
Exhibit H

Plea Agreement of Robert McCoy- page 15 of 19

Property Addresses	Restitution Amount	Joint & Several With	Address for Victim
25988 Fitzroy Street, Westlake, Ohio 44145	\$355,500	Timothy Holman, Paula Nezat, Reda Maxie and Melvin Jackson	Master Financial, c/o Saxon Mortgage Services, Inc., 4708 Mercantile Dr., N Fort Worth, TX 76137
3782 E.151st Street, Cleveland, Ohio 44128	\$53,166	Stephen S. Holman, Timothy Holman, Deborah Jordan, Paula Nezat, Reda Maxie and Rolante Brown	Argent c/o Deutsche Bank National Trust Co., as trustee for AMC Mortgage Services, Inc., 505 City Parkway West, Suite 100, Orange, CA 92602
1415 E.53rd Street, Cleveland, Ohio 44103	\$45,664	Stephen S. Holman, Timothy Holman, Jeffery S. Brown, Jr., Deborah Jordan, Paula Nezat and Reda Maxie	Long Beach, c/o FDIC Recovery P.O. Box 971774 Dallas, TX 75397-1774

OTHER PROVISIONS

27. **Financial Statement.** Upon request, Defendant agrees to submit to the USAO, prior to the date of sentencing, a complete and accurate financial statement on government form CMS-379, as modified by the USAO.

28. **Agreement Silent About Matters Not Expressly Addressed.** This agreement is silent about all aspects of the determination of sentence not expressly addressed herein, and the parties are free to advise the Court of facts and to make

Defendant's Initials *RM*



Cuyahoga County Treasurer
 2079 East 9th Street Cleveland, OH 44115
 For Assistance, Call 216.443.7420 or
 Ohio Relay Service 711 (Hearing Impaired)

Real Estate Taxes For Second Half of 2022

Parcel Number	Property Owner
213-21-047	KODGER, WILLIAM G. & LESE ANN

Parcel Address	Property Description
25988 FITZROY ST, CLEVELAND, OH 44145	67 VICTORIA ESTATES 0020

Market Value	35% Taxable Value	Homestead Exempt	Property Class
LAND 116,000	LAND 40,600		SINGLE FAMILY DWELLING
BUILDING 607,500	BUILDING 212,630		
TOTAL 723,500	TOTAL 253,230		

Taxing District	Tax Rate	Reduction Factor	Effective Tax Rate
Westlake	103.75	.412931	60.90839

Tax Calculations	
REAL ESTATE TAXES	26,272.62
LESS TAX REDUCTION	-10,848.78
SUBTOTAL	15,423.84
LESS NON-BUSINESS CREDIT	-1,293.40
LESS OWNER OCCUPANCY CREDIT	-323.34
NET REAL ESTATE TAX	13,807.10
TOTAL CURRENT TAX	13,807.10
LESS PAYMENTS	6,903.55
TOTAL DUE	6,903.55
Current Due	
6,903.55	

Second Half Due Date: 07/20/2023
 If taxes are not paid by the date indicated above, a 10% penalty shall be applied without further notice.

.....
 Detach here. Return bottom portion with your payment. Keep top portion for your records.



Cuyahoga County Treasurer
 2079 East 9th Street Cleveland, OH 44115
 For Assistance, Call 216.443.7420 or
 Ohio Relay Service 711 (Hearing Impaired)

Current Taxes Due For Year 2022

Amount Due	Parcel Number
6,903.55	213-21-047
Write Amount Paid Here	

MAKE CHECKS PAYABLE TO:
CUYAHOGA COUNTY TREASURER
 P.O. BOX 94547
 CLEVELAND, OH 44101-4547

[skip to main content](#)[Print](#)**CASE INFORMATION****CV-07-621112 SAXON MORTGAGE SERVICES INC. vs. MELVIN JACKSON ETAL****Case Parties**

PLAINTIFF (1) SAXON MORTGAGE SERVICES INC
4708 MERCANTILE DRIVE NORTH
FORT WORTH, TX 76137-0000

ATTORNEY DAVID F. HANSON (0059580)
P.O. BOX 165028
COLUMBUS, OH 43216-0000
Ph: 614-222-4919
Answer Filed: N/A

DEFENDANT (1) MELVIN JACKSON
1439 E 175TH ST
CLEVELAND, OH 44110-0000

DEFENDANT (2) SHAUNTE JACKSON
1439 E 175TH ST
CLEVELAND, OH 44110-0000

DEFENDANT (3) THOMAS E. SKLIROS
26670 DETROIT RD
WESTLAKE, OH 44145-0000

ATTORNEY NICOLETA CANDREA (0078910)
13200 ENTERPRISE AVE
CLEVELAND, OH 44135-0000
Ph: 216-265-1000
Answer Filed: N/A

DEFENDANT (4) MARVIN EADEH
105 CERVANTES COURT
COTATI, CA 94931-0000

DEFENDANT (5) MARY EADEH
105 CERVANTES COURT
COTATI, CA 94931-0000

DEFENDANT (6) FIFTH THIRD BANK SUCCESSOR IN
INTEREST TO FIFTH THIRD BANK
(NORTHEASTERN OHIO) ATTENTION:
LEGAL DEPARTMENT
MAIL DROP: 10AT76
38 FOUNTAIN SQUARE PLAZA
CINCINNATI, OH 45263-0000

ATTORNEY KIMBERLY L STRAUSS (0075709)
180 MAIDEN LANE
27TH FLOOR
NEW YORK, NY 10038
Ph: 866-249-1137
Answer Filed: N/A

Only the official court records available from the Cuyahoga County Clerk of Courts, available in person, should be relied upon as accurate and current.

[Website Questions or Comments.](#)

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Cuyahoga County Treasurer
 2079 East 9th Street Cleveland, OH 44115
 For Assistance, Call 216.443.7420 or
 Ohio Relay Service 711 (Hearing Impaired)

Real Estate Taxes For Second Half of 2022

Parcel Number	Property Owner
139-13-068	Hundinlieb-Marksz, Peninnah H

Parcel Address	Property Description
3782 E 151 St, Cleveland, OH 44120	61 SHOVLK 0571 ALL

Market Value	35% Taxable Value	Homestead Exempt	Property Class
LAND 9,300	LAND 3,260		SINGLE FAMILY DWELLING
BUILDING 51,000	BUILDING 17,850		
TOTAL 60,300	TOTAL 21,110		

Taxing District	Tax Rate	Reduction Factor	Effective Tax Rate
Cleveland	128.23	.346704	83.772143

Tax Calculations	
REAL ESTATE TAXES	2,706.94
LESS TAX REDUCTION	-938.50
SUBTOTAL	1,768.44
LESS NON-BUSINESS CREDIT	-141.16
NET REAL ESTATE TAX	1,627.28
TOTAL CURRENT TAX	1,627.28
LESS PAYMENTS	1,627.28
TOTAL DUE	0.00
Current Due	
0.00	

Second Half Due Date: 07/20/2023
 If taxes are not paid by the date indicated above, a 10% penalty shall be applied without further notice.

.....
 Detach here. Return bottom portion with your payment. Keep top portion for your records.



Cuyahoga County Treasurer
 2079 East 9th Street Cleveland, OH 44115
 For Assistance, Call 216.443.7420 or
 Ohio Relay Service 711 (Hearing Impaired)

Current Taxes Due For Year 2022

Amount Due	Parcel Number
0.00	139-13-068
Write Amount Paid Here	

MAKE CHECKS PAYABLE TO:
CUYAHOGA COUNTY TREASURER
 P.O. BOX 94547
 CLEVELAND, OH 44101-4547

[skip to main content](#)

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CASE INFORMATION

CV-05-578482 WELLS FARGO BANK NA vs. RALONTE Z. BROWN AKA ETC ETAL

Case Parties

PLAINTIFF (1) WELLS FARGO BANK NA ON BEHALF OF THE CERTIFICATEHOLDERS PARK PLACE SECURITIES INC ASSET BACKED PASS THROUGH CERTIFICATES SERIES 2005-WCW1 C/O COUNTRYWIDE HOME LOANS
450 AMERICAN STREET
MSN SV 35
SIMI VALLEY, CA 93065-0000

ATTORNEY TED A HUMBERT (0022307)
495 WOLF LEDGES PKWY
AKRON, OH 44311-0000
Ph: 330-436-0300
Answer Filed: N/A

DEFENDANT (1) RALONTE Z. BROWN
3034 EAST 125TH STREET
CLEVELAND, OH 44120-0000

DEFENDANT (2) JANE DOE UNKNOWN SPOUSE IF ANY OF RALONTE Z. BROWN AKA RALONTE ZONTELIS BROWN
3034 EAST 125TH STREET
CLEVELAND, OH 44120-0000

DEFENDANT (3) MARLYNN KAY JACKSON
677 EAST 113TH STREET
CLEVELAND, OH 44108-0000

DEFENDANT (4) UNKNOWN TENANTS
3782 EAST 151ST STREET
CLEVELAND, OH 44128-0000

Only the official court records available from the Cuyahoga County Clerk of Courts, available in person, should be relied upon as accurate and current.

[Website Questions or Comments.](#)

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Cuyahoga County Treasurer
 2079 East 9th Street Cleveland, OH 44115
 For Assistance, Call 216.443.7420 or
 Ohio Relay Service 711 (Hearing Impaired)

Real Estate Taxes For Second Half of 2022

Parcel Number	Property Owner
104-11-036	BRILL, LUKE

Parcel Address	Property Description
1415 E 53 ST, Cleveland, OH 44103	130 R&H 0084 SWP

Market Value	35% Taxable Value	Homestead Exempt	Property Class
LAND 1,700	LAND 600		RESIDENTIAL VACANT LAND
BUILDING 0	BUILDING 0		
TOTAL 1,700	TOTAL 600		

Taxing District	Tax Rate	Reduction Factor	Effective Tax Rate
Cleveland	128.23	.346704	83.772143

Tax Calculations	
REAL ESTATE TAXES	76.94
LESS TAX REDUCTION	-26.68
SUBTOTAL	50.26
LESS NON-BUSINESS CREDIT	-4.02
NET REAL ESTATE TAX	46.24
TOTAL CURRENT TAX	46.24
LESS PAYMENTS	46.24
TOTAL DUE	0.00
Current Due	
0.00	

Second Half Due Date: 07/20/2023
 If taxes are not paid by the date indicated above, a 10% penalty shall be applied without further notice.

.....
 Detach here. Return bottom portion with your payment. Keep top portion for your records.



Cuyahoga County Treasurer
 2079 East 9th Street Cleveland, OH 44115
 For Assistance, Call 216.443.7420 or
 Ohio Relay Service 711 (Hearing Impaired)

Current Taxes Due For Year 2022





Amount Due	Parcel Number
0.00	104-11-036
Write Amount Paid Here	

**MAKE CHECKS PAYABLE TO:
 CUYAHOGA COUNTY TREASURER
 P.O. BOX 94547
 CLEVELAND, OH 44101-4547**

Docket Type	Docket Description	View Image	
09/21/2009 P1		OS	ORDER OF SALE RECORDED IN MICROFILM VOL 146 PAGE 313 TO PAGE 315
09/02/2009 N/A		CS	CHECK WRITTEN TO LERNER SAMPSON & ROTHFUSS FOR DOCKET ID 53173202 IN THE AMOUNT OF \$467
09/02/2009 N/A		CS	LEGAL NEWS ABSTRACT \$ 5.00
09/02/2009 N/A		CS	LEGAL NEWS FEE \$454.80
09/02/2009 N/A		SF	CLERK FEE \$5.00
09/02/2009 N/A		CS	TO COURT: 08/31/2009 PLURIES ORDER OF SALE RETURNED ENDORSED ADVERT, & SOLD TO: BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NA AS TRUSTEE FOR WASHINGTON MUTUAL ASSET-BACKED CERTIFICATES WMABS SERIES 2006-HE2 TRUST <p>.....</p> FOR \$43,334.00 DATE OF SALE 06/01/2009 SUMMARY PAID TAXES: 4,156.32 PAID COST TO CLERK: 586.40 RETAINED MY FEES HEREON: 11.00 RECIEVED FROM LASALLE BANK NA 38,580.28 TO HOLD FURTHER ORDER: 0.00 TOTAL: \$43,334.00
08/31/2009 P1		SF	DEPOSIT AMOUNT PAID SHERIFF
08/31/2009 P1		CS	COST PAYMENT \$586.40 SHERIFF
06/11/2009 N/A		JE	DECREE OF CONFIRMATION (Parcel(s) #10411036) THE SHERIFF HAVING SOLD THE PROPERTY DESCRIBED IN THE ORDER OF SALE ISSUED TO HIM, THE COURT BEING SATISFIED OF THE LEGALITY OF THE SALE AND THAT THE NOTICE OF THE SALE WAS IN ALL RESPECTS IN CONFORMITY TO LAW, APPROVES AND CONFIRMS THE SAME AND DIRECTS THE SHERIFF TO EXECUTE AND DELIVER TO BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NA AS TRUSTEE FOR WASHINGTON MUTUAL ASSET-BACKED CERTIFICATES WMABS SERIES 2006-HE2 TRUST A GOOD AND SUFFICIENT DEED THEREOF. WRIT OF POSSESSION AGAINST ALL PARTY DEFENDANTS ORDERED ISSUED TO PURCHASER. CLCAH 06/11/2009 NOTICE ISSUED

Exhibit I

[skip to main content](#)[Print](#)**CASE INFORMATION****CR-07-500286-B THE STATE OF OHIO vs. JEFFERY BROWN****Docket Information**

Proceeding Date	Filing Date	Docket Party	Docket Type	Docket Description	View Image
06/15/2020	06/15/2020	D1	SR	ORDERED JE NOTICE(41927917) SENT BY REGULAR MAIL SERVICE. TO: JEFFERY S BROWN JR 2191 EAST 46TH ST. CLEVELAND, OH 44103-0000	
06/12/2020	06/12/2020	N/A	JE	DEFENDANT'S MOTION FOR EXPUNGEMENT OF RECORD IS DENIED. DEFENDANT IS STATUTORILY INELIGIBLE. CLERK ORDERED TO SEND COPY OF THIS ORDER TO: JEFFERY BROWN 2191 EAST 46TH ST. CLEVELAND, OH 44103-0000 06/12/2020 CPDL2 06/12/2020 14:33:59	
06/11/2020	06/11/2020	P1	BR	BRIEF IN OPPOSITION TO APPLICATION FOR SEALING RECORDS OF CONVICTION, FILED. STATE'S BRIEF IN OPPOSITION TO DEFENDANT'S APPLICATION TO SEAL RECORD	
05/29/2020	05/29/2020	N/A	JE	EXPUNGEMENT REPORT RECEIVED FROM PROBATION AND FORWARDED TO THE PROSECUTOR. STATE'S RESPONSE DUE TO THE COURT 7/6/20. 05/29/2020 CPDL2 05/29/2020 12:17:20	
05/13/2020	05/13/2020	N/A	JE	EXPUNGEMENT REPORT/INVESTIGATION ORDERED. PLEASE DELIVER REPORT TO COURTROOM JC18C NO LATER THAN 06/18/2020. 05/13/2020 CPDL2 05/13/2020 08:02:45	
04/04/2020	04/04/2020	D1	MO	MOTION FOR EXPUNGEMENT OF CRIMINAL RECORD \$50, FILED. 06/12/2020 - DENIED	
04/04/2020	04/04/2020	D1	SF	PAYMENT RECEIVED OF JEFFERY S BROWN	
12/02/2011	12/05/2011	N/A	JE	PRO SE MOTION FOR JUDICIAL RELEASE DENIED CLERK ORDERED TO SEND A CERTIFIED COPY OF THIS ORDER TO: DEFENDANT, JEFFERY BROWN #572-065; NCCTF, 2000 SOUTH AVON BELDEN ROAD, GRAFTON, OH 44044 12/02/2011 CPDL2 12/02/2011 14:10:45	
12/01/2011	12/01/2011	N/A	JE	DEFENDANT PREVIOUSLY REVIEWED AND DENIED FOR REEC PARTICIPATION. 12/01/2011 CPAJL 12/01/2011 08:47:38	
10/17/2011	10/17/2011	D1	MO	MOTION FOR JUDICIAL RELEASE, FILED. PRO-SE 572-065 NORTH COAST CORR. TREATMENT FACILITY (ORAL HEARING WITH MEMORANDUM UN SUPPORT	
01/11/2011	01/11/2011	N/A	JE	MOTION TO STRIKE STATE'S OPPOSITION TO THE VERIFIED PETITION OF CLINTON DANIELS FOR REMISSION OF FORFEITED PROPERTY IS DENIED. 01/11/2011 CPDL2 01/11/2011 08:21:01	
01/07/2011	01/10/2011	N/A	JE	MOTION TO SET HEARING ON PETITIONER'S VERIFIED PETITION FOR THE REMISSION OF FORFEITED PROPERTY IS MOOT. 01/07/2011 CPJV1 01/07/2011 14:08:07	
01/07/2011	01/10/2011	N/A	JE	VERIFIED PETITION FOR THE REMISSION OF FORFEITED PROPERTY IS DENIED. 01/07/2011 CPJV1 01/07/2011 14:00:33	
12/21/2010	12/21/2010	D1	MO	MOTION TO STRIKE STATE'S OPPOSITION TO THE VERIFIED PETITIONS OF CLINTON DANIELS FOR REMISSION OF FORFEITED PROPERTY, FILED.	
12/20/2010	12/20/2010	P	MO	STATE'S OPPOSITION TO THE VERIFIED PETITIONS OF CLINTON DANIELS FOR REMISSION OF FORFEITED PROPERTY OF DEFENDANTS OSUJI AND BROWN, FILED.	
12/09/2010	12/09/2010	D1	MO	MOTION TO SET HEARING ON PETITIONER'S VERIFIED PETITION FOR THE REMISSION OF FORFEITED PROPERTY, FILED.	
11/17/2010	11/18/2010	N/A	JE	MOTION FOR JUDICIAL RELEASE DENIED AS COURT IS WITHOUT JURISDICTION DUE TO FEDERAL SENTENCE. DEFENDANT ORDERED RETURNED TO THE INSTITUTION TO COMPLETE HIS SENTENCE.	

SHERIFF ORDERED TO TRANSPORT DEFENDANT JEFFERY BROWN, DOB: 06/08/1980, GENDER: MALE, RACE: BLACK. 11/17/2010 CPDL2 11/17/2010 15:26:27

11/15/2010 11/15/2010 P MO STATE OF OHIO'S RESPONSE TO BROWN'S MOTION FOR JUDICIAL RELEASE, FILED.

11/05/2010 11/05/2010 D1 MO MOTION FOR JUDICIAL RELEASE PURSUANT TO SECTION 2929.20 O.R.C., FILED.

11/05/2010 11/08/2010 N/A JE DEFENDANT FOUND INDIGENT; ATTORNEY RICHARD MCCLURE ASSIGNED AS COUNSEL FOR REEC/JUDICIAL RELEASE HEARING SET 11/17/10 AT 1:00 PM. 11/05/2010 CPDL2 11/05/2010 13:04:36

10/29/2010 10/30/2010 N/A JE STATE'S RESPONSE TO DEFENDANT'S MOTION FOR RETURN OF PROPERTY DUE TO COURT ON OR BEFORE 11/12/10. PROSECUTOR MICHAEL JACKSON NOTIFIED BY COURT. 10/29/2010 CPDL2 10/29/2010 16:45:51

10/29/2010 10/30/2010 N/A JE COURT ORDERS DEFENDANT RETURNED TO CUYAHOGA COUNTY JAIL FROM THE NORTH COAST CORRECTIONAL TREATMENT FACILITY FOR A JUDICIAL RELEASE/REEC HEARING. DEFENDANT IS BLACK/MALE; DOB: 6/8/80; ODR# A572065. DEFENDANT ORDERED RETURNED ON OR BEFORE 11/10/10 SO COMPASS INTERVIEW CAN BE COMPLETED BEFORE HEARING SET 11/17/10 AT 1:30 PM. SHERIFF ORDERED TO TRANSPORT DEFENDANT JEFFERY BROWN, DOB: 06/08/1980, GENDER: MALE, RACE: BLACK. 10/29/2010 CPDL2 10/29/2010 14:24:14

10/28/2010 10/29/2010 N/A JE COURT IN RECEIPT OF MOTION FOR RETURN OF PROPERTY; STATE'S RESPONSE DUE ON OR BEFORE 11/9/10. 10/28/2010 CPNMR 10/28/2010 15:39:28

10/25/2010 10/25/2010 D1 MO VERIFIED PETITION FOR THE PERMISSION OF FORFEITED PROPERTY , FILED. (ORAL HEARING REQUESTED)

10/25/2010 10/26/2010 N/A JE DEFENDANT ACCEPTED TO REEC. 10/25/2010 CPDL2 10/25/2010 10:17:57

08/24/2010 08/24/2010 D1 MO MOTION FOR JUDICIAL RELEASE, FILED. ORAL HEARING REQUESTED PRO SE 572065 NORTH COAST CORR. TREATMENT FACILITY

04/14/2010 04/14/2010 N/A JE DEFENDANT'S APPLICATION FOR REEC REVIEWED; REEC DOES NOT ACCEPT THIS DEFENDANT; DEFENDANT ADVISED THAT DENIAL OF REEC PARTICIPATION IS NOT A DENIAL OF GENERAL JUDICIAL RELEASE. SHOULD THE DEFENDANT WISH TO FILE A MOTION FOR GENERAL JUDICIAL RELEASE, THE DEFENDANT IS ADVISED THAT MOTION MUST BE FILED WITH THE SENTENCING JUDGE FOR CONSIDERATION. DEFENDANT NOTIFIED BY MAIL. DEFENDANT DENIED DUE TO HAVING FEDERAL SENTENCE. 04/14/2010 CPAJL 04/14/2010 10:29:08

03/15/2010 03/16/2010 N/A JE DEFENDANT'S PRO SE MOTION FOR JUDICIAL RELEASE IS DENIED AT THIS TIME. CLERK ORDERED TO SEND A COPY OF THIS ORDER TO: DEFENDANT, JEFFERY BROWN #572-065; 2000 SOUTH AVON BELDEN ROAD, GRAFTON, OH 44044-9430 03/15/2010 CPDL2 03/15/2010 16:14:35

03/09/2010 03/09/2010 D1 MO MOTION FOR JUDICIAL RELEASE, FILED. ORAL HEARING REQUESTED PRO SE 572065 NORTH COAST CORR. TREATMENT FACILITY

10/05/2009 10/05/2009 N/A CS COURT REPORTER FEE

08/13/2009 08/13/2009 N/A JE IT IS HEREBY ORDERED THAT STEVE W. CANFIL, ESQ., HERETOFORE ASSIGNED AS COUNSEL FOR THE DEFENDANT IN THIS CAUSE, BE ALLOWED \$750.00 FOR SERVICES SO RENDERED. IT IS ORDERED THAT THE COURT CERTIFY SAID AMOUNT TO THE COUNTY AUDITOR AND THE COMMISSIONERS FOR ALLOWANCE AND PAYMENT. AC 0907409 08/13/2009 CPMKE 08/13/2009 09:16:51

08/10/2009 08/10/2009 D RE ATTORNEY FEE BILL SUBMITTED STEVE CANFIL

08/08/2009 08/08/2009 N/A CS RC 2743.70 REPARATION FEE









08/06/2009 08/08/2009 N/A JE DEFENDANT IN COURT. COUNSEL STEVE CANFIL PRESENT. COURT REPORTER PRESENT. ON A FORMER DAY OF COURT THE DEFENDANT PLEAD GUILTY TO THEFT; AGGRAVATED THEFT 2913.02 A(3) F3 AS AMENDED IN COUNT(S) 1 OF THE INDICTMENT. ON A

FORMER DAY OF COURT THE DEFENDANT PLEAD GUILTY TO SECURING RECORDS BY DECEPTION 2913.43 A F4 AS AMENDED IN COUNT(S) 2 OF THE INDICTMENT. ON A FORMER DAY OF COURT THE DEFENDANT PLEAD GUILTY TO RECEIVING STOLEN PROPERTY 2913.51 A F4 AS CHARGED IN COUNT(S) 6 OF THE INDICTMENT. COUNT(S) 5, 7 WAS/WERE NOLLED. DEFENDANT TO FORFEIT TO THE STATE: \$49,000.00. (\$36,750.00 TO THE SOLON POLICE DEPARTMENT AND \$12,250.00 TO THE CUYAHOGA COUNTY PROSECUTOR'S OFFICE. DEFENDANT ADDRESSES THE COURT. THE COURT CONSIDERED ALL REQUIRED FACTORS OF THE LAW. THE COURT FINDS THAT PRISON IS CONSISTENT WITH THE PURPOSE OF R. C. 2929.11. THE COURT IMPOSES A PRISON SENTENCE AT THE LORAIN CORRECTIONAL INSTITUTION OF 3 YEAR(S). SENTENCED TO 3 YEARS AS TO COUNT 1; 15 MONTHS AS TO COUNTS 2 AND 6; COUNTS TO RUN CONCURRENT. PRC OF 3 YEARS ON EACH COUNT. POST RELEASE CONTROL IS PART OF THIS PRISON SENTENCE FOR 3 YEARS FOR THE ABOVE FELONY(S) UNDER R.C.2967.28. DEFENDANT TO RECEIVE FULL CREDIT FOR TIME SERVED. CLERK TO ALLOCATE THE FUNDS AS FOLLOWS: \$36,750 TO SOLON POLICE DEPARTMENT AND \$12,250 TO CUYAHOGA COUNTY PROSECUTOR'S OFFICE. COURT OPPOSES EARLY RELEASE/ IPP/ TRANSITIONAL CONTROL. DUE TO REMAND. DEFENDANT DECLARED INDIGENT. COSTS WAIVED FINE(S) WAIVED. REPAYMENT OF ASSIGNED COUNSEL FEE(S) WAIVED. THIS ENTRY IS NOT A JUDGMENT SUBJECT TO COLLECTION. CLERK PROHIBITED FROM RELEASING ANY PORTION OF THIS ENTRY TO ANY AGENCY OR CORPORATION WHO SEEKS ITS USE TO COLLECT THESE MONIES AS A DEBT. CLERK IS PROHIBITED FROM SENDING ANY NOTICES OF COLLECTION, UNTIL SUCH TIME AS THE COURT ENTERS AN ORDER THAT THE DEFENDANT IS IN VIOLATION FOR NON-PAYMENT OR COMMUNITY CONTROL IS TERMINATED WITH OUTSTANDING MONIES DUE. DEFENDANT REMANDED. SHERIFF ORDERED TO TRANSPORT DEFENDANT JEFFERY BROWN, DOB: 06/08/1980, GENDER: MALE, RACE: BLACK. 08/06/2009 CP1TT 08/07/2009 15:42:05

07/24/2009	07/24/2009	N/A	CS
07/23/2009	07/23/2009	N/A	CS
07/23/2009	07/29/2009	N/A	JE

COURT REPORTER FEE
 COURT REPORTER FEE
 DEFENDANT IN COURT WITH COUNSEL STEVE CANFIL. PROSECUTING ATTORNEY MICHAEL JACKSON PRESENT. COURT REPORTER PRESENT. DEFENDANT FULLY ADVISED IN OPEN COURT OF HIS/HER CONSTITUTIONAL RIGHTS AND PENALTIES. AS PART OF PLEA DEFENDANT TO TESTIFY TRUTHFULLY AT TRIAL IN THIS CASE AND CR-500288. ON RECOMMENDATION OF PROSECUTOR COUNT(S) 1 IS/ARE AMENDED TO AN AMOUNT GREATER THAN \$100,000.00 AND LESS THAN \$500,000.00 ON RECOMMENDATION OF PROSECUTOR COUNT(S) 2 IS/ARE AMENDED TO AN AMOUNT GREATER THEN \$5,000.00 AND LESS THAN \$100,000.00 DEFENDANT RETRACTS FORMER PLEA OF NOT GUILTY AND ENTERS A PLEA OF GUILTY TO THEFT; AGGRAVATED THEFT 2913.02 A(3) F3 AS AMENDED IN COUNT(S) 1 OF THE INDICTMENT. DEFENDANT RETRACTS FORMER PLEA OF NOT GUILTY AND ENTERS A PLEA OF GUILTY TO SECURING RECORDS BY DECEPTION 2913.43 A F4 AS AMENDED IN COUNT(S) 2 OF THE INDICTMENT. DEFENDANT RETRACTS FORMER PLEA OF NOT GUILTY AND ENTERS A PLEA OF GUILTY TO RECEIVING STOLEN PROPERTY 2913.51 A F4 AS CHARGED IN COUNT(S) 6 OF THE INDICTMENT. COUNT(S) 5, 7 IS/ARE NOLLED. COURT ACCEPTS DEFENDANT'S GUILTY PLEA. DEFENDANT TO FORFEIT TO THE STATE: \$49,000.00. (\$36,750.00 TO THE SOLON POLICE DEPARTMENT AND \$12,250.00 TO THE CUYAHOGA COUNTY PROSECUTOR'S OFFICE. THE DEFENDANT IS REFERRED TO THE COUNTY PROBATION DEPARTMENT FOR AN ACCELERATED PRE-SENTENCE INVESTIGATION AND REPORT. DEFENDANT TO STAY OUT OF THE REAL ESTATE BUSINESS. DEFENDANT TO CO-OPERATE WITH ALL LAW ENFORCEMENT OFFICIALS INCLUDING THE U.S. ATTORNEY'S OFFICE. DEFENDANT ADVISED OF POST RELEASE CONTROL FOR 3

[skip to main content](#)[Print](#)**CASE INFORMATION****CR-07-500286-C THE STATE OF OHIO vs. STEPHEN HOLMAN****Docket Information**

Proceeding Date	Filing Date	Docket Party	Docket Type	Docket Description	View Image
12/07/2016	12/07/2016	N/A	CS	COURT REPORTER FEE	
12/06/2016	12/06/2016	N/A	JE	AS DEFENDANT HAS FEDERAL DETAINER, DEFENDANT SUCCESSFULLY TERMINATED FROM REEC. THE BALANCE OF DEFENDANT'S SENTENCE IS TERMINATED. DEFENDANT IS ORDERED RELEASED TO THE US MARSHALLS. 12/06/2016 CPDL2 12/06/2016 14:01:43	
12/06/2016	12/06/2016	N/A	JE	DEFENDANT IN COURT. COUNSEL LEIF CHRISTMAN PRESENT. COURT REPORTER PRESENT. JUDICIAL RELEASE HEARING HELD. JUDICIAL RELEASE GRANTED. NO OBJECTION FROM THE STATE. DEFENDANT ORDERED RELEASED. 12/06/2016 CPDL2 12/06/2016 14:00:01	
12/01/2016	12/01/2016	N/A	JE	JUDICIAL RELEASE HEARING SET FOR 12/06/2016 AT 12:00 PM. JUDICIAL RELEASE/REEC HEARING TO BE HELD. STATE AND DEFENSE COUNSEL NOTIFIED OF TIME AND DATE OF HEARING. 12/01/2016 CPDL2 12/01/2016 08:51:31	
11/28/2016	11/28/2016	N/A	JE	DEFENDANT FOUND INDIGENT; ATTORNEY LEIF CHRISTMAN ASSIGNED AS COUNSEL FOR THE PURPOSES OF REEC/JUDICIAL RELEASE. 11/28/2016 CPDL2 11/28/2016 14:24:23	
11/28/2016	11/28/2016	N/A	JE	DEFENDANT ACCEPTED TO REEC. PLEASE NOTE THAT THE SENTENCING JUDGE DETERMINES WHETHER THE DEFENDANT IS TRANSFERRED TO REEC; ONCE THE REEC HAS PROCESSED THE APPLICATION AND ACCEPTED THE DEFENDANT, QUESTIONS ABOUT TRANSFER SHOULD BE DIRECTED TO THE DEFENDANT'S SENTENCING JUDGE. 11/28/2016 CPDL2 11/28/2016 15:16:39	
11/23/2016	11/23/2016	D1	MO	MOTION FOR JUDICIAL RELEASE, FILED. 12/06/2016 - GRANTED	
11/21/2016	11/21/2016	N/A	JE	THE COURT ORDERS THE DEFENDANT RETURNED TO CUYAHOGA COUNTY JAIL FROM GRAFTON CORRECTIONAL INSTITUTION FOR A REEC/JUDICIAL RELEASE HEARING. DEFENDANT IS BLACK/MALE; DOB: 12/8/70; ODR# A572063. DEFENDANT ORDERED RETURNED ON OR BEFORE 11/30/16. SHERIFF ORDERED TO TRANSPORT DEFENDANT STEPHEN HOLMAN, DOB: 12/08/1970, GENDER: MALE, RACE: BLACK. 11/21/2016 CPDL2 11/21/2016 14:52:28	
01/13/2016	01/13/2016	D1	OT	REEC PACKET FILED	
01/13/2016	01/13/2016	N/A	SR	JOURNAL ENTRY SENT BY ORDINARY MAIL TO THE DEFENDANT.	
01/07/2016	01/07/2016	N/A	JE	DEFENDANT'S APPLICATION/MOTION FOR JUDICIAL RELEASE REVIEWED BY REEC. DEFENDANT FOUND INELIGIBLE FOR REEC DUE TO SERVING TIME ON A FEDERAL CASE. INELIGIBILITY/DENIAL OF REEC PARTICIPATION IS NOT A DENIAL OF GENERAL JUDICIAL RELEASE, NOR DOES IT CONSTITUTE A RULING ON ANY PENDING MOTION FOR JUDICIAL RELEASE. IN THE EVENT THERE IS A PENDING MOTION FOR JUDICIAL RELEASE, THE SENTENCING JUDGE WILL RULE ON THAT MOTION. DEFENDANT NOTIFIED BY MAIL. CLERK ORDERED TO SEND A COPY OF THIS ORDER TO: DEFENDANT STEPHEN HOLMAN A572063 GRAFTON CORRECTIONAL INSTITUTION 2500 SOUTH AVON BELDEN ROAD GRAFTON, OHIO 44044. 01/07/2016 CPCLK 01/07/2016 11:58:03	

09/29/2015	09/29/2015	N/A	JE	PER WRITTEN REQUEST OF DEFENDANT, COURT ASSIGNS THE PUBLIC DEFENDER FOR PURPOSES OF REVIEW FOR DELAYED APPEAL AND/OR POST-CONVICTION RELIEF. DEFENDANT REMAINS INDIGENT. 09/29/2015 CPDL2 09/29/2015 10:51:57
04/08/2013	04/08/2013	D1	NT	THE SUPREME COURT OF OHIO DECLINES TO ACCEPT JURISDICTION OF THE APPEAL PURSUANT TO S.CT.PRAC.R.7.08(B) (4). (93870)
03/01/2013	03/01/2013	N/A	JE	DEFENDANT'S PRO SE MOTION FOR DISCOVERY IS DENIED. CLERK ORDERED TO SEND A CERTIFIED COPY OF THIS ORDER TO: DEFENDANT, STEPHEN HOLMAN #572-063; 2500 SO. AVON BELDEN-ROAD, GRAFTON, OH 44044 03/01/2013 CPDL2 03/01/2013 13:21:35
02/19/2013	02/19/2013	D1	MO	DEFENDANT'S REQUEST FOR DISCOVERY PURSUANT TO CRIM.R. 16, AND GRIFFIN VS. ILLINOIS, 351 U.S 12, FILED. PRO-SE 572-063 GRAFTON CORR. INST.
12/06/2012	12/06/2012	D1	NT	MOTION BY APPELLANT, PRO SE, TO SHOW CAUSE FOR RECONSIDERATION, REOPENING UNDER APP.R.26(B) IS DENIED BY THE COURT OF APPEALS. (93870)
01/17/2012	01/17/2012	N/A	JE	DEFENDANT'S PRO SE MOTION FOR NEW TRIAL IS DENIED. CLERK ORDERED TO SEND A CERTIFIED COPY OF THIS ORDER TO: DEFENDANT, STEPHEN HOLMAN #56817-060; NORTHEAST OHIO CORRECTIONAL CENTER, 2240 HUBBARD ROAD, YOUNGSTOWN, OH 44505 01/17/2012 CPDL2 01/17/2012 14:56:36
01/12/2012	01/12/2012	D1	MO	MOTION FOR NEW TRIAL, FILED. PRO SE NORTHEAST OHIO CORR. CTR. #56817-060.
01/09/2012	01/09/2012	N/A	JE	DEFENDANTS MTOIN FOR APPOINTMENT OF COUNSEL IS DENIED. THE DEFENDANT IS NOT "CLASSIFIED" AND A REQUEST FOR PETITION TO CONTEST RECLASSIFICATION IS NOT GERMANE TO THIS CASE. CLERK TO NOTIFY DEFENDANT BY MAIL AT 2240 HUBBARD ROAD, NECCO, YOUNGSTOWN, OH, 44505. INMATE NUMBER 56817060. 01/09/2012 CPNMR 01/09/2012 10:43:23
01/04/2012	01/04/2012	D1	MO	MOTION FOR APPOINTMENT OF COUNSEL, FILED. PRO-SE 568-170-60 NORTH EAST CORR. CTR.
11/02/2010	11/02/2010	N/A	JE	MOTION TO RECUSE DENIED; MOTION FOR NEW TRIAL DENIED. 11/02/2010 CPNMR 11/02/2010 15:46:25
10/29/2010	10/29/2010	D1	MO	MOTION FOR JUDGE TO RECUSE HERSELF DUE TO A CONFLICT OF INTEREST, FILED. PRO SE 572063 NORTH CENTRAL CORR INST
10/29/2010	10/29/2010	D1	MO	DEFENDANT'S MOTION OF OBJECTION TO PLAINTIFF'S OPPOSITION FOR A NEW TRIAL, FILED. PRO-SE, #572-063, NORTH CENTRAL CORR. INST.
10/12/2010	10/12/2010	D1	NT	JUDGMENT: AFFIRMED BY THE COURT OF APPEALS. (93869)
10/08/2010	10/08/2010	P	MO	BRIEF IN OPPOSITION TO DEFENDANT'S MOTION FOR NEW TRIAL, FILED.
09/22/2010	09/22/2010	D1	MO	DEFENDANT'S MOTION FOR NEW TRIAL, PURSUANT TO CRIM. R. 33 (A), FILED. PRO-SE, #572-063, NORTH COAST CORR TREATMENT FAC
09/17/2010	09/20/2010	N/A	JE	DEFENDANT'S PRO SE MOTION FOR NEW TRIAL DENIED. CLERK ORDERED TO SEND A COPY OF THIS ORDER TO: DEFENDANT, STEPHEN HOLMAN #572-063; NCCI, P.O. BOX 1812, MARION, OH 43301-1812 09/17/2010 CPDL2 09/17/2010 15:04:09
09/07/2010	09/07/2010	D1	MO	DEFENDANT'S MOTION FOR NEW TRIAL, FILED. PRO SE 572063 NORTH CENTRAL CORR. INST.
01/11/2010	01/12/2010	N/A	JE	DEFENDANT'S PRO SE MOTION FOR PREPARATION OF TRANSCRIPT OF PROCEEDINGS AT STATE'S EXPENSE IS DENIED. CLERK ORDERED TO SEND A COPY OF THIS ORDER TO: DEFENDANT, STEPHEN HOLMAN #572063; NORTH CENTRAL CORRECTIONAL INST., P.O. BOX 1812, MARION, OH 43301 01/11/2010 CPDL2 01/11/2010 16:22:09
01/04/2010	01/04/2010	D1	MO	MOTION FOR PREPARATION OF COMPLETE TRANSCRIPT OF PROCEEDINGS AT STATE EXPENSE, FILED. PRO-SE 572-063 NORTH CENTRAL CORR. INST.
10/13/2009	10/13/2009	D1	CL	DEFENDANT'S TRANSCRIPT OF PROCEEDINGS (5) FILED AND SENT TO THE COURT OF APPEALS. (CA 93870)
10/08/2009	10/08/2009	D	JE	COURT REPORTER ALLOWED \$567.45. RECEIVED FOR FILING.



10/05/2009	10/05/2009	N/A	CS	COURT REPORTER FEE
09/18/2009	09/18/2009	D1	CL	RECORD ON APPEAL, PAGINATION SHEET AND CRIMINAL FILE SENT TO THE COURT OF APPEALS.
09/03/2009	09/03/2009	D1	NT	NOTICE OF APPEAL, DOCKETING STATEMENT (REGULAR), PRAECIPE, JOURNAL ENTRY, FILED AND SENT TO THE COURT OF APPEALS WITH A COPY OF THE DOCKET SHEET. THE COURT OF APPEALS NUMBER ASSIGNED IS 93870.
08/11/2009	08/11/2009	D1	SH	LAKE COUNTY SHERIFF DEPT SERVICE FEE \$9.94
08/11/2009	08/11/2009	D1	SH	LAKE COUNTY SHERIFF DEPT SERVICE FEE \$21.94
08/11/2009	08/11/2009	D1	SH	LAKE COUNTY SHERIFF DEPT SERVICE FEE \$21.94
08/11/2009	08/11/2009	N/A	JE	COURT APPOINTS ATTORNEY PATRICK TALTY AS APPELLATE COUNSEL IN THIS CASE. TRANSCRIPT ORDERED AT STATE'S EXPENSE. 08/11/2009 CPDL2 08/11/2009 09:03:04
08/10/2009	08/10/2009	D1	SH	SUMMIT COUNTY SHERIFF DEPT SERVICE FEE \$6.64
08/10/2009	08/11/2009	N/A	JE	NUNC PRO TUNC ENTRY AS OF AND FOR 08/06/2009. TO CORRECT THE DOCKET, DEFENDANT WAS IN COURT WITH ASSIGNED COUNSEL DEAN BOLAND, NOT PATRICK QUINN AS JOURNALIZED. ATTORNEY BOLAND REPLACED ATTORNEY QUINN AS COUNSEL. 08/10/2009 CPDL2 08/10/2009 08:55:33
08/08/2009	08/08/2009	N/A	CS	RC 2743.70 REPARATION FEE
08/06/2009	08/08/2009	N/A	JE	DEFENDANT IN COURT. COUNSEL PATRICK D QUINN PRESENT. ON A FORMER DAY OF COURT THE JURY RETURNED A VERDICT OF GUILTY OF THEFT; AGGRAVATED THEFT 2913.02 A(3) F2 AS CHARGED IN COUNT(S) 1 OF THE INDICTMENT. ON A FORMER DAY OF COURT THE JURY RETURNED A VERDICT OF GUILTY OF SECURING RECORDS BY DECEPTION 2913.43 A F3 AS CHARGED IN COUNT(S) 2 OF THE INDICTMENT. ON A FORMER DAY OF COURT THE JURY RETURNED A VERDICT OF GUILTY OF FALSIFICATION 2921.13 A(09) F3 AS CHARGED IN COUNT(S) 5 OF THE INDICTMENT. ON A FORMER DAY OF COURT THE JURY RETURNED A VERDICT OF GUILTY OF RECEIVING STOLEN PROPERTY 2913.51 A F4 AS CHARGED IN COUNT(S) 6 OF THE INDICTMENT. ON A FORMER DAY OF COURT THE JURY RETURNED A VERDICT OF GUILTY OF TELECOMMUNICATIONS FRAUD 2913.05 A F3 AS CHARGED IN COUNT(S) 7 OF THE INDICTMENT. DEFENDANT ADDRESSES THE COURT. COUNTS IN THE INDICTMENT AGAINST THIS DEFENDANT RE-NUMBERED WITHOUT OBJECTION TO MAKE THEM SEQUENTIAL AS COUNTS 3 AND 4 ARE NOT APPLICABLE TO THIS DEFENDANT. CT. 1 REMAINS CT 1. CT 2 REMAINS CT 2. CT. 5 BECOMES CT. 3. CT. 6 BECOMES CT. 4. CT. 7 BECOMES CT. 5. WITH THIS RENUMBERING, DEFENDANT HOLMAN IS NOW ON COUNTS 1 THROUGH 5 SEQUENTIALLY. THE COURT CONSIDERED ALL REQUIRED FACTORS OF THE LAW. THE COURT FINDS THAT PRISON IS CONSISTENT WITH THE PURPOSE OF R. C. 2929.11. THE COURT IMPOSES A PRISON SENTENCE AT THE LORAIN CORRECTIONAL INSTITUTION OF 6 YEAR(S). DEFENDANT SENTENCED TO 6 YEARS ON COUNT 1, 4 YEARS ON COUNT 2; 4 YEARS ON COUNT 3 (RENUMBERD COUNT 5); 17 MONTHS ON COUNT 4 (RENUMBERED COUNT 6); 1 YEAR ON COUNT 5 (RENUMBERED COUNT 7). ALL COUNTS TO RUN CONCURRENTLY TO EACH OTHER. 3 YEARS PRC ON EACH COUNT. POST RELEASE CONTROL IS PART OF THIS PRISON SENTENCE FOR 3 YEARS FOR THE ABOVE FELONY(S) UNDER R.C.2967.28. JAIL CREDIT DAYS TO DATE TO BE CALCULATED BY THE SHERIFF. DEFENDANT TO RECEIVE FULL CREDIT FOR TIME SERVED. DUE TO REMAND, DEFENDANT DECLARED INDIGENT. COSTS WAIVED FINE(S) WAIVED. REPAYMENT OF ASSIGNED COUNSEL FEE(S) WAIVED. DEFENDANT ADVISED OF APPEAL RIGHTS. TRANSCRIPT AT STATE'S EXPENSE. APPELLATE COUNSEL TO BE APPOINTED BY SEPERATE ENTRY. DEFENDANT REMANDED. SHERIFF ORDERED TO TRANSPORT DEFENDANT STEPHEN HOLMAN, DOB: 12/08/1970, GENDER: MALE, RACE: BLACK. 08/06/2009 CPDXM 08/07/2009 14:14:30
08/05/2009	08/08/2009	N/A	JE	DEFENDANT IN COURT WITH COUNSEL DEAN HOLMAN. PROSECUTING ATTORNEY MICHAEL E JACKSON PRESENT. COURT

[skip to main content](#)[Print](#)**CASE INFORMATION****CR-07-500286-H THE STATE OF OHIO vs. PHILLIP TAYLOR****Docket Information**

Proceeding Date	Filing Date	Docket Party	Docket Type	Docket Description	View Image
01/30/2012	01/30/2012	N/A	JE	MOTION TO TERMINATE PROBATION DENIED. 01/30/2012 CPNMR 01/30/2012 13:27:52	
01/27/2012	01/27/2012	D1	MO	NOTICE OF APPEARANCE, FILED.	
01/27/2012	01/27/2012	D1	MO	MOTION TO TERMINATE PROBATION, FILED. HEARING REQUESTED	
12/05/2011	12/05/2011	N/A	CS	COURT REPORTER FEE	
12/01/2011	12/02/2011	N/A	JE	DEFENDANT IN COURT. COUNSEL ROBERT DUFFRIN PRESENT. COURT REPORTER PRESENT. PRESENCE OF PO WAIVED. PROBATION VIOLATION HEARING HELD. DEFENDANT FOUND TO BE A VIOLATOR FOR FAILURE TO REPORT. PROBATION TERMINATED. DEFENDANT SENTENCED TO 6 MONTHS COUNTY JAIL ON COUNT 5 (M-1) WITH FULL CREDIT FOR TIME SERVED. ALL FINANCIALS PREVIOUSLY PAID BY DEFENDANT. COSTS WAIVED DEFENDANT REMANDED. 12/01/2011 CPDL2 12/01/2011 13:58:45	
11/28/2011	11/28/2011	N/A	JE	PROBATION VIOLATION HEARING SET 12/1/11 AT 11:30 AM. 11/28/2011 CPDL2 11/28/2011 09:40:31	
11/18/2011	11/21/2011	N/A	JE	MOTION FOR BAIL PENDING HEARING ON PROBATION REVOCATION DENIED. 11/18/2011 CPDL2 11/18/2011 13:29:12	
11/15/2011	11/15/2011	D1	MO	NOTICE OF APPEARANCE, FILED.	
11/15/2011	11/15/2011	D1	MO	MOTION FOR BAIL PENDING HEARING ON PROBATION REVOCATION	
11/04/2011	11/08/2011	N/A	CS	DEFENDANT'S BOOKING COST	
11/04/2011	11/08/2011	N/A	CR	DEFENDANT IN CUSTODY	
05/03/2011	05/03/2011	N/A	JE	MOTION TO WITHDRAW CAPIAS AND TERMINATE PROBATION IS DENIED. 05/03/2011 CPNMR 05/03/2011 14:51:59	
04/29/2011	04/29/2011	D1	MO	MOTION TO VACATE CAPIAS AND MOTION FOR EARLY TERMINATION OF PROBATION (COMMUNITY CONTROL SANCTIONS), FILED.	
06/07/2010	06/07/2010	N/A	CL	CAPIAS PRINTED AND SENT TO SHERIFF	
06/04/2010	06/07/2010	N/A	JE	DEFENDANT HAS FAILED TO REPORT TO THE PROBATION DEPARTMENT. CAPIAS TO ISSUE FOR DEFENDANT, PHILLIP TAYLOR. 06/04/2010 CPDL2 06/04/2010 15:58:34	
03/30/2010	03/31/2010	N/A	JE	REQUEST FOR EARLY TERMINATION OF COMMUNITY CONTROL DENIED. 03/30/2010 CPDL2 03/30/2010 15:31:34	
02/09/2010	02/09/2010	D1	\$\$	PAYMENT ON ACCOUNT MADE ON BEHALF OF TAYLOR/PHILLIP/O IN THE AMOUNT OF \$602.00	
10/05/2009	10/05/2009	N/A	CS	COURT REPORTER FEE	
09/29/2009	09/29/2009	N/A	JE	DEFENDANT'S SECOND MOTION TO MODIFY SENTENCE IS DENIED. 09/29/2009 CPDL2 09/29/2009 09:58:30	
09/24/2009	09/24/2009	D1	MO	2ND MOTION TO MODIFY SENTENCE, FILED. FINE AND PROBATION	
08/26/2009	08/27/2009	N/A	JE	MOTION TO MODIFY SENTENCE IS DENIED. 08/26/2009 CPDL2 08/26/2009 08:48:52	
08/24/2009	08/24/2009	D1	MO	MOTION TO MODIFY SENTENCE, FILED.	
08/10/2009	08/10/2009	N/A	CS	COURT COST ASSESSED PHILLIP O TAYLOR BILL AMOUNT 643 PAID AMOUNT 45 AMOUNT DUE 598	
08/10/2009	08/10/2009	N/A	CS	COURT COST ASSESSED PHILLIP O TAYLOR BILL AMOUNT 893 PAID AMOUNT 45 AMOUNT DUE 848	
08/10/2009	08/10/2009	D1	DR	SHERIFF FEES	
08/10/2009	08/10/2009	D1	DR	COURT REPORTER FEE	

08/10/2009	08/10/2009	N/A	CS	COURT COST ASSESSED PHILLIP O TAYLOR BILL AMOUNT 893 PAID AMOUNT 45 AMOUNT DUE 848
08/10/2009	08/10/2009	D1	DR	FINE
08/08/2009	08/08/2009	N/A	CS	RC 2743.70 REPARATION FEE
08/05/2009	08/08/2009	N/A	JE	DEFENDANT IN COURT. COUNSEL WILLIAM M GOLDSTEIN PRESENT. COURT REPORTER PRESENT. ON A FORMER DAY OF COURT THE DEFENDANT PLEAD GUILTY TO FALSIFICATION 2921.13 A(08) M1 AS AMENDED IN COUNT(S) 5 OF THE INDICTMENT. COUNT(S) 1, 2, 3, 4, 6 WAS/WERE NOLLED. DEFENDANT TO FORFEIT TO THE STATE: \$250.00 TO BE PAID BY 7-27-09 TO THE CLERK OF COURTS. PROSECUTOR MICHAEL JACKSON ADDRESSES THE COURT THE COURT CONSIDERED ALL REQUIRED FACTORS OF THE LAW. IT IS NOW ORDERED AND ADJUDGED THAT SAID DEFENDANT PHILLIP TAYLOR, IS SENTENCED TO THE CUYAHOGA COUNTY JAIL FOR A TERM OF 6 MONTH(S). WITH 150 DAYS SUSPENDED; SO DEFENDANT TO SERVE 30 DAYS MINUS ANY CREDIT HE HAS ON THIS CASE. DEFENDANT TO RECEIVE FULL CREDIT FOR TIME SERVED. ***AFTER HE COMPLETES COUNTY JAIL SENTENCE DEFENDANT TO BE PLACED ON PROBATION FOR 1 YEAR.*** THE DEFENDANT IS ORDERED TO REPORT TO THE PROBATION DEPARTMENT. DEFENDANT TO ABIDE BY THE RULES AND REGULATIONS OF THE PROBATION DEPARTMENT. COURT ORDERS DEFENDANT TO BE SUPERVISED BY: REGULAR SUPERVISION UNIT TO SUBMIT TO REGULAR ALCOHOL TESTING SUBMIT TO REGULAR DRUG TESTING ARREST IF: FIRST POSITIVE, FAILURE TO REPORT, OR NEW CASE; ALCOHOL AND DRUG TESTING EACH REPORT. REPAYMENT OF ASSIGNED COUNSEL FEE(S) WAIVED. THE DEFENDANT IS ORDERED TO PAY A FINE IN THE SUM OF \$ 500.00. THE DEFENDANT IS ORDERED TO PAY A SUPERVISION FEE IN THE SUM OF \$ 100.00. THE DEFENDANT IS ORDERED TO PAY COSTS IN THE SUM OF \$ 100.00. CLERK ORDERED TO ALLOCATE FUNDS FROM FORFEITURE AS FOLLOWS:\$187.50 TO SOLON POLICE DEPARTMENT AND \$62.50 TO CUYAHOGA COUNTY PROSECUTOR'S OFFICE. THIS ENTRY IS NOT A JUDGMENT SUBJECT TO COLLECTION. CLERK PROHIBITED FROM RELEASING ANY PORTION OF THIS ENTRY TO ANY AGENCY OR CORPORATION WHO SEEKS ITS USE TO COLLECT THESE MONIES AS A DEBT. CLERK IS PROHIBITED FROM SENDING ANY NOTICES OF COLLECTION, UNTIL SUCH TIME AS THE COURT ENTERS AN ORDER THAT THE DEFENDANT IS IN VIOLATION FOR NON-PAYMENT OR COMMUNITY CONTROL IS TERMINATED WITH OUTSTANDING MONIES DUE. ALL FINANCIAL OBLIGATIONS ARE ORDERED PAID IN FULL BY 07/06/2010. 08/05/2009 CPDXM 08/07/2009 15:11:55
07/31/2009	08/03/2009	N/A	JE	SENTENCING RESET TO 8/6/09 AT 11:30 AM. 07/31/2009 CPDL2 07/31/2009 10:26:46
07/28/2009	07/28/2009	D1	CS	REFUND CASE COST DEPOSIT TO WILLIAM D. MASON, CO. PROSECUTOR
07/28/2009	07/28/2009	D1	CS	REFUND CASE COST DEPOSIT TO SOLON POLICE DEPT.
07/27/2009	07/27/2009	D1	SF	PAYMENT RECEIVED OF TAYLOR/PHILLIP/O
07/27/2009	07/27/2009	D1	SF	DEPOSIT REQUIRED FOR \$250.00 PER J.E. 07082009, \$187.50 TO SOLON POLICE DEPT., \$62.50 TO CUY. CNTY. PROSECUTING ATTY. \$250.00 TAYLOR/PHILLIP/O
07/08/2009	07/09/2009	N/A	JE	NUNC PRO TUNC ENTRY AS OF AND FOR 07/07/2009. TO CORRECT SENTENCING ENTRY: DEFENDANT TO FORFEIT TO THE STATE: \$250.00 TO BE PAID BY 7/27/09 TO THE CLERK OF COURTS AND ALLOCATED AS FOLLOWS: \$187.50 TO SOLON POLICE DEPT. (75%) AND \$62.50 TO THE CUYAHOGA COUNTY PROSECUTING ATTORNEY (25%). 07/08/2009 CPDL2 07/08/2009 14:28:14
07/07/2009	07/07/2009	N/A	CS	COURT REPORTER FEE
07/07/2009	07/09/2009	N/A	JE	DEFENDANT IN COURT WITH COUNSEL WILLIAM M GOLDSTEIN. PROSECUTING ATTORNEY MICHAEL JACKSON PRESENT. COURT REPORTER PRESENT. DEFENDANT FULLY ADVISED IN OPEN COURT OF HIS/HER CONSTITUTIONAL RIGHTS AND PENALTIES. AS PART OF PLEA, DEFENDANT AGREES TO TRUTHFULLY TESTIFY AGAINST CO-

CASE INFORMATION

2R-07-500286-E THE STATE OF OHIO vs. BRIAN CHENOWETH

Docket Information

Proceeding Date	Filing Date	Docket Party	Docket Type	Description	View Image
3/19/2012	03/19/2012	N/A	JE	UPON THE REPORT OF THE PROBATION DEPARTMENT, THE COURT FINDS THAT THE DEFENDANT HAS PAID ALL RESTITUTION, COURT COSTS AND FEES IN FULL IN THIS MATTER. THE DEFENDANT'S PROBATION SHALL TERMINATE AS OF 3/30/12. 03/19/2012 CPMKA 03/19/2012 09:32:11	
3/15/2012	03/15/2012	D1	\$\$	PAYMENT ON ACCOUNT MADE ON BEHALF OF CHENOWETH/BRIAN/ IN THE AMOUNT OF \$284.00	
3/14/2012	03/14/2012	N/A	CS	COURT COST ASSESSED BRIAN CHENOWETH BILL AMOUNT 284 PAID AMOUNT 0 AMOUNT DUE 284	
3/14/2012	03/14/2012	D1	DR	COURT REPORTER FEE	
3/14/2012	03/14/2012	D1	DR	SHERIFF FEES	
3/12/2012	03/12/2012	N/A	CS	RC 2743.70 REPARATION FEE	
3/09/2012	03/09/2012	N/A	CS	COURT REPORTER FEE	
3/08/2012	03/12/2012	N/A	JE	DEFENDANT IN COURT. COUNSEL BRIAN R MCGRAW PRESENT. COURT REPORTER PRESENT. ON A FORMER DAY OF COURT THE DEFENDANT PLEAD GUILTY TO FALSIFICATION 2921.13A(09) F3 AS AMENDED IN COUNT(S) 5 OF THE INDICTMENT. ON A FORMER DAY OF COURT THE DEFENDANT PLEAD GUILTY TO RECEIVING STOLEN PROPERTY 2913.51 A F4 AS CHARGED IN COUNT(S) 6 OF THE INDICTMENT. COUNT(S) 1, 2 WAS/WERE NOLLED. THE COURT CONSIDERED ALL REQUIRED FACTORS OF THE LAW. THE COURT FINDS THAT A COMMUNITY CONTROL SANCTION WILL ADEQUATELY PROTECT THE PUBLIC AND WILL NOT DEMEAN THE SERIOUSNESS OF THE OFFENSE. IT IS THEREFORE ORDERED THAT THE DEFENDANT IS SENTENCED TO 6 MONTH(S) OF COMMUNITY CONTROL, UNDER SUPERVISION OF THE ADULT PROBATION DEPARTMENT WITH THE FOLLOWING CONDITIONS: DEFENDANT TO ABIDE BY THE RULES AND REGULATIONS OF THE PROBATION DEPARTMENT. COURT ORDERS DEFENDANT TO BE SUPERVISED BY: REGULAR SUPERVISION UNIT COMMUNITY CONTROL TO RUN CONCURRENT AND IN CONJUNCTION WITH FEDERAL CASE # 1:11 CR 64. PROBATION TO TERMINATE UPON PAYMENT OF \$2,500.00 TO MORTGAGE FRAUD TASK FORCE, PLUS ALL COURT COSTS/FEES. VIOLATION OF THE TERMS AND CONDITIONS MAY RESULT IN MORE RESTRICTIVE SANCTIONS, OR A PRISON TERM OF 24 MONTH(S) AS APPROVED BY LAW. (24 MONTHS ON COUNT 5; 12 MONTHS ON COUNT 6, CONCURRENT) SUPERVISION FEES TO BE PAID AT A RATE OF \$20.00 A MONTH. RESTITUTION ORDERED IN THE AMOUNT OF \$2,500.00 TO MORTGAGE FRAUD TASK FORCE; PAYABLE THROUGH THE PROBATION DEPARTMENT. THE COURT HEREBY ENTERS JUDGMENT AGAINST THE DEFENDANT IN AN AMOUNT EQUAL TO THE COSTS OF THIS PROSECUTION. 03/08/2012 CPMKA 03/12/2012 10:06:55	
3/07/2012	03/07/2012	D1	MO	DEFENDANT'S SENTENCING MEMORANDUM, FILED.	
2/22/2012	02/22/2012	N/A	JE	SENTENCING PREVIOUSLY SCHEDULED FOR 03/13/2012 AT 01:30PM IS RESCHEDULED FOR 03/08/2012 AT 01:30PM. AT THE REQUEST OF DEFENDANT AND STATE. 02/22/2012 CPMCA 02/22/2012 09:32:30	
2/21/2012	02/22/2012	N/A	JE	SENTENCING PREVIOUSLY SET FOR 03/06/2012 AT 01:30PM IS RESET FOR 03/13/2012 AT 01:30PM. AT THE REQUEST OF STATE. 02/21/2012 CPMCA 02/21/2012 10:59:35	
1/31/2012	01/31/2012	N/A	JE	SENTENCING PREVIOUSLY SET FOR 02/01/2012 IS CONTINUED TO 03/06/2012 AT 01:30 PM. AT THE REQUEST OF DEFENDANT. DEFENDANT'S MOTION TO CONTINUE SENTENCING IS GRANTED. 01/31/2012 CPMCA 01/31/2012 13:27:45	
1/23/2012	01/23/2012	D1	MO	DEFENDANT'S MOTION TO CONTINUE SENTENCING, FILED.	
1/30/2011	11/30/2011	N/A	SC	SENTENCING SCHEDULED FOR 12/01/2011 AT 01:30 PM IS CANCELLED.	

Anthony Viola
2820 Mayfield Road # 205
Cleveland Heights, Ohio 44118
MrTonyViola@Icloud.com
(330) 998-3290

July 18, 2023

Cuyahoga County Probation Department
Justice Center
1200 Ontario Street
Cleveland, Ohio, 44113

Copy To:

Clerk of Court
Cuyahoga County Common Pleas Court
1200 Ontario Street
Cleveland, Ohio 44113

RE: Collection of Restitution

Dear Sirs:


I am writing to request that you provide me with recap of any dollars received pursuant to restitution orders concerning the following properties:

- 25988 Fitzroy Street, Westlake, OH 44145
- 3782 East 151st Street, Cleveland, OH 44128
- 1415 East 53rd Street, Cleveland, OH 44103

This matter relates to Criminal case number: CR-07-500286, which included multiple defendants who were ordered to pay restitution. For your reference, I'm attaching a list of defendants and a court order for a defendant stating that "restitution" was paid in full.

If there is a cost for producing this information, please let me know and payment will be made promptly. Thank you very much for your assistance.

Respectfully Submitted,



Tony Viola

There are 9 records matching your profile.

Case Number	Case Caption
<u>CR-07-500286-B</u>	THE STATE OF OHIO vs. JEFFERY BROWN
<u>CR-07-500286-C</u>	THE STATE OF OHIO vs. STEPHEN HOLMAN
<u>CR-07-500286-D</u>	THE STATE OF OHIO vs. . WIDDERSHIN-ONE
<u>CR-07-500286-E</u>	THE STATE OF OHIO vs. BRIAN CHENOWETH
<u>CR-07-500286-F</u>	THE STATE OF OHIO vs. . MARKETING-LAND
<u>CR-07-500286-G</u>	THE STATE OF OHIO vs. . CLASSIC-TANGO-ENG
<u>CR-07-500286-H</u>	THE STATE OF OHIO vs. PHILLIP TAYLOR
<u>CR-07-500286-J</u>	THE STATE OF OHIO vs. BUCKEYE LENDING INC.
<u>CR-07-500286-K</u>	THE STATE OF OHIO vs. OGBONNAYA EDEH

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[skip to main content](#)[Print](#)**CASE INFORMATION****CR-07-500286-J THE STATE OF OHIO vs. BUCKEYE LENDING INC.****Docket Information**

Proceeding Date	Filing Date	Docket Party	Docket Type	Docket Description	View Image
01/17/2008	01/17/2008	N/A	CS	COURT COST ASSESSED BILL AMOUNT 20165 PAID AMOUNT 0 AMOUNT DUE 20165	
01/17/2008	01/17/2008	D1	DR	FINE	
01/17/2008	01/17/2008	D1	DR	COURT REPORTER FEE	
01/17/2008	01/17/2008	D1	DR	SHERIFF FEES	
01/17/2008	01/17/2008	N/A	CS	RC 2743.70 REPARATION FEE	
01/14/2008	01/15/2008	N/A	JE	CAPIAS RECALLED. THIS ENTRY TAKEN BY JUDGE NANCY MARGARET RUSSO. 01/14/2008 CPDL2 01/14/2008 11:38:36	
01/09/2008	01/09/2008	N/A	CS	COURT REPORTER FEE	
01/08/2008	01/17/2008	N/A	JE	DEFENDANT IN COURT. COUNSEL GARY COOK PRESENT. COURT REPORTER PRESENT. ON A FORMER DAY OF COURT THE DEFENDANT PLEAD GUILTY TO THEFT; AGGRAVATED THEFT 2913.02 A(3) F2 AS CHARGED IN COUNT(S) 1 OF THE INDICTMENT. THE COURT CONSIDERED ALL REQUIRED FACTORS OF THE LAW. DEFENDANT IS SENTENCED TO PAY COSTS. THE DEFENDANT IS ORDERED TO PAY A FINE IN THE SUM OF \$ 20,000.00. THIS ENTRY IS NOT A JUDGMENT SUBJECT TO COLLECTION. CLERK PROHIBITED FROM RELEASING ANY PORTION OF THIS ENTRY TO ANY AGENCY OR CORPORATION WHO SEEKS ITS USE TO COLLECT THESE MONIES AS A DEBT. THIS ENTRY TAKEN BY JUDGE NANCY MARGARET RUSSO. 01/08/2008 CPDXM 01/11/2008 14:03:51	
12/03/2007	01/15/2008	N/A	JE	DEFENDANT IN COURT WITH COUNSEL GARY COOK. PROSECUTING ATTORNEY MICHAEL E JACKSON PRESENT. COURT REPORTER PRESENT. DEFENDANT FULLY ADVISED IN OPEN COURT OF HIS/HER CONSTITUTIONAL RIGHTS AND PENALTIES. DEFENDANT RETRACTS FORMER PLEA OF NOT GUILTY AND ENTERS A PLEA OF GUILTY TO THEFT; AGGRAVATED THEFT 2913.02 A(3) F2 AS CHARGED IN COUNT(S) 1 OF THE INDICTMENT. COUNT(S) 2, 3, 4, 5, 6, 7 IS/ARE NOLLED. COURT ACCEPTS DEFENDANT'S GUILTY PLEA. BOND FORFEITURE VACATED; CAPIAS RECALLED. SENTENCING SET FOR 01/08/2008 AT 11:00 AM. THIS ENTRY TAKEN BY JUDGE NANCY MARGARET RUSSO. 12/03/2007 CPDXM 01/11/2008 14:00:47	
09/27/2007	09/27/2007	N/A	CL	CAPIAS PRINTED AND SENT TO SHERIFF	
09/27/2007	09/27/2007	N/A	JE	CAPIAS TO ISSUE FOR DEFENDANT, . CLASSIC TANGO ENG..	
09/17/2007	09/17/2007	N/A	SR	SUMMONS - CRIMINAL(10773926) SENT BY CERTIFIED MAIL. TO: BUCKEYE LENDING INC.// 34756 LAKESHORE BLVD. EASTLAKE, OH 440950000	
09/13/2007	09/13/2007	N/A	CR	INDICTED ORIGINAL	
09/13/2007	09/13/2007	N/A	GP	ARRAIGNMENT SCHEDULED FOR 09/27/2007.	
09/13/2007	09/13/2007	N/A	CS	WRIT FEE	
09/13/2007	09/13/2007	N/A	CR	INDICTED ON 09/13/2007	
09/13/2007	09/13/2007	N/A	SF	LEGAL RESEARCH	
09/13/2007	09/13/2007	N/A	SF	CRIME STOPPERS	
09/13/2007	09/13/2007	N/A	SF	COMPUTER FEE	
09/13/2007	09/13/2007	N/A	SF	CLERK FEE	
08/22/2007	08/22/2007	N/A	CR	CIF ENTERED	

[skip to main content](#)[Print](#)**CASE INFORMATION****CR-07-500286-K THE STATE OF OHIO vs. OGBONNAYA EDEH****Docket Information**

Proceeding Date	Filing Date	Docket Party	Docket Type	Docket Description	View Image
10/15/2009	10/15/2009	N/A	CS	CHECK WRITTEN TO OGBONNAYA S. EDEH FOR DOCKET ID 48059661 IN THE AMOUNT OF \$100CHECK # 186821 FOR \$100.00 ISSUED ON 10/15/07 WAS LOST, THIS CHECK IS A REPLACEMENT.....	
07/02/2009	07/02/2009	N/A	SB	SHERIFF SERVICE FEES FOR SUBPOENA NUMBER 595362, IN THE AMOUNT OF \$10.50.	
06/30/2009	06/30/2009	N/A	SB	SUBPOENA CLERK'S FEE	
10/16/2008	10/17/2008	N/A	JE	JUDGE ORDERS PASSPORT SEIZED FROM DEFENDANT OGBONNAYA EDEH ON 10/11/07 BY CLERK OF COURTS BE RELEASED TO ATTORNEY EDWARD R. LARUE. 10/16/2008 CPDL2 10/16/2008 15:29:24	
02/21/2008	02/21/2008	D1	CL	DEFENDANT DELIVERED TO LORCI ON 02/21/2008.	
02/19/2008	02/19/2008	N/A	CS	RC 2743.70 REPARATION FEE	
02/15/2008	02/15/2008	N/A	CS	COURT REPORTER FEE	
02/13/2008	02/19/2008	N/A	JE	DEFENDANT IN COURT WITH COUNSEL EDWARD R LA RUE. PROSECUTING ATTORNEY MICHAEL E JACKSON PRESENT. COURT REPORTER PRESENT. **AS PART OF PLEA, DEFENDANT AGREES TO TESTIFY AGAINST CO-DEFENDANTS AND COOPERATE WITH THE STATE IN ANY FUTURE PROSECUTON OF DEFENDANTS IN THIS CASE** THE STATE RESERVES THE RIGHT TO WITHDRAW THIS PLEA SHOULD DEFENDANT NOT COOPERATE WITH THE STATE AGAINST ANY OF THE CO-DEFENDANTS. DEFENDANT FULLY ADVISED IN OPEN COURT OF HIS/HER CONSTITUTIONAL RIGHTS AND PENALTIES. DEFENDANT RETRACTS FORMER PLEA OF NOT GUILTY AND ENTERS A PLEA OF GUILTY TO FALSIFICATION 2921.13 A(09) F3 AS CHARGED IN COUNT(S) 5 OF THE INDICTMENT. COUNT(S) 1, 2, 3, 4, 6 IS/ARE NOLLED. COURT ACCEPTS DEFENDANT'S GUILTY PLEA. DEFENDANT ADDRESSES THE COURT. THE COURT CONSIDERED ALL REQUIRED FACTORS OF THE LAW. THE COURT FINDS THAT PRISON IS CONSISTENT WITH THE PURPOSE OF R. C. 2929.11. THE COURT IMPOSES A PRISON SENTENCE AT THE LORAIN CORRECTIONAL INSTITUTION OF 1 YEAR(S). COURT MAKES NO RECOMMENDATION ON FURLOUGH / EARLY RELEASE OF SENTENCE AND IPP. POST RELEASE CONTROL IS PART OF THIS PRISON SENTENCE FOR 3 YEARS FOR THE ABOVE FELONY(S) UNDER R.C.2967.28. DEFENDANT TO RECEIVE FULL CREDIT FOR TIME SERVED. DEFENDANT DECLARED INDIGENT. COSTS WAIVED FINE(S) WAIVED. REPAYMENT OF ASSIGNED COUNSEL FEE(S) WAIVED. RESTITUTION ORDERED IN THE AMOUNT OF \$31,000.00 TO NEW CENTRY MORTGAGE COMPANY; PAYABLE THROUGH THE PROBATION DEPARTMENT. DEFENDANT REMANDED. SHERIFF ORDERED TO TRANSPORT DEFENDANT OGBONNAYA EDEH, DOB: 02/03/1958, GENDER: MALE, RACE: BLACK. 02/13/2008 CPSAM 02/14/2008 11:53:48	
02/11/2008	02/13/2008	N/A	JE	PRETRIAL CONTINUED TO 02/13/2008 AT 12:00 PM AT THE REQUEST OF STATE AND DEFENDANT. 02/11/2008 CPDL2 02/11/2008 12:36:20	
01/31/2008	02/06/2008	N/A	JE	PRETRIAL HELD 01/31/2008. PRETRIAL CONTINUED TO 02/11/2008 AT 10:00 AM AT THE REQUEST OF DEFENDANT. 01/31/2008 CPDL2 02/04/2008 08:47:26	
01/09/2008	01/09/2008	N/A	CS	COURT REPORTER FEE	

01/08/2008	01/15/2008	N/A	JE	COURT VACATES PLEA OF 12/3/07. TRIAL SET 4/7/08 AT 9:00 AM AT DEFENDANTS REQUEST. 01/08/2008 CPDL2 01/10/2008 15:45:46
12/05/2007	12/05/2007	N/A	CS	COURT REPORTER FEE
12/03/2007	12/11/2007	N/A	JE	DEFENDANT IN COURT WITH COUNSEL EDWARD R LA RUE. PROSECUTING ATTORNEY MICHAEL E JACKSON PRESENT. COURT REPORTER PRESENT. DEFENDANT FULLY ADVISED IN OPEN COURT OF HIS/HER CONSTITUTIONAL RIGHTS AND PENALTIES. **DEFENDANT TO TESTIFY AGAINST CO-DEFENDANTS IN THIS CASE AS PART OF PLEA AND WILL COOPERATE WITH THE STATE IN ANY FUTURE PROSECUTION OF DEFENDANTS IN THIS CASE** ***STATE RESERVES THE RIGHT TO WITHDRAW THIS PLEA SHOULD DEFENDANT NOT COOPERATE IN THE STATE AGAINST ANY CO-DEFENDANTS** DEFENDANT RETRACTS FORMER PLEA OF NOT GUILTY AND ENTERS A PLEA OF GUILTY TO FALSIFICATION 2921.13 A(09) F3 AS CHARGED IN COUNT(S) 5 OF THE INDICTMENT. COUNT(S) 1, 2, 3, 4, 6 IS/ARE NOLLED. COURT ACCEPTS DEFENDANT'S GUILTY PLEA. THE DEFENDANT IS REFERRED TO THE COUNTY PROBATION DEPARTMENT FOR A PRE-SENTENCE INVESTIGATION AND REPORT. DEFENDANT TO PAY \$31,000.00 RESTITUTION. SENTENCING SET FOR 01/08/2008 AT 11:00 AM. 12/03/2007 CPSAM 12/06/2007 15:48:34
11/30/2007	11/30/2007	N/A	CS	COURT REPORTER FEE
11/27/2007	11/29/2007	N/A	JE	FINAL PRETRIAL CONTINUED TO 11/29/2007 AT 02:30 PM AT THE REQUEST OF STATE. 11/27/2007 CPDL2 11/28/2007 08:15:15
11/26/2007	11/29/2007	N/A	JE	FINAL PRETRIAL HELD 11/26/2007. FINAL PRETRIAL CONTINUED TO 11/27/2007 AT 01:30 PM AT THE REQUEST OF STATE AND DEFENDANT. 11/26/2007 CPDL2 11/28/2007 08:13:37
10/26/2007	10/30/2007	N/A	JE	PRETRIAL HELD 10/26/2007. FINAL PRETRIAL SET FOR 11/26/2007 AT 12:30 PM . AT THE REQUEST OF DEFENDANT. 10/26/2007 CPDL2 10/29/2007 08:14:15
10/25/2007	10/25/2007	N/A	SB	SUBPOENA CLERK'S FEE
10/25/2007	10/25/2007	N/A	SB	SUBPOENA CLERK'S FEE
10/25/2007	10/25/2007	N/A	SB	SHERIFF SERVICE FEES FOR SUBPOENA NUMBER 388619, IN THE AMOUNT OF \$6.00.
10/25/2007	10/25/2007	N/A	SB	SHERIFF SERVICE FEES FOR SUBPOENA NUMBER 388526, IN THE AMOUNT OF \$6.00.
10/24/2007	10/24/2007	N/A	SB	SUBPOENA CLERK'S FEE
10/24/2007	10/24/2007	N/A	SB	SHERIFF SERVICE FEES FOR SUBPOENA NUMBER 388041, IN THE AMOUNT OF \$6.00.
10/15/2007	10/15/2007	N/A	CS	MONEY TRANSFERRED FROM 1000CF TO 1000SUND ON 10/15/2007 15:16:04 BY CLDLS
10/15/2007	10/15/2007	N/A	SF	PAYMENT RECEIVED OF ^O^
10/15/2007	10/15/2007	N/A	JE	THE COURT HAS VOIDED THE 10% BOND AND SET A C/S/P BOND; THE CLERK HAS REFUNDED ONLY \$900 OF THE DEPOSITED \$1000; THEREFORE THE CLERK IS ORDERED TO IMMEDIATELY REFUND THE REMAINING \$100 TO THE DEFENDANT ON OR BEFORE 5PM ON OCTOBER 15, CLERK MAY RELEASE FUNDS TO DEFENSE COUNSEL ED LARUE OR THE DEFENDANT; WITH NOTICE TO THE COURT OF COMPLIANCE WITH THIS ORDER. 10/15/2007 CPDL2 10/15/2007 11:26:12
10/12/2007	10/12/2007	N/A	CS	COURT REPORTER FEE
10/11/2007	10/11/2007	N/A	BN	\$900.00 BOND REFUNDED TO EDEH/OGBONNAYA/S
10/11/2007	10/11/2007	N/A	JE	DEFENDANT IN COURT. COUNSEL EDWARD R LA RUE PRESENT. PROSECUTOR(S) MICHAEL JACKSON PRESENT. COURT REPORTER PRESENT. BOND HEARING HELD. BOND SET AT \$10,000 CASH/ SURETY/PROPERTY. THIS IS A SURETY BOND WITH A BONDSMAN; NOT A 10% CLERK BOND. DEFENDANT ALSO TO SURRENDER HIS PASSPORT TO THE COURT BY 10/15/07. THE CLERK IS ORDERED TO REFUND TO THE DEFENDANT THE ORIGINAL BOND MONEY POSTED IN THIS CASE TO BE USED TOWARDS THIS NEW SURETY BOND. PRETRIAL HELD 10/11/2007. PRETRIAL CONTINUED TO 10/26/2007 AT 02:00 PM AT THE REQUEST OF DEFENDANT. TRIAL SET FOR

Exhibit J

213-21-047
KODGER, WILLIAM G. & LESE ANN
25988 FITZROY ST
WESTLAKE, OH. 44145

Transfer History

Transfer Date: 02/06/2008

Transfer Date: 2/6/2008 12:00:00 AM
AF Number: 200802060484
Receipt:

Parcel	Deed Type	Vol / Page	Sales Amt	Convey Fee	Convey No	Multiple Sale / No of Parcels
213-21-047	Sheriffs Deed	/	\$647,000.00	\$2,588.00	149871	0 / 1

Grantee(s)

KODGER, WILLIAM G. & LESE ANN

Grantor(s)

JACKSON, MELVIN

Transfer Date: 06/05/2006

Transfer Date: 06/05/2006

Transfer Date: 12/13/2004

Transfer Date: 06/01/2000

Transfer Date: 01/01/1998

[Top](#) [View Map](#)

Updated :07/21/2023 03:25:16 AM

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WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

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SUMMARY

MORTGAGE

Document ... 200606050670 Book ... --/--

Number of ... 21 Instrument ...

Recorded D... 6/5/2006 12:55 PM Considerati... \$892,500.00

Received D...

Parties

JACKSON MELVIN ETAL GRANTOR

JACKSON SHAUNTE GRANTOR

MORTGAGE ELECT REGIST SYS INC ETAL GRANTEE

MASTER FINANCIAL INC GRANTEE

Marginal References

Instrument Number: 200704190333 RELEASE ASSIGNMENT

4/19/2007

Document Remarks

No remarks found.

CUYAHOGA COUNTY RECORDER

PATRICK O'WALLEY - 3

DESH 2/6/2008 2:18:38 PM

200802060484

SHERIFF'S DEED

To All Persons To Whom These Presents, Shall Come --- Greetings:

Know Ye, That whereas, heretofore, to-wit: At the September Term A.D. 2007, of the Court of Common Pleas of the County of Cuyahoga and State of Ohio, in Common Pleas Case # CV-07-421,112 ALIAS, SAXON MORTGAGE SERVICES, INC., recovered a finding and decree against MELVIN JACKSON, ET AL., in a certain civil action, pending in the Court of Common Pleas, aforesaid, wherein SAXON MORTGAGE SERVICES, INC., was Plaintiff and MELVIN JACKSON, ET AL., were Defendant, for the sum of EIGHT HUNDRED NINETY TWO THOUSAND FIVE HUNDRED Dollars and NO Cents.

And Whereas, On the 14th day of November, A.D. 2007, a certain order of sale was duly issued on said finding and decree, by said Court, directed to GERALD T. McFAUL, Sheriff of Cuyahoga County, and State of Ohio, commanding said Sheriff to proceed according to law, and appraise, advertise and sell the lands and tenements hereinafter described, according to the statute in such cases made and provided:

And Whereas, Having caused said Real Estate to be duly appraised, and copy of appraisement to be duly filed in the office of The Clerk of said Court, and having first given at least thirty days' previous notice of the time and place of sale thereof, by causing the same to be published three consecutive weeks, and on the same day of each week, in the Daily Legal News being a newspaper printed and of general circulation in said County of Cuyahoga:

And Whereas, On the 31st day of December A.D. 2007, the said GERALD T. McFAUL, Sheriff, did in pursuance to said notice, expose the said Real Estate for sale at Public Auction, in the Justice Center in said County of Cuyahoga, and the same was then sold there publicly sold and struck off to WILLIAM G. KODGER AND LESE ANN KODGER for the sum of SIX HUNDRED FORTY-SEVEN THOUSAND EXACTLY they being the highest and best bidder therefore, and said sum being more than two-thirds the appraised value thereof.

And Whereas, At the September Term A.D. 2007, the said proceedings by the said Sheriff had in the premises, were submitted to said court, and by it in all respects confirmed; and the said Sheriff was ordered and directed to execute and deliver a good and sufficient DEED OF CONVEYANCE of said Real Estate to the said WILLIAM G. KODGER AND LESE ANN KODGER.

Now, Know Ye, That I, GERALD T. McFAUL, as Sheriff of Cuyahoga County, Ohio, by virtue of the statutes in such case made and provided, and in consideration of the premises and in consideration of the sum of SIX HUNDRED FORTY-SEVEN THOUSAND EXACTLY, to me in hand paid as Sheriff, the receipt of which is hereby acknowledged, has GIVEN, GRANTED, BARGAINED, and SOLD, and by these presents do hereby GRANT, SELL and CONVEY unto the said WILLIAM G. KODGER AND LESE ANN KODGER, whose tax mailing address shall be the following:

4895 PUEBLOWICK CROSSING, WESTLAKE, OHIO 44145

and them and their successors and assigns forever, all the right, title and interest of the said

SAXON MORTGAGE SERVICES INC., MELVIN JACKSON, SHAUNTE JACKSON, THOMAS E. SKLIROS, MARYN EADER, MARY EADER, FIFTH THIRD BANK SUCCESSOR IN INTEREST TO FIFTH THIRD BANK (NORTHEASTERN OHIO), ATTENTION: LEGAL DEPARTMENT, CUYAHOGA COUNTY TREASURER

in and to the following Lands and Tenements, to-wit:

See Attached Exhibit

Exhibit K

This Settlement Agreement ("Agreement") is entered into between the United States, acting through the United States Department of Justice ("Department of Justice"), and Morgan Stanley. The United States and Morgan Stanley are collectively referred to as "the Parties."

RECITALS

A. The Department of Justice conducted investigations of the packaging, marketing, sale, structuring, arrangement, and issuance of certain residential mortgage-backed securities ("RMBS") by Morgan Stanley between 2005 and 2007. Based on those investigations, the United States believes that there is an evidentiary basis to compromise potential legal claims by the United States against Morgan Stanley for violations of federal laws in connection with the packaging, marketing, sale, structuring, arrangement, and issuance of these RMBS.

B. Morgan Stanley acknowledges the facts set out in the Statement of Facts set forth in Annex 1, attached and hereby incorporated.

C. The State of New York is entering into an agreement with Morgan Stanley to resolve similar claims the State has against Morgan Stanley for violation of state laws in connection with these RMBS.

D. In consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. **Payment.** Morgan Stanley shall pay a total amount of two billion, six-hundred million dollars (\$2,600,000,000) to resolve pending and potential legal claims as set forth herein in connection with the creation, pooling, structuring, arranging, formation, packaging, marketing, underwriting, sale, or issuance of RMBS by Morgan Stanley ("Settlement Amount").

A. Within fifteen (15) business days of receiving written payment processing instructions from the Department of Justice, Morgan Stanley shall pay the Settlement Amount by electronic funds transfer to the Department of Justice.

B. The entirety of the Settlement Amount is a civil monetary penalty recovered pursuant to the Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA"), 12 U.S.C. §1833a.

2. **Covered Conduct.** "Covered Conduct" as used herein is defined as, prior to January 1, 2009, the creation, pooling, structuring, arranging, formation, packaging, marketing, underwriting, sale, or issuance of the RMBS identified in Annex 2 by Morgan Stanley and its current or former subsidiaries and affiliates, including but not limited to Morgan Stanley & Co., Inc., Morgan Stanley Credit Corporation, Morgan Stanley Mortgage Capital Holding LLC, Morgan Stanley ABS Capital I, Inc., Morgan Stanley Capital I, Inc., Saxon Asset Securities Company and Saxon Mortgage Services, Inc. The Covered Conduct includes representations, disclosures, or non-disclosures to RMBS investors made about or in connection with the activities set forth above, where the representation or non-disclosure involves information about or obtained during the process of originating, acquiring, securitizing, underwriting, or servicing residential mortgage loans included in the RMBS identified in Annex 2. The Covered Conduct does not include: (i) conduct relating to the origination of residential mortgages, except representations or non-disclosures to investors in the RMBS listed in Annex 2 about origination of, or about information obtained in the course of originating, such loans; (ii) representations or non-disclosures made in connection with collateralized debt obligations, other derivative securities, or the secondary trading by Morgan Stanley of RMBS, except to the extent that the representations or non-disclosures are related to the offering materials for the underlying RMBS

listed in Annex 2; and (iii) the servicing of residential mortgage loans, except representations or non-disclosures to investors in the RMBS listed in Annex 2 about servicing, or information obtained in the course of servicing, such loans.

3. **Cooperation.** Until the date upon which all investigations and any prosecution arising out of the Covered Conduct are concluded by the Department of Justice, whether or not they are concluded within the term of this Agreement, Morgan Stanley shall, subject to applicable laws or regulations: (a) cooperate fully with the Department of Justice (including the Federal Bureau of Investigation) and any other law enforcement agency designated by the Department of Justice regarding matters arising out of the Covered Conduct; (b) assist the Department of Justice in any investigation or prosecution arising out of the Covered Conduct by providing logistical and technical support for any meeting, interview, deposition or other sworn testimony, grand jury proceeding, or any trial or other court proceeding; (c) use its best efforts to secure the attendance and truthful statements or testimony of any officer, director, agent, or employee of any of the entities released in Paragraph 4 at any meeting or interview, deposition or other sworn testimony, or before the grand jury or at any trial or other court proceeding regarding matters arising out of the Covered Conduct; and (d) provide the Department of Justice, upon request, all non-privileged information, documents, records, or other tangible evidence regarding matters arising out of the Covered Conduct about which the Department of Justice or any designated law enforcement agency inquires.

4. **Releases by the United States.** Subject to the exceptions in Paragraph 5 ("Excluded Claims") and conditioned upon Morgan Stanley's full payment of the Settlement Amount and Morgan Stanley's full compliance with the terms in Paragraph 3 ("Cooperation"), the United States fully and finally releases Morgan Stanley, each of its current and former subsidiaries and

affiliated entities, and each of their respective successors and assigns (collectively, the "Released Entities"). from any civil claim the United States has against the Released Entities for the Covered Conduct arising under FIRREA, 12 U.S.C. § 1833a; the False Claims Act, 31 U.S.C. §§ 3729, *et seq.*; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801, *et seq.*; the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, *et seq.*; the Injunctions Against Fraud Act, 18 U.S.C. § 1345; common law theories of negligence, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud, and aiding and abetting any of the foregoing; or that the Civil Division of the Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R. § 0.45(d).

5. **Excluded Claims.** Notwithstanding the releases in Paragraph 4 of this Agreement, or any other term(s) of this Agreement, the following claims are specifically reserved and not released by this Agreement:

- a. Any criminal liability;
- b. Any liability of any individual;
- c. Any liability arising under Title 26 of the United States Code (the Internal Revenue Code);
- d. Any liability to or claims of the National Credit Union Administration, any Federal Home Loan Bank, or the Federal Deposit Insurance Corporation (including in its capacity as a corporation, receiver, or conservator) (the "FDIC");
- e. Any liability to or claims of the United States of America, the Department of Housing and Urban Development/Federal Housing Administration, the Department of Veterans Affairs, or Fannie Mae or Freddie Mac relating to whole loans insured.

guaranteed, or purchased by the Department of Housing and Urban Development/Federal Housing Administration, the Department of Veterans Affairs, or Fannie Mae or Freddie Mac, except claims based on or arising from the securitizations of any such loans in the RMBS listed in Annex 2:

- f. Any administrative liability, including the suspension and debarment rights of any federal agency;
- g. Any liability based upon obligations created by this Settlement Agreement;
- h. Any liability for the claims or conduct alleged in the following qui tam actions, and no setoff related to amounts paid under this Agreement shall be applied to any recovery in connection with any of these actions:
 - (i) *United States, et al. ex rel. Szymoniak v. American Home Mortgage Servicing, Inc., Saxon Mortgage, Inc., et al.*, No. 0:10-cv-01465-JFA (D.S.C.);
 - (ii) *Sealed v. Sealed*, No. XX CIV XXXX (S.D.N.Y.)
 - (iii) *Sealed v. Sealed*, No. XX CIV XXXX (S.D.N.Y.)
 - (iv) *Sealed v. Sealed*, No. XX CIV XXXX (S.D.N.Y.)

6. **Releases by Morgan Stanley.** Morgan Stanley and any current or former affiliated entity and any of their respective successors and assigns fully and finally release the United States and its officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Morgan Stanley has asserted, could have asserted, or may assert in the future against the United States and its officers, agents, employees, and servants, related to the Covered Conduct to the extent released hereunder and the investigation and civil prosecution to date thereof.

7. **Waiver of Potential FDIC Indemnification Claims by Morgan Stanley.** Morgan Stanley hereby irrevocably waives any right that it otherwise might have to seek (and in any event agrees that it shall not seek) any form of indemnification, reimbursement or contribution from the FDIC in any capacity, including the FDIC in its Corporate Capacity or the FDIC in its Receiver Capacity for any payment under this Agreement.

8. **Waiver of Potential Defenses by Morgan Stanley.** Morgan Stanley and any current or former affiliated entity (to the extent that Morgan Stanley retains liability for the Covered Conduct associated with such affiliated entity) and any of their respective successors and assigns waive and shall not assert any defenses Morgan Stanley may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

9. **Unallowable Costs Defined.** All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Morgan Stanley, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- a. The matters covered by this Agreement;
- b. The United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- c. Morgan Stanley's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- d. The negotiation and performance of this Agreement; and

e. The payment Morgan Stanley makes to the United States pursuant to this Agreement, are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

10. **Future Treatment of Unallowable Costs.** Unallowable Costs will be separately determined and accounted for by Morgan Stanley, and Morgan Stanley shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

11. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Northern District of California.

12. This Agreement is intended for the benefit of the Parties only and does not create any third-party rights.

13. The Parties acknowledge that this Agreement is made without any trial or adjudication or judicial finding of any issue of fact or law, and is not a final order of any court or governmental authority.

14. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

15. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

16. Nothing in this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for the purposes of the Internal Revenue laws, Title 26 of the United States Code.

17. For the purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties and shall not, therefore, be construed against any Party for that reason in any dispute.

18. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

19. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

20. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

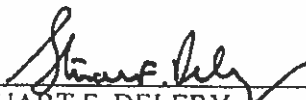
21. This Agreement is binding on Morgan Stanley's successors, transferees, heirs, and assigns.

22. All Parties consent to the disclosure to the public of this Agreement, and information about this Agreement, by Morgan Stanley and/or the United States.

23. This Agreement is effective on the date of signature of the last signatory to the Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

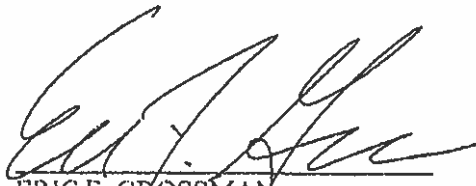
For the United States:

Dated: 2/11/16


STUART F. DELERY
Acting Associate Attorney General
United States Department of Justice

For Morgan Stanley:

Dated: 2/10/10

A handwritten signature in black ink, appearing to read "Eric F. Grossman", written over a horizontal line.

ERIC F. GROSSMAN
Executive Vice President & Chief Legal Officer
Morgan Stanley

ANNEX 1

STATEMENT OF FACTS

Between 2006 and 2007, Morgan Stanley securitized thousands of subprime residential mortgage loans and sold the resulting residential mortgage-backed securities ("RMBS") to investors, including federally-insured financial institutions. Investors, including federally-insured financial institutions, suffered billions of dollars in losses from investing in RMBS issued by Morgan Stanley between 2006 and 2007.

Generally, if borrowers of the mortgage loans in an RMBS make their expected loan payments, RMBS investors will receive expected principal and interest payments on their investment. Conversely, if a sufficient number of borrowers default, principal and interest payments to RMBS investors may not be made. A number of factors, including the characteristics of the borrowers and the value of the properties underlying an RMBS, play a role in determining the capital structure of the RMBS and its expected performance and price.

Morgan Stanley's offering documents represented to investors, including federally-insured financial institutions or their subsidiaries and affiliates, various information about the RMBS, including the characteristics of the underlying subprime mortgage loans.¹ Morgan Stanley also prepared presentation materials (defined below) that it used in discussions with potential investors that described the due diligence process for reviewing pools of loans prior to securitization. Morgan Stanley did not disclose to securitization investors that employees of Morgan Stanley received information that, in certain instances, loans that did not comply with underwriting guidelines and lacked adequate compensating factors and/or had understated loan-

¹ The registration statement, prospectus, the prospectus supplement, and any free-writing prospectuses, including the mortgage loan schedule, all of which are filed with the U.S. Securities and Exchange Commission (SEC), are referred to collectively as "offering documents."

to-value ratios were included in the RMBS sold and marketed to investors. Likewise, as described below, certain of Morgan Stanley's actual due diligence practices did not conform to the description of the process set forth in certain of the presentation materials prepared for and used with potential investors.

Morgan Stanley's RMBS Subprime Securitization Process

Between 2006 and 2007, Morgan Stanley purchased subprime residential mortgage loans, securitized most of those loans into RMBS, and sold the RMBS to investors. For many of these RMBS, Morgan Stanley served as the sponsor, depositor, and underwriter of the RMBS. Morgan Stanley purchased "pools" of subprime mortgage loans from third-party originators, including New Century Mortgage Corporation (New Century). Morgan Stanley then securitized these loans under such shelves as the Morgan Stanley ABS Capital I Inc. or "MSAC" shelf.

The process leading up to the securitization of subprime mortgage loans typically began with Morgan Stanley's bidding for a pool of loans, basing its bid on information from the originator regarding the characteristics of the loans. After a successful bid, Morgan Stanley received information about the specific subprime mortgage loans in the pool, which was provided by the originator in the form of a loan "data tape." If this information showed material discrepancies between the loans that Morgan Stanley expected to receive and the loans in the pool that it actually received, Morgan Stanley could take a number of actions, including demanding that the originator substitute different loans, adjusting the price of the pool, or refusing to purchase loans with characteristics different from the information the originator had provided about the characteristics of loans in the pool. Thereafter, Morgan Stanley engaged in due diligence of the loans, committing significant resources to that endeavor. Based on its due diligence, Morgan Stanley could refuse to purchase loans for many reasons, including that the

loans did not conform to applicable underwriting guidelines and lacked sufficient compensating factors, did not comply with applicable laws, were missing required documentation, relied on appraisals that were not sufficiently supported, or were secured by properties presenting unacceptable health and safety risks.

According to drafts of the Securitized Products Group's business plan in December 2005, Morgan Stanley's goal was to become "the dominant global residential mortgage franchise on Wall Street in [its] target markets (Alt-A, Alt-B, subprime)."

Morgan Stanley developed and maintained business relationships with several large subprime loan originators, whom Morgan Stanley referred to as its clients. Morgan Stanley was aware that its "pull-through rate," or the percentage of loans in each prospective pool that it agreed to buy, was important to some of these originators, including New Century. Morgan Stanley also was aware that originators did not have to sell loans to Morgan Stanley. For example, in a 2006 performance evaluation, a member of Morgan Stanley's contract finance team wrote that the manager of credit-and-compliance due diligence should "stop fighting and begin recognizing the point that we need monthly volume from our biggest trading partners and that . . . the client does not have to sell to Morgan Stanley."

Morgan Stanley's Representations to Investors

In connection with each issuance of RMBS in 2006 and 2007, Morgan Stanley filed a final prospectus supplement for the RMBS and, at times, certain other documents, with the U.S. Securities and Exchange Commission (SEC). These additional documents included free writing prospectuses and schedules of the mortgage loans to be included in the RMBS. These documents supplemented offering documents that previously had been filed with the SEC, namely a registration statement and prospectus for the shelf off of which the RMBS were being

issued. Morgan Stanley provided or made these offering documents available to potential investors. Morgan Stanley also prepared PowerPoint presentations and other materials that described its RMBS and its RMBS program and were used with potential investors through conversations, sales calls, presentations, and at industry conferences (collectively, "presentation materials").

Regarding the characteristics of the loans underlying the RMBS, Morgan Stanley's offering documents represented that "[n]one of the mortgage loans have loan-to-value ratios at origination,² or with respect to second-lien mortgage loans, combined loan-to-value ratios at origination,³ in excess of 100%." Mortgage loans for which the unpaid principal balance exceeds the value of the underlying property are referred to colloquially as "underwater loans." The offering documents also contained other representations concerning LTV and CLTV ratios, including the number of loans in the security for each range of CLTV ratios (e.g., the number of loans with CLTVs between 95 and 100 percent).

Morgan Stanley's prospectus supplements represented that "[t]he scope of [Morgan Stanley's] mortgage loan due diligence varies based on the credit quality of the mortgage loans." Morgan Stanley's prospectus supplements also represented that "[t]he mortgage loans originated

² The prospectus supplement defined the loan-to-value ratio, or LTV, as "ratio of the principal balance of such mortgage loan at the date of determination to (a) in the case of a purchase, the lesser of the sale price of the mortgaged property and its appraised value at the time of sale or (b) in the case of a refinancing or modification, the appraised value of the mortgaged property at the time of the refinancing or modification."

³ The prospectus supplement defined the combined loan-to-value ratio, or CLTV, as "the ratio of the principal balance of the second-lien mortgage loan, together with the outstanding balance of the related first-lien mortgage loan, at the date of determination to (a) in the case of a purchase, the lesser of the sale price of the mortgaged property and its appraised value at the time of sale or (b) in the case of a refinancing or modification, the appraised value of the mortgaged property at the time of the refinancing or modification."

or acquired by [the originator] were done so in accordance with the underwriting guidelines established by [the originator].” These documents further represented that “[o]n a case-by-case basis, exceptions to the [originator’s guidelines] are made where compensating factors exist.” Furthermore, the offering documents represented that “[i]t is expected that a substantial portion of the mortgage loans will represent these exceptions.” Compensating factors are borrower characteristics or loan attributes that provide assurances sufficient to counteract the risks manifested by a borrower’s failure to otherwise meet the originator’s underwriting guidelines. Finally, in the base prospectus for the MSAC shell, in a section titled “Representations by Sellers or Originators: Repurchases,” Morgan Stanley stated that “the depositor [Morgan Stanley] will not include any loan in the trust fund for any series of securities if anything has come to the depositor’s attention that would cause it to believe that the representations and warranties of a seller or originator will not be accurate and complete in all material respects in respect of the loan as of the date of initial issuance of the related series of securities.”

Morgan Stanley also described in presentation materials used with potential investors certain aspects of its MSAC securitization program, including the due diligence process it employed when acquiring residential mortgage loans to identify and exclude certain loans. In these materials, Morgan Stanley described two types of loan-level due diligence it performed. The first type, valuation due diligence, assessed whether information concerning the value of the collateral underlying the mortgage loans sufficiently supported the appraised value of the properties at loan origination. For example, in certain presentation materials used with potential investors, Morgan Stanley stated the purpose of its valuation due diligence: “Morgan Stanley has taken a fundamental view that managing loss severity is the best way to manage portfolio performance. Accordingly, Morgan Stanley has designed a comprehensive valuation review

process to target loans with valuation risk.” Additionally, Morgan Stanley stated in presentation materials used with potential investors, that, as part of its valuation due diligence process, Morgan Stanley would reject loans with an unacceptable negative variance between the appraised value of the mortgaged property, as provided by the originator, and an alternative value Morgan Stanley ordered, called a broker’s price opinion (“BPO”). For example, in presentations used with potential investors titled “MSAC Home Equity Program Overview,” Morgan Stanley stated that, “[u]ltimately, Morgan Stanley excludes loans with unacceptable properties or any loan with a BPO value exhibiting an unacceptable negative variance from the original appraisal.” The appraisals that were reviewed by this process were the same appraisals that were subsequently used to calculate the LTV and CLTV ratios included in offering documents for Morgan Stanley’s RMBS.

The second type of loan-level due diligence, credit-and-compliance due diligence, was conducted on a sample of mortgage loans in bulk pools that Morgan Stanley purchased, assessing the credit risks of the sampled loans and testing for their conformance with applicable laws, affordability, and evidence of the loan’s benefits to the borrower, among other things. Certain presentation materials used with potential investors during the period from late 2005 to April 2006 stated that “Loans selected for review include 100% of loans with: Low FICO scores, Low credit grades, Poor prior mortgage payment histories, High debt to income ratios, High LTV, Borrowers with multiple loans.” These presentations used with potential investors also stated that Morgan Stanley would exclude certain types of loans on a programmatic basis, such as “seasoned or delinquent loans” and “certain high LTV transactions including 100% LTV cash out refinance.” During the period from June 2006 to January 2007, certain presentation materials used with potential investors stated that Morgan Stanley’s credit-and-compliance due diligence

sample on subprime bulk loans consisted of “roughly 2/3 adversely selected loans and 1/3 randomly selected loans.”

In the MSAC overview presentation used with potential investors, Morgan Stanley regularly told potential investors that it “has focused on partnering with the large whole loan originators who have strong credit cultures and risk management.” Morgan Stanley further represented in its prospectus supplements that “[p]rior to acquiring any residential mortgage loans,” Morgan Stanley conducted “a review of the related mortgage loan seller that is based upon the credit quality of the selling institution,” which “may include reviewing select financial information for credit and risk assessment and conducting an underwriting guideline review, senior level management discussion and/or background checks.” Morgan Stanley stated “[t]he underwriting guideline review entails a review of the mortgage loan origination processes and systems. In addition, such review may involve a consideration of corporate policy and procedures relating to state and federal predatory lending, origination practices by jurisdiction, historical loan level loss experience, quality control practices, significant litigation and/or material investors.”

Morgan Stanley's Valuation Due Diligence

As part of its valuation due diligence, Morgan Stanley obtained broker's price opinions (“BPOs”) for a percentage of the loans in a pool. BPOs are an estimate of value on a property from an independent real estate broker. In its presentation materials used with potential investors, Morgan Stanley stated that, “[u]ltimately, Morgan Stanley excludes loans with unacceptable properties or any loan with a BPO value exhibiting an unacceptable negative variance from the original appraisal.” Although Morgan Stanley never had a set numerical threshold for the disparity between a lower BPO value and an original appraisal value that would

automatically result in a loan being rejected for purchase. Morgan Stanley never rejected a loan based solely on the BPO results.

Morgan Stanley had internal criteria for assessing BPO values. When a BPO value had a negative variance of 6 percent or less (*i.e.*, it was smaller than the appraisal value by 6 percent or less) and the BPO LTV or CLTV ratio was not over 100 percent, the loans were "acceptable for purchase for Value." For loans with BPO values that were 7 to 13 percent below the appraisal values, Morgan Stanley used the borrower's credit characteristics, such as FICO score, to evaluate whether to accept the loans. In presentation materials used with potential investors, Morgan Stanley identified risk factors used to target loans with valuation risk. None of these eleven risk factors related to a borrower's credit characteristics.

Morgan Stanley flagged the remaining loans, including every loan where the BPO value had a negative variance from the appraisal value of more than 13 percent, for reconsideration. Morgan Stanley reconsidered these loans using a process it referred to as "mitigation." Mitigation was a process of reviewing the original appraisal, BPO, and other information, in order to assign an additional estimate of value for the property and determine whether to purchase the loan notwithstanding the negative BPO variance or to send it to "tie-out" for review.⁴ Mitigation was described by one Morgan Stanley valuation due diligence employee in a March 2006 email as "the process before tieout where we look at the appraisals and bpo's and try to pull as many files as we can into the deal before we get to tieout." One employee of a loan

⁴ Tie-out was the final step in the valuation due diligence process in which Morgan Stanley and the originator discussed the loans as to which Morgan Stanley had been unable to determine that the appraisal values were sufficiently supported. At tie-out, the originator was given an opportunity to provide additional information, including information about the credit characteristics of the borrower, to support the appraisal values of the properties. Loans that went to tie-out were rejected for purchase if, after consideration of any additional information supplied by the originator, the appraisal values were not sufficiently supported in Morgan Stanley's view.

originator, in an email concerning an October 2006 loan pool, encouraged a Morgan Stanley employee to “[p]lease, Mitigate, mitigate, mitigate!!!” Neither Morgan Stanley’s offering documents nor the presentation materials it used with potential investors mentioned this “mitigation” process.

Beginning in April 2006, Morgan Stanley expanded its “risk tolerance” for valuation due diligence. For example, in April 2006, the head of valuation due diligence at Morgan Stanley notified his supervisor: “Attached you will find the analysis for the final kick outs for New Century this month. I also included the figures to show what we pulled in that had CLTVs to 110% and 120%.” An early May 2006 presentation for Morgan Stanley’s subprime desk by the head of valuation due diligence explained “Risk Decisioning” used to increase the pull through rate. The risk decisioning methodology allowed the valuation due diligence personnel to accept for purchase loans with up to 105, 110, or 120 CLTVs, depending on the borrower’s credit characteristics. The “Desk and Valuation [were] to agree on risk decisioning methodology.”

On May 31, 2006, a member of the valuation due diligence team stated that, as to New Century’s most recent pool, “a greater number of files were ‘removed’ during the mitigation process based on a slightly higher risk tolerance.” In a reply email, the head of valuation due diligence stated “please do not mention the ‘slightly higher risk tolerance’ in these communications. We are running under the radar and do not want to document these types of things.” In an email exchange in June 2006 regarding loans from the previous month’s loan pool, one valuation team member wrote that “[o]ur team pulled in everything possible, so the loans that were kicked are the worst of the worst.”

Starting in April 2006, at times Morgan Stanley conducted an additional, post-mitigation review of loans flagged for tie-out in order to approve the loans for purchase for value. This

additional review occurred on a number of occasions. For example, in a November 21, 2006 email, a member of the valuation due diligence team sent a list of loans marked for tie-out to the head of valuation due diligence, adding, "I assume you will want to do your 'magic' on this one?" In another instance from July 2006, this additional review resulted in clearing dozens of loans for purchase after less than one minute of review per loan file. Through this additional review, Morgan Stanley accepted loans for purchase when it had information indicating that the mortgage loans had CLTV ratios in excess of 100 percent.

In Morgan Stanley's offering documents, the representations to investors were based on the appraisals or purchase prices provided by originators from whom Morgan Stanley purchased subprime mortgage loans. The offering documents did not reflect the additional information Morgan Stanley acquired for certain loans during its valuation due diligence showing a lower value for the collateral than shown in the appraisals. In 18 MSAC trusts with New Century loans,⁵ Morgan Stanley securitized nearly 5,000 loans with BPO values that were at least 15 percent lower than the appraisal values at loan origination or the purchase prices. In these same trusts, Morgan Stanley securitized nearly 9,000 loans with BPO values resulting in CLTV ratios over 100 percent and approximately 1,000 loans where the property value estimates that Morgan Stanley calculated during the mitigation process resulted in CLTV ratios over 100 percent.

Morgan Stanley's Credit and Compliance Due Diligence

In certain respects, the manner in which Morgan Stanley selected the sample of loans for credit-and-compliance due diligence from a loan pool it considered purchasing varied depending

⁵ MSAC 2006 HE3-HE8, MSAC 2006 NC-1-5, MSAC 2007 HE1-3, MSAC 2007 NC-1-4.

on the originator that sold the loans. For some originators, such as New Century, Morgan Stanley typically included a quarter of the loans in the pool in its credit-and-compliance diligence sample between 2005 and 2007.

Morgan Stanley's credit-and-compliance due diligence of loans for its MSAC shelf did not conform to certain representations it made in presentation materials used with potential investors. For example, its sampling did not consist of one-third randomly selected loans and two-thirds adversely selected loans. Between September 2006 and December 2006, Morgan Stanley randomly selected for credit-and-compliance due diligence 46 of the approximately 6,900 loans it reviewed from among the 26,000 loans it purchased from New Century. Morgan Stanley also did not include in its sample every loan with an LTV ratio over 90 even though certain versions of the presentation materials used with potential investors during the 2005 to mid-2006 period stated that it would sample all "high-LTV loans," which had been defined in its offering documents as any loan with an LTV ratio over 80.

Morgan Stanley also securitized certain loans that neither comported with the originators' underwriting guidelines nor had adequate compensating factors. In reviewing loans for credit-and-compliance due diligence purposes, Morgan Stanley retained the services of a third-party due diligence provider named the Clayton Group. In general, Clayton graded a loan "EV1" when the loan complied with the applicable underwriting guidelines and was originated in compliance with applicable laws. Clayton generally graded a loan as "EV2" when the loan did not comply with applicable underwriting guidelines in certain respects but had sufficient compensating factors to justify such exceptions; however, Morgan Stanley afforded Clayton limited discretion in waiving exceptions to underwriting guidelines based on compensating factors. Clayton generally graded a loan as "EV3" when, in Clayton's determination, the loan

was not originated in compliance with applicable laws and regulations, the loan did not comply with applicable underwriting guidelines and lacked sufficient offsetting compensating factors, the loan file was missing a key piece of documentation, or the loan had certain characteristics that, pursuant to Morgan Stanley's instructions, required the vendor to elevate the loan to Morgan Stanley for review.

Morgan Stanley reviewed all loans Clayton graded as EV3 and made a final determination regarding the loan's grade. After reviewing all loans that Clayton graded as EV3 loans, Morgan Stanley assigned its own grade of EV2 to a majority of these loans, which were subsequently purchased and securitized. For example, Clayton assigned a grade of EV3 to an equity cash out loan, noting, among other exceptions, that the borrower, a checker at a florist shop, had an unreasonable stated income of \$9,000 per month and an LTV ratio of 95 percent. Morgan Stanley assigned a grade of EV2 in part because the borrower had been at her job for 19 years and the loan was a refinance transaction that reduced the borrower's total monthly expenses by \$26.

Starting in April 2006, Morgan Stanley's finance team, which was responsible for purchasing and securitizing loan pools but not underwriting or due diligence, instituted a procedure whereby the finance team considered certain loans that Morgan Stanley's credit-and-compliance due diligence process had already recommended should not be purchased. According to an internal Morgan Stanley draft document drafted by its collateral analysis group, this process, known as "risk categorization," was "required when the Banker Team [elsewhere called the finance team] needs to increase the Pull Through Rate." At the direction of Morgan Stanley's finance team, Morgan Stanley credit-and-compliance due diligence personnel undertook this risk categorization, in which they would put each loan they had recommended

not be purchased from certain loan pools into categories depending on the reason for rejecting the subprime mortgage loan. Morgan Stanley's finance team then decided which of these loans had "acceptable risk" in light of the credit profile of the entire pool as measured by the credit rating agencies models. Morgan Stanley examined thousands of loans through risk categorization and ultimately purchased and securitized hundreds of loans through this process.

As stated in Morgan Stanley's presentation materials used with potential investors, Morgan Stanley's credit-and-compliance due diligence did not involve reviewing the loan files for many of the loans in the pools that it purchased (typically around 75 percent of the loans in pools that it bought from New Century in 2006-2007), many of which were subsequently included in its RMBS. This percentage of loans remained unsampled for credit-and-compliance purposes despite indications that the unsampled portions of the pools contained loans that did not conform to Morgan Stanley's representations to investors. Morgan Stanley often excluded from its purchases over 10 percent of the New Century loans that it randomly sampled in a given month, but did not perform a credit and compliance review of the loan files of the remaining loans from which the random sample was drawn. Similarly, Morgan Stanley often kicked out between 20 and 25 percent of the adversely sampled loans that had been selected for due diligence in New Century pools, allowing other loans with the same "adverse selection" characteristics to be purchased and securitized without a loan file review for credit and compliance. Morgan Stanley's agreements with originators like New Century provided Morgan Stanley with the right to increase its sample size if it decided that its initial review warranted further analysis, but Morgan Stanley rarely exercised that right regardless of the results of its sampling. Morgan Stanley did not increase its credit-and-compliance due diligence samples, in part, because it did not want to harm its relationship with its largest subprime originators.

The Quality of Subprime Originators From Which Morgan Stanley Purchased Loans

In the MSAC overview presentation used with potential investors, Morgan Stanley regularly told potential investors that it “has focused on partnering with the large whole loan originators who have strong credit cultures and risk management.” Morgan Stanley was aware of problematic lending practices of the subprime originators from which it purchased mortgage loans. In March 2006, the head of Morgan Stanley’s valuation due diligence team reported that, “due to the deteriorating appraisal quality they are finding with all of the sellers,” his team was “not able to mitigate as many loans as they use[d] to be able to during this process.” In a December 2006 memorandum titled, “New Century Appraisal Kick Out Drivers,” the head of Morgan Stanley’s valuation due diligence team identified valuation problems with New Century loans, such as the “use of dated sales in declining or soft markets,” “use of sales from outside of the neighborhood to support higher value,” “use of sales clearly superior in quality of construction and/or appeal” and the overriding of appraisal reviews by New Century management. After describing the loans rejected by Morgan Stanley from an October 2005 New Century loan pool, a Morgan Stanley credit-and-compliance field due diligence manager reported to the banker team that “there [was] not a lot of ‘common sense’ being used when approving these types of [New Century] loans.” In describing loans graded EV3 from the sample of loans reviewed in the December 2006 New Century pool, a Morgan Stanley credit-and-compliance field due diligence manager stated that “[t]he main issue again with the loans is due to sloppy underwriting and stretching the guidelines and exception approvals at New Century’s management level.”

ANNEX 2

ANNEX 2 *

ACCT 2005-1
ACCT 2005-2
ACCT 2005-3
ACCT 2006-1
American Home Mortgage Assets Trust 2007-3
Ameriquest Mortgage Securities Asset-Backed Pass-Through Certificates, Series 2005-R1
Ameriquest Mortgage Securities Asset-Backed Pass-Through Certificates, Series 2005-R2
Ameriquest Mortgage Securities Asset-Backed Pass-Through Certificates, Series 2005-R7
Ameriquest Mortgage Securities Asset-Backed Pass-Through Certificates, Series 2005-R9
Ameriquest Mortgage Securities Asset-Backed Pass-Through Certificates, Series 2006-R2
Ameriquest Mortgage Securities Asset-Backed PTC, Series 2003-1
Ameriquest Mortgage Securities Asset-Backed PTC, Series 2003-6
Ameriquest Mortgage Securities Asset-Backed PTC, Series 2003-AR2
Ameriquest Mortgage Securities Asset-Backed PTC, Series 2003-AR3
Ameriquest Mortgage Securities Inc., Series 2002-B
Ameriquest Mortgage Securities Trust Series 2006-R2
AMIT 2005-1
AMIT 2005-2
AMIT 2005-4
AMIT 2006-1
Argent Mortgage Loan Trust 2005-W1
Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2005-W2
Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2005-W3
BARN NIM Notes, Series 2007-1
CHL Mortgage Pass-Through Trust, Series 2005-15
CHL Mortgage Pass-Through Trust, Series 2005-5
CHL Mortgage Pass-Through Trust, Series 2006-13
CIT Mortgage Loan Trust 2007-1
CMALT 2007-A4 (CitiMortgage Alternative Loan Trust Series 2007-A4)
CMSI 2007-7 (Citicorp Mortgage Securities Trust, Series 2007-7)
Countrywide Alternative Loan Trust (CWALT) 2005-19CB
Countrywide Alternative Loan Trust (CWALT) 2005-21CB
Countrywide Alternative Loan Trust (CWALT) 2005-37T1
Countrywide Alternative Loan Trust (CWALT) 2005-47CB
Countrywide Alternative Loan Trust (CWALT) 2005-50CB
Countrywide Alternative Loan Trust (CWALT) 2005-74T1
Countrywide Alternative Loan Trust (CWALT) 2005-75CB
Countrywide Alternative Loan Trust (CWALT) 2005-79CB
Countrywide Alternative Loan Trust (CWALT) 2005-86CB
Countrywide Alternative Loan Trust (CWALT) 2006-20CB

* Should a securitization inadvertently not be listed notwithstanding that Morgan Stanley or one of its subsidiaries or affiliates served as the issuer, sponsor, depositor, underwriter, or originator, that securitization will be treated as if it was listed.

Countrywide Alternative Loan Trust (CWALT) 2006-24CB
 Countrywide Alternative Loan Trust (CWALT) 2006-27CB
 Countrywide Alternative Loan Trust (CWALT) 2006-28CB
 Countrywide Alternative Loan Trust (CWALT) 2006-32CB
 Countrywide Alternative Loan Trust (CWALT) 2006-35CB
 Countrywide Alternative Loan Trust (CWALT) 2006-45F1
 Countrywide Alternative Loan Trust (CWALT) 2007-17CB
 Countrywide Alternative Loan Trust (CWALT) 2007-3F1
 Countrywide Home Loans Asset-Backed Certificates (CWABS), Series 2005-11
 Ellington Loan Acquisition Trust 2007-1
 Ellington Loan Acquisition Trust 2007-2
 FHAMS 2005-AA5 (First Horizon Alternative Mortgage Securities Trust 2005-AA5)
 FHASI 2006-2 (First Horizon Mortgage Pass-Through Trust 2006-2)
 FHASI 2006-3 (First Horizon Mortgage Pass-Through Trust 2006-3)
 FHASI 2006-AR2 (First Horizon Mortgage Pass-Through Trust 2006-AR2)
 First Horizon Alternative Mortgage Securities Trust 2006-FA8
 First Horizon Alternative Mortgage Securities Trust 2007-FA3
 GE-WMC Asset-Backed Pass-Through Certificates, Series 2005-1
 GE-WMC Asset-Backed Pass-Through Certificates, Series 2005-2
 GE-WMC Asset-Backed Pass-Through Certificates, Series 2006-1
 GMACM Mortgage Loan Trust 2005-AR3
 GMACM Mortgage Loan Trust 2005-AR4
 HERD LLC 2005-1
 HERD LLC 2006-1
 Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2005-A
 Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2005-B
 Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2005-D
 Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2006-E
 HSBC Home Equity Loan Trust (USA) 2006-1
 HSBC Home Equity Loan Trust (USA) 2006-3
 HSBC Home Equity Loan Trust (USA) 2007-3
 IndyMac INDA Mortgage Loan Trust 2007-AR2
 IndyMac INDX Mortgage Loan Trust 2005-AR35
 IndyMac INDX Mortgage Loan Trust 2005-AR9
 IndyMac INDX Mortgage Loan Trust 2006-AR25
 IXIS 2005-HE1 (IXIS Real Estate Capital Trust 2005-HE1)
 IXIS 2005-HE2 (IXIS Real Estate Capital Trust 2005-HE2)
 IXIS 2005-HE3 (IXIS Real Estate Capital Trust 2005-HE3)
 IXIS 2005-HE4 (IXIS Real Estate Capital Trust 2005-HE4)
 IXIS 2006-HE1 (IXIS Real Estate Capital Trust 2006-HE1)
 IXIS 2006-HE2 (IXIS Real Estate Capital Trust 2006-HE2)
 IXIS 2006-HE3 (IXIS Real Estate Capital Trust 2006-HE3)
 IXIS 2007-HE1 (IXIS Real Estate Capital Trust 2007-HE1)
 Luminent Mortgage Trust 2005-1
 Morgan Stanley ABS Capital I Inc. Trust 2005-HE1
 Morgan Stanley ABS Capital I Inc. Trust 2005-HE2

Morgan Stanley ABS Capital I Inc. Trust 2005-HE3
Morgan Stanley ABS Capital I Inc. Trust 2005-HE4
Morgan Stanley ABS Capital I Inc. Trust 2005-HE5
Morgan Stanley ABS Capital I Inc. Trust 2005-HE6
Morgan Stanley ABS Capital I Inc. Trust 2005-HE7
Morgan Stanley ABS Capital I Inc. Trust 2005-NC1
Morgan Stanley ABS Capital I Inc. Trust 2005-NC2
Morgan Stanley ABS Capital I Inc. Trust 2005-WMC1
Morgan Stanley ABS Capital I Inc. Trust 2005-WMC2
Morgan Stanley ABS Capital I Inc. Trust 2005-WMC3
Morgan Stanley ABS Capital I Inc. Trust 2005-WMC4
Morgan Stanley ABS Capital I Inc. Trust 2005-WMC5
Morgan Stanley ABS Capital I Inc. Trust 2005-WMC6
Morgan Stanley ABS Capital I Inc. Trust 2006-HE3
Morgan Stanley ABS Capital I Inc. Trust 2006-HE4
Morgan Stanley ABS Capital I Inc. Trust 2006-HE5
Morgan Stanley ABS Capital I Inc. Trust 2006-HE6
Morgan Stanley ABS Capital I Inc. Trust 2006-HE7
Morgan Stanley ABS Capital I Inc. Trust 2006-HE8
Morgan Stanley ABS Capital I Inc. Trust 2006-NC1
Morgan Stanley ABS Capital I Inc. Trust 2006-NC3
Morgan Stanley ABS Capital I Inc. Trust 2006-NC4
Morgan Stanley ABS Capital I Inc. Trust 2006-NC5
Morgan Stanley ABS Capital I Inc. Trust 2006-WMC1
Morgan Stanley ABS Capital I Inc. Trust 2006-WMC2
Morgan Stanley ABS Capital I Inc. Trust 2007-HE1
Morgan Stanley ABS Capital I Inc. Trust 2007-HE2
Morgan Stanley ABS Capital I Inc. Trust 2007-HE3
Morgan Stanley ABS Capital I Inc. Trust 2007-HE4
Morgan Stanley ABS Capital I Inc. Trust 2007-HE5
Morgan Stanley ABS Capital I Inc. Trust 2007-HE6
Morgan Stanley ABS Capital I Inc. Trust 2007-HE7
Morgan Stanley ABS Capital I Inc. Trust 2007-NC1
Morgan Stanley ABS Capital I Inc. Trust 2007-NC2
Morgan Stanley ABS Capital I Inc. Trust 2007-NC3
Morgan Stanley ABS Capital I Inc. Trust 2007-NC4
Morgan Stanley ABS Capital I Inc. Trust 2007-SEA1
Morgan Stanley Capital I Inc. Trust 2006-HE1
Morgan Stanley Capital I Inc. Trust 2006-HE2
Morgan Stanley Capital I Inc. Trust 2006-NC2
Morgan Stanley Home Equity Loan Trust 2005-1
Morgan Stanley Home Equity Loan Trust 2005-2
Morgan Stanley Home Equity Loan Trust 2005-3
Morgan Stanley Home Equity Loan Trust 2005-4
Morgan Stanley Home Equity Loan Trust 2006-1
Morgan Stanley Home Equity Loan Trust 2006-2

Morgan Stanley Home Equity Loan Trust 2006-3
Morgan Stanley Home Equity Loan Trust 2007-1
Morgan Stanley Home Equity Loan Trust 2007-2
Morgan Stanley IXIS Real Estate Capital Trust 2006-1
Morgan Stanley IXIS Real Estate Capital Trust 2006-2
Morgan Stanley Mortgage Loan Trust 2005-1
Morgan Stanley Mortgage Loan Trust 2005-10
Morgan Stanley Mortgage Loan Trust 2005-11AR
Morgan Stanley Mortgage Loan Trust 2005-2AR
Morgan Stanley Mortgage Loan Trust 2005-3AR
Morgan Stanley Mortgage Loan Trust 2005-4
Morgan Stanley Mortgage Loan Trust 2005-5AR
Morgan Stanley Mortgage Loan Trust 2005-6AR
Morgan Stanley Mortgage Loan Trust 2005-7
Morgan Stanley Mortgage Loan Trust 2005-8SL
Morgan Stanley Mortgage Loan Trust 2005-9AR
Morgan Stanley Mortgage Loan Trust 2006-10SL
Morgan Stanley Mortgage Loan Trust 2006-11
Morgan Stanley Mortgage Loan Trust 2006-12XS
Morgan Stanley Mortgage Loan Trust 2006-13ARX
Morgan Stanley Mortgage Loan Trust 2006-14SL
Morgan Stanley Mortgage Loan Trust 2006-15XS
Morgan Stanley Mortgage Loan Trust 2006-16AX
Morgan Stanley Mortgage Loan Trust 2006-17XS
Morgan Stanley Mortgage Loan Trust 2006-1AR
Morgan Stanley Mortgage Loan Trust 2006-2
Morgan Stanley Mortgage Loan Trust 2006-3AR
Morgan Stanley Mortgage Loan Trust 2006-4SL
Morgan Stanley Mortgage Loan Trust 2006-5AR
Morgan Stanley Mortgage Loan Trust 2006-6AR
Morgan Stanley Mortgage Loan Trust 2006-7
Morgan Stanley Mortgage Loan Trust 2006-8AR
Morgan Stanley Mortgage Loan Trust 2006-9AR
Morgan Stanley Mortgage Loan Trust 2007-10XS
Morgan Stanley Mortgage Loan Trust 2007-11AR
Morgan Stanley Mortgage Loan Trust 2007-14AR
Morgan Stanley Mortgage Loan Trust 2007-12
Morgan Stanley Mortgage Loan Trust 2007-13
Morgan Stanley Mortgage Loan Trust 2007-14AR
Morgan Stanley Mortgage Loan Trust 2007-15AR
Morgan Stanley Mortgage Loan Trust 2007-1XS
Morgan Stanley Mortgage Loan Trust 2007-2AX
Morgan Stanley Mortgage Loan Trust 2007-3XS
Morgan Stanley Mortgage Loan Trust 2007-4SL
Morgan Stanley Mortgage Loan Trust 2007-5AX
Morgan Stanley Mortgage Loan Trust 2007-6XS

Morgan Stanley Mortgage Loan Trust 2007-7AX
Morgan Stanley Mortgage Loan Trust 2007-8XS
Morgan Stanley Mortgage Loan Trust 2007-9SL
Morgan Stanley Mortgage Loan Trust 2008-1R
Morgan Stanley Structured Trust I 2007-1
MSCC HELOC 2007-1
NATIXIS 2007-HE2
New Century Home Equity Loan Trust 2005-1
New Century Home Equity Loan Trust 2005-3
New Century Home Equity Loan Trust 2005-B
New Century Home Equity Loan Trust 2005-C
New Century Home Equity Loan Trust 2005-D
NovaStar Mortgage Funding Trust, Series 2005-1
NovaStar Mortgage Funding Trust, Series 2005-2
NovaStar Mortgage Funding Trust, Series 2005-3
NovaStar Mortgage Funding Trust, Series 2005-4
NovaStar Mortgage Funding Trust, Series 2006-1
NovaStar Mortgage Funding Trust, Series 2006-2
NovaStar Mortgage Funding Trust, Series 2006-3
Park Place Securities Asset-Backed Pass-Through Certificates, Series 2005-WCWI
RALI 2006-QA5 (RALI Series 2006-QA5 Trust)
RALI 2006-QS10
RALI 2006-QS11
RALI 2006-QS17
RALI 2006-QS4
RALI 2006-QS5
RALI 2007-QS1
RALI 2007-QS2
Residential Asset Securitization Trust 2005-A1
Residential Asset Securitization Trust 2005-A12
Residential Asset Securitization Trust 2005-A13
Residential Asset Securitization Trust 2005-A16
Residential Asset Securitization Trust 2005-A6CB
Residential Asset Securitization Trust 2005-A7
Residential Asset Securitization Trust 2006-A1
Residential Asset Securitization Trust 2006-A12
Residential Asset Securitization Trust 2006-A2
Residential Asset Securitization Trust 2006-A3CB
Residential Asset Securitization Trust 2006-A4 (previously Residential Asset Securitization Trust 2006-A4IP)
Residential Asset Securitization Trust 2006-R2
Residential Funding Mortgage Securities (RFMSI), 2003-S6
Residential Funding Mortgage Securities (RFMSI), 2006-S6
Residential Funding Mortgage Securities (RFMSI), 2007-S7
SAST 2005-1
SAST 2005-2



SAST 2005-3
SAST 2005-4
SAST 2006-1
SAST 2006-2
SAST 2006-3
SAST 2007-1
SAST 2007-2
SAST 2007-3
SAST 2007-4
Sequoia Mortgage Trust (SEMT) 2005-1
Sequoia Mortgage Trust (SEMT) 2005-2
Sequoia Mortgage Trust (SEMT) 2005-3
Sequoia Mortgage Trust (SEMT) 2005-4
Sequoia Mortgage Trust (SEMT) 2007-1
Sequoia Mortgage Trust (SEMT) 2007-2
Sequoia Mortgage Trust (SEMT) 2007-3
Sequoia Mortgage Trust (SEMT) 2007-4
Wells Fargo MBS(WFMB), 2006-AR13
Wells Fargo MBS(WFMB), 2006-AR3