party deposits made into Plaintiffs' account representing either enhanced assets or closing funds was proper.

c. Swigart, Pfeifer, and Mastiff represented, by telephone, mail, or electronic mail, from approximately March through December, 2006, that they would arrange fair and advantageous loans for Plaintiffs and failed to disclose that the lenders

¹The identity of the specific Originating Lender who made fraudulent misrepresentations and concealments and the identity of the Plaintiff(s) to whom such misrepresentations and/or concealments were made are included within the spreadsheet attached hereto as Exhibit "A" and correspond to the particular transaction within which each party was involved.

were paid unusually high commission rates and that Swigart and Pfeifer shared in these commissions.

d. Ackerman represented, by telephone, mail, or electronic mail, an inflated and inaccurate fair market value of the subject properties.

149. Plaintiffs relied upon the above material representations of Swigart, Pfeifer, Mastiff, Ackerman, and the Originating Lenders and, having the knowledge and experience of ordinary consumers, were justified in relying upon these material representations.

150. As a direct and proximate result of Plaintiffs' reliance upon the above material misrepresentations, the Plaintiffs have suffered damages in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF
(Fraudulent Concealment vs. Swigart, Pfeifer, Mastiff, Ackerman, and Originating Lenders)

151. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

152. Swigart, Pfeifer, Mastiff, Ackerman, and the Originating Lenders failed to disclose material facts to the Plaintiffs, including, without limitation, the following facts, which in equity and good conscience should have been disclosed:

a. Swigart, Pfeifer, and Mastiff failed to disclose that neither they nor any Mastiff officer or employee connected with the subject real estate loans was registered as required by C.R.S. § 12-61-903 subsequent to January 1, 2007 or was a licensed real estate broker.

b. Swigart, Pfeifer, and Mastiff failed to provide the Plaintiffs with a contract as required by C.R.S. § 12-61-913.

c. Swigart, Pfeifer, and Mastiff failed to disclose that they edited or falsified various loan documents and closing documents of the Plaintiffs without Plaintiffs' knowledge or consent and forwarded, via mail, such fraudulent loan and closing documents to the Plaintiffs or to the Originating Lenders.

d. By way of example, Swigart, Pfeifer, and Mastiff failed to disclose that they falsified the amount of the Plaintiffs' assets, income, rental income, value of real estate, and number of properties owned.

e. Swigart, Pfeifer, Mastiff, and the Originating Lenders failed to disclose that they adjusted the amount of the rental proceeds reflected on the loan documents in order to obtain lender approval.

f. Swigart, Pfeifer, Mastiff, and the Originating Lenders failed to disclose that they left loan documents backdated, undated and blank, with instructions for the Plaintiffs to not correct the documents, so that the blank documents could be filled in and back-dated without Plaintiffs' knowledge or consent.

g. Swigart, Pfeifer, and Mastiff failed to disclose that they utilized outdated credit reports.

h. The Originating Lenders failed to disclose that they knowingly accepted and utilized the outdated credit reports in making credit determinations.

i. The Originating Lenders failed to disclose that they knowingly accepted and utilized the falsified loan documents in order to approve Plaintiffs for multiple loans at the same time or within a short period of time.

j. Swigart and Mastiff failed to disclose that Swigart acted as both processor and originator on the subject loans, and he and Pfeifer had frequent communication with the Originating Lenders' underwriters to influence them to accomplish the aforementioned loans.

k. Swigart, Pfeifer, and Mastiff failed to disclose in advance of closing the GFE and truth-in-lending disclosures.

l. Swigart, Pfeifer, and the Originating Lenders failed to disclose that they shared commissions and unearned fees with each other and other Defendants.

m. Swigart, Pfeifer, and Ackerman failed to disclose that Riley would require that the appraisals on the subject properties be inflated so that Riley would make his desired profit.

n. Swigart, Pfeifer, and Ackerman failed to disclose that Ackerman was being paid approximately double the market rate for residential appraisals in Denver.

o. The Originating Lenders failed to disclose their relationship with Swigart, Pfeifer, and Mastiff, and that their profits increased as the purchase price increased, thus increasing the loan amount, interest, loan fees, commissions and appraisal fees.

p. Swigart, Pfeifer, and the Originating Lenders failed to disclose in advance of closing the lender-paid YSP and the ramifications of “up-selling” the interest rates.

q. Swigart, Pfeifer, and the Originating Lenders failed to accurately disclose the correct terms of the subject loans, including inaccurately disclosing the annual percentage rate, finance charges and the amount financed, and inaccurately disclosing the payments schedule.

153. Swigart, Pfeifer, Mastiff, Ackerman, and the Originating Lenders knew that the above facts were being concealed from the Plaintiffs and that the Plaintiffs relied upon and trusted these Defendants and had no knowledge of their concealment of these material facts.

154. Swigart, Pfeifer, Mastiff, Ackerman, and the Originating Lenders intended that the Plaintiffs rely upon their concealment of the above material facts by allowing these Defendants to utilize their names and good credit to perpetrate their fraud upon the Plaintiffs as outlined above.

155. The Plaintiffs did, in fact, act upon the concealment of these material facts by allowing Swigart, Pfeifer, Mastiff, Ackerman, and the Originating Lenders to submit the above loan documents on their behalf for the purchase of the subject real properties to the detriment of the Plaintiffs.

156. As a direct and proximate result of these Defendants’ concealment of the above materials facts and the Plaintiffs’ actions and reliance upon the above material concealment, the Plaintiffs have suffered damages in an amount to be proven at trial.

FIFTH CLAIM FOR RELIEF
(Fraudulent Misrepresentation vs. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title)

157. Plaintiffs re-allege and re-aver each and every allegation above as if fully set forth herein.

158. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title made material misrepresentations of fact to the Plaintiffs as stated in the foregoing paragraphs, including, without limitation, the following:

a. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title represented, by telephone, mail, or electronic mail, that Plaintiffs would receive clear title to the subject real properties purchased, and that these properties were insured against defects in said titles when most, if not all, title to the subject properties was, in fact, defective.

b. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title represented, by telephone, mail, or electronic mail, that the third party deposits made into Plaintiffs' account representing either enhanced assets or closing funds was proper.

159. The Plaintiffs relied upon the above material misrepresentations of Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title and, having the knowledge and experience of ordinary consumers, were justified in relying upon theses material representations.

160. As a direct and proximate result of Plaintiffs' reliance upon the above material misrepresentations, the Plaintiffs have suffered damages in an amount to be proven at trial.

SIXTH CLAIM FOR RELIEF
(Fraudulent Concealment vs. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title)

161. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

162. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title failed to disclose material facts to the Plaintiffs, including, without limitation, the following facts, which in equity and good conscience should have been disclosed:

a. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title failed to disclose that they left loan documents backdated or undated and blank, with instructions for the Plaintiffs to not correct the documents, so that they could be filled in and back dated without Plaintiffs' knowledge or consent.

b. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title failed to disclose that they were directed by Riley to pay illegal kickbacks and unearned fees and/or commissions to Riley, ACT, D. Pope, and Ackerman.

163. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title knew that the above facts were being concealed from the Plaintiffs and that the Plaintiffs relied upon and trusted these Defendants and had no knowledge of their concealment of these material facts.

164. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title intended that the Plaintiffs rely upon their concealment of the above material facts by allowing these Defendants to utilize their names and good credit to perpetrate their fraud upon the Plaintiffs as outlined above.

165. The Plaintiffs did, in fact, act upon the concealment of these material facts by allowing Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title to procure title insurance and assist with the closing on Plaintiffs' behalf for the purchase of the subject real properties to the detriment of the Plaintiffs.

166. As a direct and proximate result of these Defendants' concealment of the above materials facts and the Plaintiffs' actions and reliance upon the above material concealment, the Plaintiffs have suffered damages in an amount to be proven at trial.

SEVENTH CLAIM FOR RELIEF
(Breach of Fiduciary Duty vs. ACT, D. Pope, T. Pope, and Rightmer)

167. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

168. ACT, D. Pope, T. Pope, and Rightmer were to arrange on behalf of the Plaintiffs the purchase, finance, management and profitable sale of real properties, all in the best interests of the Plaintiffs.

169. ACT, D. Pope, T. Pope, and Rightmer acted as fiduciaries to the Plaintiffs in that they held a position of trust and confidence with respect to the Plaintiffs and were required to exercise fidelity and good faith toward the Plaintiffs in all matters within the scope of their employment.

170. ACT, D. Pope, T. Pope, and Rightmer breached their fiduciary duty owed to the Plaintiffs based upon, *inter alia*, their conduct as outlined in paragraphs 138a through m and 142a through q above, and paragraphs 238a through h below (incorporated herein by reference).

171. As a direct and proximate result of these Defendants' breach of their fiduciary duty, the Plaintiffs have suffered damages in an amount to be proven at trial.

EIGHTH CLAIM FOR RELIEF
(Negligence vs. ACT, D. Pope, T. Pope, and Rightmer)

172. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

173. ACT, D. Pope, T. Pope, and Rightmer owed Plaintiffs a legal duty to arrange for the purchase, finance, management and profitable sale of real properties in the best interests of the Plaintiffs.

174. ACT, D. Pope, T. Pope, and Rightmer breached their legal duty owed to the Plaintiffs based upon, *inter alia*, their conduct as outlined in paragraphs 138a through m and 142a through q above, and paragraphs 238a through h below (incorporated herein by reference).

175. As a direct and proximate result of these Defendants' negligence, the Plaintiffs have suffered damages in an amount to be proven at trial.

NINTH CLAIM FOR RELIEF
(Breach of Fiduciary Duty vs. Mastiff, Pfeifer, and Swigart)

176. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

177. Mastiff, Pfeifer, and Swigart were to arrange for valid loan applications and ultimate approval of their purchases of real properties in the best interests of the Plaintiffs, to investigate any irregularities associated with the subject loan transactions, and to provide the Plaintiffs with full, fair, fully disclosed, and accurate disclosures of the terms of the subject loans.

178. Mastiff, Pfeifer, and Swigart acted as fiduciaries to the Plaintiffs in that they held a position of trust and confidence with respect to the Plaintiffs and were required to exercise fidelity and good faith toward the Plaintiffs in all matters within the scope of their employment.

179. Mastiff, Pfeifer, and Swigart breached their fiduciary duties owed to the Plaintiffs based upon, *inter alia*, their conduct as outlined in paragraphs 148a through d and 152a through q above, and paragraphs 255a through m below (incorporated herein by reference).

180. As a direct and proximate result of these Defendants' breach of their fiduciary duty, the Plaintiffs have suffered damages in an amount to be proven at trial.

TENTH CLAIM FOR RELIEF
(Negligence vs. Mastiff, Pfeifer, Swigart, Ackerman, and Originating Lenders)

181. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

182. Mastiff, Pfeifer, Swigart, Ackerman, and the Originating Lenders owed Plaintiffs a legal duty to use the degree of skill and care that a reasonably prudent and careful member of their respective professions would use in a similar situation.

183. Specifically, Mastiff, Pfeifer, Swigart, Ackerman, and the Originating Lenders owed Plaintiffs a legal duty to arrange for valid loan applications and ultimate approval of their purchases of real properties in the best interests of the Plaintiffs.

184. Further, these Defendants owed Plaintiffs a legal duty to investigate the many irregularities associated the subject loans and to provide the Plaintiffs with full, fair, fully disclosed, and accurate disclosures of the terms of the subject loans.

185. Mastiff, Pfeifer, Swigart, Ackerman, and the Originating Lenders breached their legal duty owed to the Plaintiffs based upon, *inter alia*, their conduct as outlined in paragraphs 148a through d and 152a through q above, and paragraphs 255a through m below (incorporated herein by reference).

186. As a direct and proximate result of these Defendants' negligence, the Plaintiffs have suffered damages in an amount to be proven at trial.

ELEVENTH CLAIM FOR RELIEF
(Breach of Fiduciary Duty vs. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title)

187. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

188. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title were to provide closing services for the subject loans, to provide clear title to the subject properties, and to investigate any irregularities associated with the subject loan transactions all in the best interests of the Plaintiffs.

189. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title acted as fiduciaries to the Plaintiffs in that they held a position of trust and

confidence with respect to the Plaintiffs and were required to exercise fidelity and good faith toward the Plaintiffs in all matters within the scope of their employment.

190. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title breached their fiduciary duties owed to the Plaintiffs based upon, *inter alia*, their conduct as outlined in paragraphs 158a through b and 162a through b above.

191. As a direct and proximate result of these Defendants' breach of their fiduciary duty, the Plaintiffs have suffered damages in an amount to be proven at trial.

TWELFTH CLAIM FOR RELIEF
(Negligence vs. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title)

192. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

193. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title owed Plaintiffs a legal duty to provide closing services for the subject loans, to provide clear title to the subject properties, and to investigate any irregularities associated with the subject loan transactions all in the best interests of the Plaintiffs.

194. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title breached their legal duty owed to the Plaintiffs based upon, *inter alia*, their conduct as outlined in paragraphs 158a through b and 162a through b above.

195. As a direct and proximate result of these Defendants' negligence, the Plaintiffs have suffered damages in an amount to be proven at trial.

THIRTEENTH CLAIM FOR RELIEF
(Breach of Contract vs. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title)

196. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

197. A contract existed between Plaintiffs, on the one hand, and Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title, on the other hand, wherein the Plaintiffs paid monies to these Defendants in exchange for, *inter alia*, their receipt of clear title in their names on each of the subject real properties they purchased and title insurance.

198. Plaintiffs fully performed their obligations under the contract.

199. Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title breached the contract by, *inter alia*, failing to provide clear title on the subject properties and in failing to pay Plaintiffs' title insurance proceeds.

200. As a direct and proximate result of these Defendants' breach of contract, the Plaintiffs have suffered damages in an amount to be proven at trial.

FOURTEENTH CLAIM FOR RELIEF
(Quiet Title vs. American Equity, Home Future, C. Pope, 1117 Flower Circle Trust, Eagle's Nest, 8071 S. Holland Court Trust, Cowboy, 7751 West Ottawa Place Trust, and all other persons who claim any interest in the below properties)

201. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

202. Plaintiffs claim an interest in the real property identified in paragraphs 204a through e below, situated in Arapahoe and Jefferson Counties.

203. There may be persons interested in the subject matter of this action whose names cannot be inserted herein because said names are unknown to the Plaintiffs although diligent efforts have been made to ascertain the names of said persons; such persons have been made Defendants and designated as “all unknown persons who claim any interest in the subject matter of this action”; so far as Plaintiffs’ knowledge extends, the interests of the unknown parties are derived through some one or more of the named Defendants.

204. The following named Defendants claim some right, title or interest in and to the following real property adverse to the Plaintiffs:

a. 249 N. Catawba Court, Aurora, CO 80018:

American Equity Solutions, LLC
Home Future Financial, LLC
Carol Pope

b. 1117 S. Flower Circle, Lakewood, CO 80232:

1117 Flower Circle Trust

c. 60 S. Fenton Street, Lakewood, CO 80226:

Eagle’s Nest Real Estate, LLC

d. 8071 S. Holland Court, Littleton, CO 80128:

8071 S. Holland Court Trust
Cowboy Real Estate, LLC

e. 7751 West Ottawa Place, Littleton, CO 80128:

7751 West Ottawa Place Trust

205. Plaintiffs seek a declaration of their rights to the above property and an order requiring these Defendants to convey clear title to them.

FIFTEENTH CLAIM FOR RELIEF
(Breach of Contract vs. Mastiff)

206. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

207. A contract existed between Plaintiffs and Mastiff wherein the Plaintiffs paid monies to Mastiff in exchange for, *inter alia*, Mastiff's assistance in obtaining valid, fair, accurate, fully disclosed, and advantageous real estate loans in connection with the subject real properties Plaintiffs were purchasing.

208. Plaintiffs fully performed their obligations under the contract.

209. Mastiff breached the contract by, *inter alia*, failing to obtain valid, fair, accurate, fully disclosed, and advantageous real estate loans in connection with the subject real properties Plaintiffs were purchasing.

210. As a direct and proximate result of these Defendants' breach of contract, the Plaintiffs have suffered damages in an amount to be proven at trial.

SIXTEENTH CLAIM FOR RELIEF
(Breach of Contract vs. ACT and D. Pope)

211. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

212. A contract existed between J. Hill and C. Hill, on the one hand, and ACT and D. Pope, on the other hand, wherein D. Pope and ACT borrowed approximately \$57,000 from J. Hill and C. Hill in exchange for D. Pope and ACT's promise to repay that money with interest.

213. J. Hill and C. Hill fully performed their obligations under the contract.

214. D. Pope and ACT breached the contract by failing to repay the above sum of money as promised.

215. As a direct and proximate result of these Defendants' breach of contract, the Plaintiffs have suffered damages in an amount to be proven at trial.

SEVENTEENTH CLAIM FOR RELIEF
(Breach of Contract vs. ACT, D. Pope, T. Pope, and Rightmer)

216. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

217. A contract existed between Plaintiffs, on the one hand, and ACT, D. Pope, T. Pope, and Rightmer, on the other hand, wherein ACT, D. Pope, T. Pope, and Rightmer agreed that, *inter alia*, they would provide property management services on behalf of the Plaintiffs in connection with the subject real properties, safeguard Plaintiffs' creditworthiness, and share in profits with the Plaintiffs, in exchange for certain profits.

218. Plaintiffs fully performed their obligations under the contract.

219. ACT, D. Pope, T. Pope and Rightmer breached the contract by, *inter alia*, failing to provide the property management services, failing to safeguard Plaintiffs' creditworthiness, and failing to share in profits with the Plaintiffs, all as promised and as outlined in greater detail below in paragraphs 238a through h (incorporated herein by reference).

220. As a direct and proximate result of these Defendants' breach of contract, the Plaintiffs have suffered damages in an amount to be proven at trial.

EIGHTEENTH CLAIM FOR RELIEF
(Breach of Contract vs. Originating Lenders)

221. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

222. A contract existed between Plaintiffs and the Originating Lenders, wherein Plaintiffs paid and promised to pay money to the Originating Lenders in exchange for, *inter alia*, the Originating Lenders providing valid, fair, accurate, fully disclosed, and advantageous real estate loan transactions in connection with the subject real properties Plaintiffs were purchasing.

223. Plaintiffs fully performed their obligations under the contract.

224. The Originating Lenders breached the contract by, *inter alia*, failing to provide valid, fair, accurate, fully disclosed, and advantageous real estate loans in connection with the subject real properties Plaintiffs were purchasing.

225. As a direct and proximate result of these Defendants' breach of contract, the Plaintiffs have suffered damages in an amount to be proven at trial.

NINETEENTH CLAIM FOR RELIEF
(Breach of Implied Covenant of Good Faith and Fair Dealing vs. Originating Lenders)

226. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

227. The contract between Plaintiffs and the Originating Lenders imposed upon each party the duty to do nothing destructive of the other party's right to enjoy the fruits of the contract and to do everything that the contract presupposes they will do to accomplish its purpose.

228. The contract between Plaintiffs and the Originating Lenders contained an implied covenant of good faith and fair dealing.

229. The Originating Lenders breached this implied covenant of good faith and fair dealing by, *inter alia*, failing to provide valid, fair, accurate, fully disclosed, and advantageous real estate loans in connection with the subject real properties Plaintiffs were purchasing.

230. As a direct and proximate result of these Defendants' breach of the implied covenant of good faith and fair dealing, the Plaintiffs have suffered damages in an amount to be proven at trial.

TWENTIETH CLAIM FOR RELIEF
(Trespass vs. Option One, Countrywide, and Homecomings)

231. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

232. The Plaintiffs are the owners of the respective real property identified on the attached Exhibit "A" and are therefore the persons legally entitled to possession of such real property.

233. Option One, Countrywide, and Homecomings physically intruded upon the property of the Plaintiffs identified in the attached Exhibit "A" without Plaintiffs' permission, knowledge or consent.

234. As a direct and proximate result of these Defendants' trespass, the Plaintiffs have suffered damages including, but not limited to, diminution of market value, costs of restoration, loss of use of the property, and discomfort and annoyance to the property owners as the occupant, all in an amount to be proven at trial.

TWENTY-FIRST CLAIM FOR RELIEF
(Accounting vs. ACT, D. Pope, T. Pope, and Rightmer)

235. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

236. ACT, D. Pope, T. Pope, and Rightmer agreed, *inter alia*, that they would provide the services outlined in paragraphs 238a through h below on behalf of the Plaintiffs in connection with the subject real properties.

237. ACT, D. Pope, T. Pope, and Rightmer acted as fiduciaries to the Plaintiffs.

238. ACT, D. Pope, T. Pope, and Rightmer failed to provide the promised services to Plaintiffs including, but not limited to, the following:

a. Failed to disclose that ACT was at no time a licensed real estate broker qualified to engage in property management services;

b. Failed to maintain the subject properties in good repair;

c. Failed to obtain tenants for the subject properties;

d. Failed to credit Plaintiffs for rental income received from the subject properties;

e. Failed to pay expenses associated with the subject properties (mortgage payments, homeowner association dues, taxes, insurance, etc.);

f. Failed to maintain separate bank accounts for each of the subject properties and instead commingled Plaintiffs' funds with other Plaintiffs' accounts, ACT accounts or D. Pope's personal accounts;

g. Failed to tender profits from sales to the Plaintiffs; and

h. Failed to safeguard Plaintiffs' credit.

239. Plaintiffs have repeatedly demanded accountings from ACT, D. Pope, T. Pope, and Rightmer but these Defendants refused and still refuse to account to Plaintiffs.

240. Without an accounting, Plaintiffs are unable to determine the exact amount that ACT, D. Pope, T. Pope, and Rightmer owe them.

241. By reason of the foregoing, Plaintiffs have been damaged and have no adequate remedy at law.

TWENTY-SECOND CLAIM FOR RELIEF
(Constructive Trust vs. ACT, D. Pope, T. Pope, and Rightmer)

242. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

243. By, among other wrongful conduct, the acts described in paragraphs 238a through h above, all in direct contravention to the obligations and rights of the Plaintiffs, ACT, D. Pope, T. Pope, and Rightmer obtained certain revenue to which they were not entitled and which properly belong to the Plaintiffs under the terms of their agreement.

244. ACT, D. Pope, T. Pope, and Rightmer acquired this revenue under such circumstances that they may not in equity and good conscience retain this revenue, and equity should convert the Plaintiffs into trustees of said revenue, or other property or profits traceable to that revenue, for the benefit of the Plaintiffs, the rightful owner.

245. By reason of the foregoing, Plaintiffs have been damaged and have no adequate remedy at law.

TWENTY-THIRD CLAIM FOR RELIEF

(Unjust Enrichment vs. Mastiff, Pfeifer, Swigart, Ackerman, ACT, D. Pope, T. Pope, Rightmer, Riley, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and the Originating Lenders)

246. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

247. Mastiff, Pfeifer, Swigart, Ackerman, ACT, D. Pope, T. Pope, Rightmer, Riley, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and the Originating Lenders received benefits at Plaintiffs' expense by improperly retaining monies associated with the real property purchased by Plaintiffs including, but not limited to, rental income, commissions, kickbacks, and other fees without earning or having any entitlement to same.

248. Mastiff, Pfeifer, Swigart, Ackerman, ACT, D. Pope, T. Pope, Rightmer, Riley, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and the Originating Lenders appreciated the benefits they received from Plaintiffs.

249. The circumstances of this matter make it inequitable and unjust for these Defendants to retain these benefits without payment to Plaintiffs of its value.

250. As a direct and proximate result of these Defendants' unjust enrichment, the Plaintiffs have suffered damages in an amount to be proven at trial.

TWENTY-FOURTH CLAIM FOR RELIEF

(Breach of Statutory Duty vs. Swigart, Pfeifer, and Mastiff)

251. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

252. Mastiff, Pfeifer, and Swigart were parties charged with observing, *inter alia*, the following statutes:

- a. Registration required; C.R.S. § 12-61-903;
- b. Broker's relationship to borrower – rules; C.R.S. § 12-61-904.5;
- c. Violations – injunction; C.R.S. § 12-61-910;
- d. Prohibited conduct – influencing a real estate appraisal; C.R.S. § 12-61-910.2;
- e. Prohibited conduct – fraud – misrepresentation – conflict of interest – rules; C.R.S. §§ 12-61-911 and 12-61-911.5;
- f. Written contract required – effect; C.R.S. § 12-61-913;
- g. Written disclosure of fees and costs – contents – limits on fees – lock-in agreement terms – rules; C.R.S. § 12-61-914; and/or,
- h. Prohibited acts by participants in certain mortgage loan transactions – unconscionable acts and practices – definitions; C.R.S. § 38-40-105;

253. Mastiff, Pfeifer, and Swigart, as Colorado mortgage loan brokers, may fairly be charged with being aware of the applicability of the above statutes.

254. The Plaintiffs are within the class in which the above statutes are intended to protect.

255. Mastiff, Pfeifer, and Swigart breached their statutory duties owed to Plaintiffs as outlined above based upon their conduct as outlined in paragraphs 148a through d and 152a through q above, in addition to the following, *inter alia*, specific proscriptions:

- a. Acting as a mortgage loan broker without a registration;
- b. Recommending or inducing the Plaintiffs to enter into transactions that did not have a reasonable, tangible net benefit to the Plaintiffs;
- c. Failing to make a reasonable inquiry concerning the Plaintiffs' current and prospective income, existing debts and other obligations, and any other information known and, after failing to make such inquiry, failing to use their best efforts to recommend, broker or originate a mortgage loan which takes into consideration the information submitted by the Plaintiffs;
- d. Directly or indirectly compensating, coercing, or intimidating an appraiser or attempting to directly or indirectly compensate, coerce, or intimidate an appraiser in order to influence the independent judgment of the appraiser with respect to the value of the subject properties;
- e. Directly or indirectly employing a scheme, device or artifice to defraud or mislead the Plaintiffs or the Originating Lenders;
- f. Engaging in unfair or deceptive practices towards the Plaintiffs;
- g. Failing to make timely disclosures to the Plaintiffs;
- h. Making false or deceptive statements or representations with regard to the rates, points or other financing terms or conditions;
- i. Failing to comply with requirements imposed under the federal Truth in Lending Act, 15 U.S.C. § 1601, et seq., and Regulation Z, 12 CFR 226, the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq., and Regulation X, 24 CFR 3500;

j. Failing to provide a written contract containing the entire agreement between Mastiff, Pfeifer, and Swigart, on the one hand, and the Plaintiffs, on the other hand;

k. Failing to timely provide a full written disclosure containing an itemization and explanation of all fees and costs to which the Plaintiffs were required to pay;

l. Knowingly and with intent to defraud present or cause to be presented or prepared with knowledge or belief that it will be presented to a lender or an agent thereof a written statement or information in support of Plaintiffs' loan applications for mortgage loans that contain false information concerning a material fact or knowingly and with intent to defraud concealing information concerning a material fact; and/or,

m. Improperly providing the Plaintiffs with documents containing blank spaces and/or changing material terms contained within these documents without Plaintiffs' knowledge or consent.

256. Mastiff knew or should have known of the above unlawful acts or violations or was negligent in the supervision of Swigart and Pfeiffer.

257. The injuries sustained by the Plaintiffs are of the type which the above statutes were intended to protect against.

258. As a direct and proximate result of these Defendants' breach of their statutory duty, the Plaintiffs have suffered damages in an amount to be proven at trial.

TWENTY-FIFTH CLAIM FOR RELIEF

(Violation of Real Estate Settlement Procedures Act (RESPA), 12 USCA § 2607, vs. Swigart, Pfeiffer, Mastiff, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, Ackerman, Riley, D. Pope, ACT, and the Originating Lenders)

259. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

260. All of the real estate loans which form the subject of this lawsuit were federally-related mortgage loans and were for the purpose of purchasing residential real estate as defined by 12 USCA § 2602(1).

261. Defendants Swigart, Pfeiffer, Mastiff, the Originating Lenders, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and Ackerman provided settlement services to the Plaintiffs within the meaning of 12 USCA § 2602(3).

262. Defendants Swigart, Pfeiffer, Mastiff, the Originating Lenders, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, Riley, D. Pope, ACT, and Ackerman were all associates of each other or had an affiliated business arrangement within the meaning of 12 USCA § 2602(8) and (7).

263. Swigart, Pfeiffer, Mastiff, independently and as agents for the Originating Lenders, the Originating Lenders, Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title gave a portion, percentage, or split a charge made or received for the rendering of a real estate settlement service in connection with transactions involving federally-related mortgage loans to, *inter alia*, Riley, D. Pope, and ACT, for services unearned and not performed. These referral fees or fee sharing were made in

violation of the illegal kickback provisions and illegal referral provisions of 12 USCA § 2607.

264. Swigart, Pfeiffer, Mastiff, independently and as agents for the Originating Lenders, the Originating Lenders, Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title misrepresented the points and fees payable at closing by not disclosing these illegal kickbacks and/or referrals and these undisclosed points and fees served solely to improperly increase Plaintiffs' closing and settlement costs.

265. Swigart, Pfeiffer, Mastiff, independently and as agents for the Originating Lenders, the Originating Lenders, Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title further improperly imposed "markups" for settlement services rendered in connection with the subject real estate loans in that these Defendants charged more for services allegedly performed than the amount paid by these Defendants to third party vendors to perform these services.

266. Swigart, Pfeiffer, Mastiff, independently and as agents for the Originating Lenders, the Originating Lenders, Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title further charged origination fees, processing fees, document preparation fees, broker's fees, broker's administration fees, seller credits, appraisal fees, and Yield Spread Premiums, or any combination of them, in exchange for purported settlement services that were not performed, were unearned, and were illegal referrals.

267. Riley, D. Pope, ACT, Ackerman, Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title knowingly accepted a fee, kickback or

thing of value as an illegal referral incident to or part of the subject federally-related real estate loans in violation of 12 USCA § 2607.

268. Riley, D. Pope, ACT, Ackerman, Williams Title, Legacy Title, Title Company of Denver, and Metro Denver Title also knowingly accepted a portion, percentage, or split a charge made or received for the rendering of a real estate settlement service in connection with transactions involving federally-related mortgage loans for services unearned and not performed. These referral fees or fee sharing were made in violation of the illegal kickback provisions and illegal referral provisions of 12 USCA § 2607.

269. As a direct and proximate result of these Defendants' violations of RESPA, the Plaintiffs have suffered damages in an amount to be proven at trial.

270. Pursuant to 12 USCA § 2607(d), Plaintiffs are entitled to (a) \$10,000 per Defendant, (b) three times the amount of any charge paid for settlement services, (c) court costs, and (d) reasonable attorneys' fees.

TWENTY-SIXTH CLAIM FOR RELIEF
(Violation of Real Estate Settlement Procedures Act (RESPA), 12 USCA § 2605, vs. Originating Lenders)

271. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

272. The Originating Lenders are or were servicers as defined by 12 USCA § 2605(i) of federally-related mortgage loans which loans form the subject of this litigation.

273. The Plaintiffs sent qualified written requests as defined by 12 USCA § 2605(e) to each of the Originating Lenders seeking information relating to the servicing of their loans.

274. The Original Lenders received the qualified written requests from Plaintiffs and failed to provide a written response acknowledging receipt of the correspondence within 20 days, failed to make appropriate corrections in the account and transmit to the Plaintiffs a written notification of such correction within 60 days and, failed to provide the Plaintiffs with a written explanation after conducting an investigation within 60 days, all as required by 12 USCA § 2605(e).

275. As a direct and proximate result of these Defendants' violations of RESPA, the Plaintiffs have suffered damages in an amount to be proven at trial.

276. Pursuant to 12 USCA § 2605(f), Plaintiffs are entitled to (a) \$1,000 for each violation, (b) actual damages, (c) court costs, and (d) reasonable attorneys' fees.

TWENTY-SEVENTH CLAIM FOR RELIEF
(Violation of the Truth in Lending Act vs. Originating Lenders)

277. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

278. The Originating Lenders are or were creditors as defined by 15 USCA § 1602(f).

279. The Originating Lenders sold loan products to the Plaintiffs which were money purchase loans for the purpose of purchasing real property not exempt by 15 USCA § 1603(3).

280. The Originating Lenders willfully and knowingly or inadvertently failed to make timely and/or accurate material disclosures in connection with the credit terms of the subject real property loans.

281. Specifically, the Originating Lenders willfully and knowingly or inadvertently failed to make timely material disclosures as contemplated by 15 USC §1601 *et seq.* and 12 CFR § 226.19 or, alternatively, failed to accurately comply with the specific disclosure requirements contemplated by 15 USC §1601 *et seq.* and 12 CFR §§ 226.17 and 226.18.

282. By way of example, the Originating Lenders failed to accurately disclose, *inter alia*, the annual percentage rate, the amount financed, the finance charges, and rescission rights.

283. As a result of the Originating Lenders' failure to comply with the above requirements, the Plaintiffs were unable to compare the various credit terms available to them and avoid the uninformed use of credit.

284. The Plaintiffs, having the knowledge and experience of ordinary consumers, relied to their detriment on the credit terms that were disclosed by these Originating Lenders.

285. As a direct and proximate result of these Defendants' violations of the Truth In Lending Act, the Plaintiffs have suffered damages in an amount to be proven at trial.

286. Pursuant to 15 USCA § 1640, Plaintiffs are entitled to (a) \$2,000 or twice the finance charges per Defendant, (b) actual damages, (c) court costs, and (d) reasonable attorneys' fees.

287. Pursuant to 15 USCA § 1611, Plaintiffs are also entitled to \$5,000 per Defendant.

TWENTY-EIGHTH CLAIM FOR RELIEF

(Violation of Colorado Consumer Protection Act vs. Mastiff, Pfeifer, Swigart, Ackerman, ACT, D. Pope, T. Pope, Rightmer, Riley, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and the Originating Lenders)

288. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

289. Mastiff, Pfeifer, Swigart, Ackerman, ACT, D. Pope, T. Pope, Rightmer, Riley, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and the Originating Lenders engaged in and caused each other to engage in deceptive trade practices, including, but not limited to, the following:

- a. Knowingly passing off goods, services, or property as those of another;
- b. Knowingly making a false representation as to the source or certification of goods, services, or property;
- c. Knowingly making a false representation as to the characteristics, uses, benefits, or quantities of goods, services, or property or a false representation as to the sponsorship, approval, status, affiliation, or connection of a person therewith;
- d. Advertising goods, services, or property with intent not to sell them as advertised;

e. Contriving, preparing, setting up, operating, publicizing by means of advertisements, or promoting a pyramid promotional scheme;

f. Failing to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale and such failure to disclose such information was intended to induce the Plaintiffs to enter into a transaction;

g. Making a false promise or misrepresentation or concealing an essential or material fact to entice the Plaintiff or lender to enter into a mortgage agreement when Defendants knew or reasonably should have known of such falsity, misrepresentation or concealment in violation of C.R.S. § 38-40-105;

h. Knowingly and with intent to defraud present, cause to be presented, or prepare with knowledge or belief that it will be presented to or by a lender or an agent thereof a written statement or information in support of a mortgage loan application that Defendants know to contain false information concerning any fact material thereto or knowingly and with intent to defraud or mislead concealing information concerning any fact material thereto in violation of C.R.S. § 38-40-105;

i. Failing to timely provide the Plaintiffs with draft copies of the mortgage loan agreement and all other documents material to the transaction in violation of C.R.S. § 38-40-105, 12 USCA § 2604, 15 USC §1601 *et seq.*, and 12 CFR §§ 226.17, 226.18, and 226.19.

j. Improperly providing the Plaintiffs with mortgage loan agreements containing false dates or blank spaces and improperly making changes to material

terms of the agreements or any accompanying documents in advance of closing in violation of C.R.S. § 38-40-105;

k. Knowingly submitting a false or misleading appraisal in connection with a dwelling offered as security for repayment of a mortgage loan in violation of C.R.S. § 6-1-717;

l. Directly or indirectly compensating, coercing, or intimidating an appraiser, or attempting, directly or indirectly, to compensate, coerce, or intimidate an appraiser, for the purpose of influencing the independent judgment of the appraiser with respect to the value of a dwelling offered as security for repayment of a mortgage loan in violation of C.R.S. § 6-1-717;

m. Knowingly recommending or inducing the Plaintiffs to enter into a transaction that does not have a reasonable, tangible net benefit to the Plaintiffs, considering all of the circumstances, including the terms of the loans, the cost of the loans, and the Plaintiffs' circumstances, in violation of C.R.S. § 12-61-904.5;

n. Failing to make a reasonable inquiry concerning the Plaintiffs' current and prospective income, existing debts and other obligations, and any other information known to the mortgage broker and, after making such inquiry, failing to utilize their best efforts to recommend, broker, or originate a residential mortgage loan that takes into consideration the information submitted by the Plaintiffs in violation of C.R.S. § 12-61-904.5;

290. The above deceptive trade practices were made by these Defendants in an attempt to induce the Plaintiffs to act or refrain from acting on the basis of false or misleading information.

291. The above deceptive trade practices were made by these Defendants either with knowledge of their untruth, or recklessly and willfully without regard to the consequences, and with intent to mislead and deceive the Plaintiffs.

292. The above deceptive trade practices occurred in the course of these Defendants' business, vocation, or occupation.

293. The above deceptive trade practices significantly impacted the public as actual or potential consumers of these Defendants' goods, services, or property.

294. The Plaintiffs suffered injury in fact to their legally protected interests.

295. As a direct and proximate result of these Defendants' deceptive trade practices as outlined above, the Plaintiffs have suffered damages in an amount to be proven at trial.

TWENTY-NINTH CLAIM FOR RELIEF

(Civil Conspiracy vs. Mastiff, Pfeifer, Swigart, Ackerman, ACT, D. Pope, T. Pope, Rightmer, Riley, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and the Originating Lenders)

296. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

297. There were agreements and understandings between and among Mastiff, Pfeifer, Swigart, Ackerman, ACT, D. Pope, T. Pope, Rightmer, Riley, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and the Originating Lenders to engage in the conduct alleged herein to be wrongful.

298. Specifically, these Defendants collectively engaged in an agreed-upon scheme to entice the Plaintiffs into investing their money, names, and good credit into real properties with inflated appraisal values upon the promise of lucrative financial gain, but was, in fact, solely devised to churn unearned fees, kickbacks and other fraudulent and illegal profits.

299. These Defendants had a meeting of the minds to accomplish the goals enunciated above.

300. Defendants' conduct as indicated above, including, but not limited to, paragraphs 138a through m, 142a through q, 148a through d, 152a through q, 158a through b, 162a through b, 238a through h, and 255a through m, constitute unlawful overt acts committed in furtherance of the conspiracy by and among these Defendants.

301. As a direct and proximate result of these Defendants' conspiracy, the Plaintiffs have suffered damages in an amount to be proven at trial.

THIRTIETH CLAIM FOR RELIEF

(Violation of the Racketeer Influenced and Corrupt Organizations Act, 18 USCA § 1961, et seq., vs. Mastiff, Pfeifer, Swigart, Ackerman, ACT, D. Pope, T. Pope, Rightmer, Riley, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and the Originating Lenders)

302. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

303. Mastiff, Pfeifer, Swigart, Ackerman, ACT, D. Pope, T. Pope, Rightmer, Riley, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and the Originating Lenders are each and all enterprises within the meaning of 18 USCA §

1961(4), and together each of these entities constitute an enterprise within the meaning of 18 USCA § 1961(4).

304. As outlined above, the enterprise had an ongoing organization and structure within the enterprise in order to accomplish the common goal.

305. Each Defendant, as a member of the enterprise, played a role, as outlined above, consistent with the organization structure, to further its activities, common purpose, and common goal.

306. Each Defendant, as a member of the enterprise, either directed, implemented, and participated in some fashion in the operation or management of the enterprise in furthering the common goal and was motivated by, and received, some form of economic, competitive, political and promotional benefit.

307. Defendants and others have engaged in the same or similar pattern of racketeering activity against other consumers including, without limitation, consumers lured into fraudulent investment schemes initiated by Riley and D. Pope on an ongoing basis.

308. The activities of each and all of these enterprises, as well as the activities of all of them together as a separate enterprise, affect interstate commerce.

309. Defendants agreed to and did acquire and maintain control over said enterprises through a pattern of racketeering activities in violation of 18 USCA § 1962(b).

310. Defendants, being associated with said enterprises, agreed to and did conduct and/or participate in said enterprises' affairs through patterns of racketeering

activities in violation of 18 USCA § 1962(c) including, but not limited to, the conduct outlined in paragraphs 138a through m, 142a through q, 148a through d, 152a through q, 158a through b, 162a through b, 238a through h, and 255a through m above.

311. The above patterns of racketeering activities included a continuous pattern and practice involving all of the activities set forth above as well as other activities.

312. The above patterns and practices of racketeering activities also included numerous acts of mail and wire fraud punishable as felonies under federal law, 18 USCA §§ 1341 and 1343, respectively, as an integral part of their fraudulent scheme.

313. Defendants regularly used the United States mail in furtherance of their pattern of racketeering activity and collection of unlawful debt and to otherwise defraud the Plaintiffs including, but not limited to, mailing fraudulent loan documents referred to above, and obtaining credit information, contracts and payments by mail.

314. Defendants regularly used the interstate electronic mail and telephone system in furtherance of their pattern of racketeering activity and collection of unlawful debt and to otherwise defraud Plaintiffs including, but not limited to, making telephone calls to arrange for the preparation and approval of fraudulent loan documents, e-mailing the fraudulent loan documents, obtaining credit information, obtaining and verifying asset information, and arranging appointments to close loans.

315. Plaintiffs and others were injured in their businesses, business opportunities, employment, employment opportunities, and property by reason of the conduct set forth herein.

316. Defendants unlawfully have engaged in the racketeering activities set forth in the preceding averments and, on information and belief, on at least two occasions during the last, past 10 years, through a pattern of racketeering activity, and have acquired directly and indirectly control of the named enterprises, who have engaged said pattern of racketeering activity in and whose activities affect interstate commerce.

317. Defendants, who either are employed by or who are associated with those racketeering enterprises, have conducted those enterprises through a pattern of racketeering activity, as set forth above.

318. As a direct and proximate result of these Defendants' pattern of racketeering activity, the Plaintiffs have suffered damages in an amount to be proven at trial.

THIRTY-FIRST CLAIM FOR RELIEF

(Violation of the Racketeer Influenced and Corrupt Organizations Act, 18 USCA § 1962(d), vs. Mastiff, Pfeifer, Swigart, Ackerman, ACT, D. Pope, T. Pope, Rightmer, Riley, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and the Originating Lenders)

319. Plaintiffs re-allege and re-aver each and every item and allegation above as if fully set forth herein.

320. Mastiff, Pfeifer, Swigart, Ackerman, ACT, D. Pope, T. Pope, Rightmer, Riley, Williams Title, Legacy Title, Title Company of Denver, Metro Denver Title, and the Originating Lenders unlawfully have conspired and agreed, as set forth above, to violate the provisions of 18 USCA § 1962(b), (c) and (d).

321. Specifically, each Defendant knowingly associated itself with the larger enterprise and adopted the goal of furthering or facilitating the enterprise affairs.

322. Plaintiffs and others were injured in their businesses, business opportunities, employment, employment opportunities, and/or property by reason of the conduct set forth above and, as a result, Plaintiffs are entitled to treble damages.

323. As a direct and proximate result of these Defendants' conspiracy, the Plaintiffs have suffered damages in an amount to be proven at trial.

WHEREFORE, Plaintiffs pray for judgment in their favor and against the Defendants in an amount sufficient to fully compensate Plaintiffs for all of their damages, losses and injuries as follows:

a. Awarding Plaintiffs such actual, compensatory, special, consequential, and incidental damages as they have suffered as a result of the wrongful conduct described in the Claims for Relief set forth above;

b. Awarding Plaintiffs three times its actual damages against Defendants, plus costs and attorney fees, pursuant to 15 U.S.C. § 1601, et seq., and Regulation Z, 12 CFR 226, 12 U.S.C. § 2601 et seq., and Regulation X, 24 CFR 3500, 18 USCA § 1964, and other applicable statutory law;

c. Awarding Plaintiffs statutory and civil penalties pursuant to 15 U.S.C. § 1601, et seq., and Regulation Z, 12 CFR 226, 12 U.S.C. § 2601 et seq., and Regulation X, 24 CFR 3500, 18 USCA § 1964, C.R.S. § 12-61-910, and other applicable statutory law;

d. Awarding Plaintiffs punitive damages in an amount to be determined at trial;

e. Imposing equitable remedies against Defendants based upon the revenue Defendants ACT, D. Pope, T. Pope, and Rightmer improperly acquired from their mismanagement of the subject real properties, including a constructive trust, an equitable lien, and an accounting of any profits gained unlawfully by these Defendants;

f. Adjudicating the rights of all parties with respect to the real properties described above and quieting the title in favor of the Plaintiffs in and to such real property;

g. Alternatively, rescinding the purchases and loan transactions associated with the subject properties and loans, and restoring Plaintiffs to their positions prior to such transactions, pursuant to 15 USCA § 1635.

h. Awarding Plaintiffs all costs they have incurred and will incur in this action, including expert witness fees and attorneys' fees pursuant to applicable law, together with pre-judgment and post-judgment interest; and

i. Awarding such other and further relief as is necessary and appropriate to remedy the harms inflicted by Defendants and losses incurred by these Plaintiffs so as to fully and properly vindicate the cognizable rights and interests of the Plaintiffs.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

DATED this 7th day of April, 2008.

TAUB & TAUB, P.C.

s/ Dena R. Taub

Richard F. Taub

Dena R. Taub

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on this 7th day of April, 2008, a copy of the foregoing **FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL** was electronically filed with the Clerk of Court using the CM/ECF system which will send notification of such filing to the following e-mail addresses:

Hathorne A. Burnham, Esq.
301 18th Street, West End
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Attorneys for Ron Ackerman

Martin J. Plank, Esq.
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Denver, CO 80210
mplank@DnvrLaw.com
Attorney for Donald and Tanya Pope, Linda Rightmer and Act Investments

Additionally, I, the undersigned, hereby certify that on this 7th day of April, 2008, a copy of the foregoing pleading was electronically filed with the Clerk of Court using the CM/ECF system, and I hereby certify that I have served the documents via U.S. First Class Mail to the following:

Charles R. Swigart
16525 East Hialeah Drive
Centennial, Colorado 80015-4115

Mastiff Financial Group, LLC
dba Mastiff Home Loans
c/o Charles Robert Swigert, Registered Agent
16525 East Hialeah Drive
Centennial, Colorado 80015-4115

Entrust Mortgage, Inc.
c/o Geoff Babbitt, Registered Agent
304 Inverness Way South, Suite 405
Englewood, Colorado 80112-5841

s/ Avery L. Swoyer
Avery L. Swoyer

ORIGINATING LENDER SPREADSHEET

CLOSING DOC INFORMATION

PROPERTY INFORMATION

Original Funding Lender,
Address, phone

CLIENT NAME
Property No.
Prop Address

Hill, JC (Jam)	1	2130 Braun Drive, Golden, Co 80401	Entrust Mortgage, Inc. 304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, JC (Jam)	1	2130 Braun Drive, Golden, Co 80401	Entrust Mortgage, Inc. 304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, JC (Jam)	2	3932 So. Ensenada Ct, Aurora, Co 80013	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, JC (Jam)	2	3932 So. Ensenada Ct, Aurora, Co 80013	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, JC (Jam)	3	19471 E. Brunswick Dr., Aurora, Co 80013	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, JC (Jam)	3	19471 E. Brunswick Dr., Aurora, Co 80013	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, JC (Jam)	4	4126 So. Pagosa Ct, Aurora, Co 80013	Entrust Mortgage, Inc. 304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, JC (Jam)	4	4126 So. Pagosa Ct, Aurora, Co 80013	Entrust Mortgage, Inc. 304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, JC (Jam)	5	16469 E. Evans Ave, Aurora, Co 80013	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, JC (Jam)	5	16469 E. Evans Ave, Aurora, Co 80013	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, JC (Jam)	6	12210 Monaco Drive, Brighton, Co 80602	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, JC (Jam)	6	12210 Monaco Drive, Brighton, Co 80602	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, JC (Jam)	7	3073 West Pimlico, Englewood, Co 80120	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, JC (Jam)	7	3073 West Pimlico, Englewood, Co 80120	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, JC (Jam)	8	2163 S. Meade St, Denver, CO	Entrust Mortgage, Inc. 304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, JC (Jam)	8	2163 S. Meade St, Denver, CO	Entrust Mortgage, Inc. 304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, JC (Jam)	9	9632 Moss Rose, Littleton, Co 80129	Homecomings Financial Network Inc. 14850 Quorum Drive, Ste 500 Dallas, TX 75254 1-972-386-0550
Hill, JC (Jam)	9	9632 Moss Rose, Littleton, Co 80129	Homecomings Financial Network Inc. 14850 Quorum Drive, Ste 500 Dallas, TX 75254 1-972-386-0550
Stokes, DH (I)	10	19412 E. Iowa Circle, Aurora, CO 80017	Silver State Financial Services, Inc., 2485 Village View Dr, 3rd Floor, Henderson, NV 89074, 702-898-7791
Stokes, DH (I)	10	19412 E. Iowa Circle, Aurora, CO 80017	Silver State Financial Services, Inc., 2485 Village View Dr, 3rd Floor, Henderson, NV 89074, 702-898-7791
Stokes, DH (I)	11	5141 Perth St., Denver CO 80249	Security National Mortgage Company 5690 DTC BLVD, Suite 230E Greenwood Village, CO 80111
Stokes, DH (I)	12	249 N. Catawba Ct., Aurora, CO 80018	Silver State Financial Services, Inc., 2485 Village View Dr, 3rd Floor, Henderson, NV 89074, 702-898-7791
Stokes, DH (I)	12	249 N. Catawba Ct., Aurora, CO 80018	Silver State Financial Services, Inc., 2485 Village View Dr, 3rd Floor, Henderson, NV 89074, 702-898-7791
Stokes, DH (I)	13	11302 W. 107th Ave., Westminster, CO 80021	Security National Mortgage Company 5690 DTC BLVD, Suite 230E Greenwood Village, CO 80111
Stokes, DH (I)	14	4135 Gibraltar St., Denver, CO 80249	Silver State Financial Services, Inc., 2485 Village View Dr, 3rd Floor, Henderson, NV 89074, 702-898-7791
Stokes, DH (I)	14	4135 Gibraltar St., Denver, CO 80249	Silver State Financial Services, Inc., 2485 Village View Dr, 3rd Floor, Henderson, NV 89074, 702-898-7791
Hill, D (Denni)	15	4645 W. 61st Place Arvada, Colorado 80003	Option One Mortgage Corporation 22630 Davis Drive, Sterling, VA 20164 1-571-262-8900
Hill, D (Denni)	15	4645 W. 61st Place Arvada, Colorado 80003	Option One Mortgage Corporation 22630 Davis Drive, Sterling, VA 20164 1-571-262-8900

ORIGINATING LENDER SPREADSHEET

Hill, D (Denni)	16	10912 Alvin Drive Northglenn, CO 80233	Fieldstone Mortgage Company 1700 Broadway, Ste 1215 Denver, Co. 80293 303-861-2900
Hill, D (Denni)	16	10912 Alvin Drive Northglenn, CO 80233	Fieldstone Mortgage Company 1700 Broadway, Ste 1215 Denver, Co. 80293 303-861-2900
Hill, D (Denni)	17	1484 South Cathay Way Aurora, CO. 80017-4442	Homecomings Financial Network Inc. 14850 Quorum Drive, Ste 600 Dallas, TX 75254 1-972-386-0550
Hill, D (Denni)	17	1484 South Cathay Way Aurora, CO. 80013	Homecomings Financial Network Inc. 14850 Quorum Drive, Ste 600 Dallas, TX 75254 1-972-386-0550
Hill, D (Denni)	18	17846 E. Colgate Place Aurora, CO. 80013	Entrust Mortgage, Inc. 304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, D (Denni)	18	17846 E. Colgate Place Aurora, CO. 80013	Entrust Mortgage, Inc. 304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, D (Denni)	19	1460 S. Eaton Street Lakewood, CO. 80232	BNC Mortgage, Inc. 1901 Main Street Irvine, CA 92614 1-800-587-0371
Hill, D (Denni)	20	6261 East Iowa Ave Denver, CO. 80224	GreenPoint Mortgage Funding, Inc Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Hill, D (Denni)	20	6261 East Iowa Ave Denver, CO. 80224	GreenPoint Mortgage Funding, Inc Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Hill, D (Denni)	21	5842 S. Lisbon Way Centennial, CO. 80015	South Star Funding 400 Northridge Road, Suite 1000, Atlanta, GA 30350
Hill, D (Denni)	22	17156 E. Nassau Place Aurora, CO. 80013	BNC Mortgage, Inc. 1901 Main Street Irvine, CA 92614 1-800-587-0371
Hill, D (Denni)	23	17165 E. Nassau Place Aurora, CO. 80013	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, D (Denni)	23	17165 E. Nassau Place Aurora, CO. 80013	Option One Mortgage Corp 22630 Davis Drive, Ste 300 Sterling, VA 20164 1-571-262-8900
Hill, D (Denni)	24	10448 Ogden Street Northglenn, CO. 80233	Fieldstone Mortgage Company 1700 Broadway, Ste 1215 Denver, Co. 80293 303-861-2900
Hill, D (Denni)	24	10448 Ogden Street Northglenn, CO. 80233	Fieldstone Mortgage Company 1700 Broadway, Ste 1215 Denver, Co. 80293 303-861-2900
Hill, D (Denni)	25	4818 S. Pagosa Circle Aurora, CO. 80015	Option One Mortgage Corporation 22630 Davis Drive, Sterling, VA 20164 1-571-262-8900
Hill, D (Denni)	25	4818 S. Pagosa Circle Aurora, CO. 80015	Option One Mortgage Corporation 22630 Davis Drive, Sterling, VA 20164 1-571-262-8900
Hill, D (Denni)	26	17606 E. Progress Drive Centennial, CO. 80015	Entrust Mortgage, Inc. 304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, D (Denni)	26	17606 E. Progress Drive Centennial, CO. 80015	Entrust Mortgage, Inc. 304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, D (Denni)	27	3982 S. Quintero Way Aurora, CO. 80013	GreenPoint Mortgage Funding, Inc Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Hill, D (Denni)	27	3982 S. Quintero Way Aurora, CO. 80013	GreenPoint Mortgage Funding, Inc Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Hill, D (Denni)	28	13391 Randolph Place Denver, Colorado 80239	Option One Mortgage Corp. 22630 Davis Drive, Ste 300 Sterling, VA 20164
Hill, D (Denni)	28	13391 Randolph Place Denver, Colorado 80239	Option One Mortgage Corp. 22630 Davis Drive, Ste 300 Sterling, VA 20164
Hill, D (Denni)	29	982 S. Wheeling Street, Aurora, CO 80012	Option One Mortgage Corp. 22630 Davis Drive, Ste 300 Sterling, VA 20164
Hill, D (Denni)	29	982 S. Wheeling Street, Aurora, CO 80012	Option One Mortgage Corp. 22630 Davis Drive, Ste 300 Sterling, VA 20164
Stokes, JD (J)	30	19859 E. Prentice Pl. Centennial, CO 80015	Security National Mortgage Company 5690 DTC BLVD, Suite 230E Greenwood Village, CO 80111
Stokes, JD (J)	31	4995 Perth St., Denver, CO 80249	Security National Mortgage Company 5690 DTC BLVD, Suite 230E Greenwood Village, CO 80111
Stokes, JD (J)	31	4995 Perth St., Denver, CO 80249	Security National Mortgage Company 5690 DTC BLVD, Suite 230E Greenwood Village, CO 80111
Stokes, JD (J)	32	19326 E. Purdue Circle Aurora, CO 80013	New Line Mortgage 4516 South 700 East #200 Salt Lake City, Utah 84107
Stokes, JD (J)	32	19326 E. Purdue Circle Aurora, CO 80013	New Line Mortgage 4516 South 700 East #200 Salt Lake City, Utah 84107
Stokes, JD (J)	33	2513 S. Genoa St., Aurora, CO 80013	New Line Mortgage 4516 South 700 East #200 Salt Lake City, Utah 84107
Stokes, JD (J)	33	2513 S. Genoa St., Aurora, CO 80013	New Line Mortgage 4516 South 700 East #200 Salt Lake City, Utah 84107
Stokes, JD (J)	34	821 Clay St., Denver, CO 80219	Sebring Capital Partners, Limi 304 Inverness Way South #150 Englewood, CO. 80012
Stokes, JD (J)	34	821 Clay St., Denver, CO 80219	Sebring Capital Partners, Limi 304 Inverness Way South #150 Englewood, CO. 80012
Stokes, JD (J)	35	2540 S. Kittredge Ct., Aurora, CO 80013	Sebring Capital Partners, Limi 304 Inverness Way South #150 Englewood, CO. 80012

ORIGINATING LENDER SPREADSHEET

Stokes, JD (J	35	2540 S. Kittredge Ct., Aurora, CO. 80013	Sebring Capital Partners, Limi	304 Inverness Way South #150 Englewood, CO. 80012
Stokes, JD (J	36	3033 Hudson St., Denver, CO 80207	GreenPoint Mortgage Funding, Inc	Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Stokes, JD (J	36	3033 Hudson St., Denver, CO 80207	GreenPoint Mortgage Funding, Inc	Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Hill, BE (Bre	37	3494 S. Dexter Street, Denver, Colorado 80222	BNC Mortgage, Inc.	1901 Main Street Irvine, CA 92614 1-800-587-0371
Hill, BE (Bre	38	1117 S. Flower Circle, Lakewood, CO. 80232	America's Wholesale Lender Branch # 0009164	5613 DTC Parkway, Ste 700 Greenwood Village, CO. 80111 720-200-6000
Hill, BE (Bre	39	4227 S. Halifax Court, Aurora, CO. 80013-4585	Entrust Mortgage, Inc.	304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, BE (Bre	39	4227 S. Halifax Court, Aurora, CO. 80013-4585	Entrust Mortgage, Inc.	304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, BE (Bre	40	9399 Nichols Drive, Littleton, Colorado 80128	Option One Mortgage Corp.	10333 E. Dry Creek Road, Ste 220 Englewood, CO. 80112 303-566-6400
Hill, BE (Bre	41	19477 E. Purdue Circle, Aurora, CO. 80013	America's Wholesale Lender Branch # 0009164	5613 DTC Parkway, Ste 700 Greenwood Village, CO. 80111 720-200-6000
Hill, BE (Bre	42	7372 S. Quince Street, Centennial, CO 80111	Fieldstone Mortgage Company	1700 Broadway, Ste 1215 Denver, CO. 80290 303-861-2900
Hill, BE (Bre	42	7372 S. Quince Street, Centennial, CO 80111	Fieldstone Mortgage Company	1700 Broadway, Ste 1215 Denver, CO. 80290 303-861-2900
Hill, BE (Bre	43	1015 S. Urauan Court, Aurora, CO. 80017	Entrust Mortgage, Inc.	304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, BE (Bre	43	1015 S. Urauan Court, Aurora, CO. 80017	Entrust Mortgage, Inc.	304 Inverness Way South, Suite #405 Englewood, CO 80112 303-376-7290
Hill, BE (Bre	44	5558 Yuba Way, Denver, CO. 80239	BNC Mortgage, Inc.	1901 Main Street Irvine, CA 92614 1-800-587-0371
Simmons, H (	45	4183 E. 118th Ave Thornton, CO. 80233	New Line Mortgage	4516 South 700 East #200 Salt Lake City, Utah 84107
Simmons, H (	45	4183 E. 118th Ave Thornton, CO. 80233	New Line Mortgage	4516 South 700 East #200 Salt Lake City, Utah 84107
Simmons, H (	46	2900 W. 4th Ave, Denver, CO. 80219	Option One Mortgage Corp.	10333 E. Dry Creek Road, Ste 220 Englewood, CO. 80112 303-566-6400
Simmons, H (	47	19711 E. Balls Place, Aurora, CO. 80017	Option One Mortgage Corp.	10333 E. Dry Creek Road, Ste 220 Englewood, CO. 80112 303-566-6400
Simmons, H (	48	5087 Crystal Way Denver, CO. 80239	New Line Mortgage	4516 South 700 East #200 Salt Lake City, Utah 84107
Simmons, H (	48	5087 Crystal Way Denver, CO. 80239	New Line Mortgage	4516 South 700 East #200 Salt Lake City, Utah 84107
Simmons, H (	49	19690 E. Dartmouth Pl. Aurora, CO. 80013	Fieldstone Mortgage Company	11000 Brokenland Parkway #600, Columbia, MD 21044
Simmons, H (	49	19690 E. Dartmouth Pl. Aurora, CO. 80013	Fieldstone Mortgage Company	11000 Brokenland Parkway #600, Columbia, MD 21044
Simmons, H (	50	3895 S. Fraser Street, Aurora, CO. 80014	South Star Funding	400 Northridge Road, Suite 1000, Atlanta, GA 30350
Simmons, H (	51	60 S. Fenton Street, Lakewood, CO. 80226	Option One Mortgage Corp.	10333 E. Dry Creek Road, Ste 220 Englewood, CO. 80112 303-566-6400
Simmons, H (	52	3000 S. Grape Way, Denver, CO. 80222	Fieldstone Mortgage Company	11000 Brokenland Parkway #600, Columbia, MD 21044
Simmons, H (	52	3000 S. Grape Way, Denver, CO. 80222	Fieldstone Mortgage Company	11000 Brokenland Parkway #600, Columbia, MD 21044
Simmons, H (	53	8071 S. Holland Court, Littleton, CO. 80128	GreenPoint Mortgage Funding, Inc	Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Simmons, H (	53	8071 S. Holland Court, Littleton, CO. 80128	GreenPoint Mortgage Funding, Inc	Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Simmons, H (	54	1820 Pecos Way, Thornton, CO. 80221	GreenPoint Mortgage Funding, Inc	Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Simmons, H (	54	1820 Pecos Way, Thornton, CO. 80221	GreenPoint Mortgage Funding, Inc	Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Simmons, H (	55	1100 S. Perry Street Denver, CO. 80219	Option One Mortgage Corp.	10333 E. Dry Creek Rd., Ste 220 Englewood, CO. 80112 303-566-6400
Simmons, H (	56	5003 S. Richfield Circle Aurora, CO. 80015	GreenPoint Mortgage Funding, Inc	Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Simmons, H (	56	5003 S. Richfield Circle Aurora, CO. 80015	GreenPoint Mortgage Funding, Inc	Stanford Place 1 8055 East Tufts Avenue, Suite 700, Denver, CO 80237 303-804-7500
Simmons, H (	57	5052 Titan Way, Denver, CO. 80239	Option One Mortgage Corp.	10333 E. Dry Creek Rd., Ste 220 Englewood, CO. 80112 303-566-6400
McWilliams, ,	58	19988 E. 40th Place, Denver, CO. 80249	New Line, need address	

