

15.2 Interrogatories to Rescue Scammer's Lender

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

[Consumer 1], [Consumer 2], and [Consumer 3],

Plaintiffs,

v.

HOME SAVERS CONSULTING CORP. a/k/a
PROPERTY INVESTMENT CONSULTANTS,
INC., PHIL SIMON, HOWARD HUGHES, FRED
DOUGLAS WAY, III, ESQ., ROGER H.
RODRIGUEZ, ARGENT MORTGAGE CO., LLC,
AGA CAPITAL NY, INC., "JOHN DOE" and
"JANE DOE," the last two names being fictitious,
said parties being individuals, if any, having or
claiming an interest in, or lien upon, the premises
described herein, and XYZ-1 CORP. and XYX-2
CORP., the last two names being fictitious, it being
the intention of plaintiffs to designate any
corporation having a legal interest in the premises
described herein.

Defendants.

Civil Action No.: 04-5427 (NG) (KAM)

PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANT ARGENT MORTGAGE COMPANY, LLC

PLEASE TAKE NOTICE that, pursuant to Rule 33 of Federal Rules of Civil Procedure and Rule 26.3 of the Local Rules, plaintiffs [Consumer 1], [Consumer 2] and [Consumer 3] hereby request that defendant Argent Mortgage Company, LLC ("Argent") answer the following interrogatories in writing, under oath, within thirty (30) days from the date of service.

DEFINITIONS AND INSTRUCTIONS

1. In addition to the definitions and instructions set forth below, Plaintiffs hereby incorporate by reference the Definitions and Instructions set forth in Plaintiffs' First Request to

Defendant Argent Mortgage Company, LLC for the Production of Documents, dated June 3, 2005.

2. “Complaint” means the complaint, dated December 15, 2004, Plaintiffs filed and served in the above-captioned proceeding.

3. “Identify” (with respect to Persons) means to give, to the extent known:

- a. the Person’s full name;
- b. the Person’s last known address; and
- c. if referring to a natural person, (i) the name of his or her employer; (ii) the address and telephone number of such employer; and (iii) the position held by, or job title of, such person with such employer.

4. “Identify” (with respect to a Document), means to give, to the extent known:

- a. the date of the document;
- b. the type of document (e.g., memorandum, letter);
- c. the author, addressee and other recipients of the document;
- d. the general subject matter of the document; and
- e. the current location of the document.

5. The present tense includes the past and vice versa.

6. All terms not specifically defined in these requests shall have their ordinary meaning.

7. Produce all documents which you identify in any answer to these Interrogatories which are in your possession, custody or control.

8. Answer each interrogatory separately. Whenever subsections are used in these Interrogatories, you are to provide the information requested by each interrogatory as it applies to each subsection.

9. If you cannot give a complete answer, answer as much of the interrogatory as you can. In addition, state why you cannot give a complete answer.

10. If it is claimed that an answer to any interrogatory calls for information or an identification of documents that are privileged or otherwise protected from disclosure and such privilege or other claimed protection is asserted:

- a. identify the nature of the privilege (including work product) that is being claimed; and
- b. provide the following information (unless divulgence of such information would cause disclosure of the allegedly privileged information):
 - i. for documents: (1) the type of document (e.g., letter, memorandum, etc.); (2) the general subject matter of the document; (3) the date of the document; and (4) such other information as is sufficient to identify the document for a subpoena duces tecum, including, where appropriate, the author, addressee, and any other recipient of the document, and, where not apparent, the relationship of the author, addressee, and any other recipient to each other;
 - ii. for oral communications: (1) the name of the person making the communication and the names of persons present while the communication was made and, where not apparent, the relationship of the persons present to the person making the communication; (2) the date and place of the communication; and (3) the general subject matter of the communication.

Any part of an answer to which defendant does not claim privilege or work product should be given in full.

11. These Interrogatories are continuing in character so as to require you to file prompt supplementary and amended answers or responses as required by the Federal Rules of Civil Procedure, if you obtain further or different information relevant to any of these Interrogatories prior to trial herein

INTERROGATORIES

INTERROGATORY NO. 1:

Identify all Persons with knowledge concerning the negotiation, execution, underwriting, origination, performance and/or non-performance of the Rodriguez Mortgage, and summarize the knowledge of each person concerning this subject.

INTERROGATORY NO. 2:

Identify all Persons with knowledge concerning the negotiation, origination, performance and/or non-performance of the [Consumer 1 and Consumer 2] Mortgage, and summarize the knowledge of each person concerning this subject.

INTERROGATORY NO. 3:

Identify all Persons with knowledge concerning the negotiation, execution, performance and/or non-performance of Argent's Title Policy, and summarize the knowledge of each person concerning this subject.

INTERROGATORY NO. 4:

Identify all Persons with knowledge concerning the negotiation, execution, performance and/or non-performance of Rodriguez's Title Policy, and summarize the knowledge of each person concerning this subject.

INTERROGATORY NO. 5:

Identify all Persons with knowledge concerning the negotiation, execution, performance and/or non-performance of the Home Savers Letter Agreement, and summarize the knowledge of each person concerning this subject.

INTERROGATORY NO. 6:

Describe any screening procedures you have used from January 1, 2001 to the present to identify any persons or companies with which you would not conduct business or whose involvement in a mortgage loan transaction would cause you to scrutinize or reject a mortgage loan, including mortgage lenders, mortgage brokers, mortgage bankers, property appraisers, real estate sellers, and/or real estate brokers, including but not limited to subscription to any private mortgage fraud detection or risk management services such as Mortgage Asset Research Institute, Inc. or Appintelligence.

INTERROGATORY NO. 7:

Identify each person or entity affiliated with Argent who has ever been responsible for investigating mortgage fraud, fraudulent deed conveyances, or sale/leaseback agreements in connection with a mortgage application submitted to Argent, or a mortgage bought, sold, originated, or serviced by Argent, and describe the exact nature of his or her responsibilities and areas of investigation.

INTERROGATORY NO. 8:

Identify all mechanisms that you use to ensure that properties for which you originate, service, or buy mortgages are free of defects or clouds in title.

INTERROGATORY NO. 9:

Describe all services provided by AGA Capital in connection with the Rodriguez mortgage, and explain the dollar amount, method of calculation, timing, and payment method of all compensation to AGA Capital.

INTERROGATORY NO. 10:

Describe all services provided by Core Abstract in connection with the Rodriguez mortgage, and explain the dollar amount, method of calculation, timing, and payment method of all compensation to Core Abstract.

INTERROGATORY NO. 11:

Describe the distribution of funds in connection with the Rodriguez Mortgage, including but not limited to the any fees, compensation or consideration given to any of the Defendants, plaintiffs or any third-party.

INTERROGATORY NO. 12:

Identify the person or persons responsible for conducting your due diligence in connection with the Rodriguez Mortgage, including but not limited to your assessment of interests in the [Plaintiffs'] Property; the [Plaintiffs'] Mortgage; the condition and value of the [Plaintiffs'] Property; Roger Rodriguez's ability to repay the Rodriguez Mortgage; Roger Rodriguez's right to occupy the [Plaintiffs' Property] and use it as his principal residence; the Home Savers Letter Agreement; the mortgage saving services offered by Home Savers, and plaintiffs' ability to repay a mortgage.

INTERROGATORY NO. 13:

Do You contend that Roger Rodriguez had an obligation under the Rodriguez Mortgage to occupy the [Plaintiffs'] Home and use it as his primary residence within sixty days of executing the Rodriguez Mortgage. Unless Your answer is an unqualified positive response, enumerate and describe in reasonable detail each reason You assert in support of this contention.

INTERROGATORY NO. 14:

Explain Argent's "streamlined lending model" and "commonsense underwriting" guidelines, as discussed in Argent's online promotional literature.

INTERROGATORY NO. 15:

State with reasonable detail when, how and under what circumstances you set the interest rate for the Rodriguez Mortgage.

INTERROGATORY NO. 16:

Other than the Rodriguez Mortgage, state whether you have originated any mortgage loans that also involved agreements wherein the mortgagor promised to return title to the previous owner after a certain period of time, and if so, identify the address of each such mortgaged property.

INTERROGATORY NO. 17:

Other than the Rodriguez Mortgage, during the period from Argent's formation to present, state whether there are or have ever been any agreements, business relationships or residential real estate transactions between or involving (a) Argent, (b) Core Abstract, (c) AGA Capital , (d) Home Savers, or (e) Fred Douglas Way, III, Esq. If so, identify any such agreements, business relationships or residential real estate transactions.

INTERROGATORY NO. 18:

Explain the process by which Argent screens mortgage brokers and bankers who submit loan applications on behalf of borrowers, and state whether Argent has ever declined to work with or terminated a relationship with a mortgage broker or banker, identifying by name and address the mortgage broker or banker and stating the reason for such decision.

INTERROGATORY NO. 19:

Identify all communications you received from Plaintiffs, stating the person(s) who received such communications, and any investigations, inquiries, conversations, meetings,

discussions, correspondence or other written or oral conversations concerning such communications or responses thereto.

INTERROGATORY NO. 20:

Identify all information concerning property value, property sale history, chain of title, and Loan to Value (LTV) ratios that you require to process mortgage loan applications.

INTERROGATORY NO. 21:

List all information you obtained concerning Roger Rodriguez's ability to pay the Rodriguez Mortgage, including but not limited to household income and savings, maximum debt ratio, credit reports, assets, and liabilities, the sources of any such information, the dates you received it and how such information was used to process the application for the subject transaction.

INTERROGATORY NO. 22:

With respect to any meetings or communications you had with plaintiffs, any of the Defendants, Core Abstract, or Chicago Title Insurance Company concerning the (a) the [Plaintiff's] Mortgage, (b) the Rodriguez Mortgage, (c) Argent's Title Policy, (d) Rodriguez's Title Policy, and (e) the Home Savers Letter Agreement, identify the date and place of each meeting or communication, identify all participants, summarize in reasonable detail what was discussed and state who initiated the meeting or communication and why it was initiated.

INTERROGATORY NO. 23:

Identify each person who provided information or other assistance in responding to these interrogatories, identifying for each person (a) the interrogatory or interrogatories for which such person provided assistance and (b) the information they provided for each interrogatory.

Dated: New York, New York
June 7, 2005

[Attorneys for Plaintiffs]

By: _____
[Attorneys for Plaintiffs]

Attorneys for Plaintiffs [Consumer 1], [Consumer
2], and [Consumer 3]

CERTIFICATE OF SERVICE

I, [Attorney for Plaintiff], an attorney, hereby certify that on June 7, 2005,
I caused a true and accurate copy of the foregoing Plaintiffs' First Request to Defendant Argent
Mortgage Company, LLC for the Production of Documents, to be served on the following:

VIA FACSIMILE and U.S. MAIL

[Attorneys for Defendants]

[Attorney for Plaintiffs]

15.3 Document Requests to Rescue Scammer's Lender

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

[Consumer 1], [Consumer 2] and [Consumer 3],

Plaintiffs,

v.

HOME SAVERS CONSULTING CORP. a/k/a
PROPERTY INVESTMENT CONSULTANTS,
INC., PHIL SIMON, HOWARD HUGHES, FRED
DOUGLAS WAY, III, ESQ., ROGER H.
RODRIGUEZ, ARGENT MORTGAGE CO., LLC,
AGA CAPITAL NY, INC., "JOHN DOE" and
"JANE DOE," the last two names being fictitious,
said parties being individuals, if any, having or
claiming an interest in, or lien upon, the premises
described herein, and XYZ-1 CORP. and XYX-2
CORP., the last two names being fictitious, it being
the intention of plaintiffs to designate any
corporation having a legal interest in the premises
described herein.

Defendants.

Civil Action No.: 04-5427(NG)/(KAM)

PLAINTIFFS' FIRST REQUEST TO DEFENDANT ARGENT MORTGAGE COMPANY, LLC FOR THE PRODUCTION OF DOCUMENTS

PLEASE TAKE NOTICE that, pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rule 26.3 of the Local Rules, Plaintiffs [Consumer 1], [Consumer 2], and [Consumer 3] hereby request that Defendant Argent Mortgage Company, LLC ("Argent") produce the following documents for inspection and copying at the offices of [Attorneys for Plaintiffs], within thirty (30) days from the date of service.

DEFINITIONS

12. The terms “all,” “any” and “each” shall be construed as all, any and/or each as necessary to bring within the scope of the discovery request all responses that otherwise could be construed to be outside of its scope.

13. The terms “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

14. “AGA Capital” means defendant AGA Capital NY, Inc., including, but not limited to, its employees, officers, directors, accountants, attorneys, agents and all other persons or entities acting on its behalf, as well as any parent, subsidiary or affiliates.

15. “Argent” means defendant Argent Mortgage Company, LLC, including, but not limited to, its employees, officers, directors, accountants, attorneys, agents and all other persons or entities acting on its behalf, as well as any parent, subsidiary or affiliates.

16. “Argent’s Title Policy” means title insurance, dated October 21, 2004, issued under policy number 7210732-143308, by Chicago Title Insurance Company, for a \$425,000 mortgage by and between Roger Rodriguez and Argent.

17. “Chase” means Chase Manhattan Bank, including, but not limited to, its employees, officers, directors, accountants, attorneys, agents and all other persons or entities acting on its behalf, as well as any parent, subsidiary or affiliates.

18. “Chicago Title Insurance Company” means Chicago Title Insurance Company, including, but not limited to, its employees, officers, directors, accountants, attorneys, agents and all other persons or entities acting on its behalf, as well as any parent, subsidiary or affiliates.

19. “Communication” means the transmittal of information of any kind and in any form.

20. “Concerning” means comprising, consisting of, concerning, describing, mentioning, referring to, reflecting, regarding, supporting, evidencing, relating to, prepared in connection with, used in preparation for, or being in any way legally, logically or factually concerned with the manner or document described, referred to or discussed.

21. “Core Abstract” means Core Abstract Corp., including, but not limited to, its employees, officers, directors, accountants, attorneys, agents and all other persons or entities acting on its behalf, as well as any parent, subsidiary or affiliates.

22. “Defendant” means any of the defendants to the above-captioned litigation, including, but not limited to, their employees, officers, directors, accountants, attorneys, agents and all other persons or entities acting on their behalf, as well as any parent, subsidiary or affiliated entities.

23. “Document” means any written, typed, printed, recorded or graphic matter of any kind, however produced or reproduced, and all non-identical copies thereof, whether different because of notes made thereon or otherwise, including, but not limited to, and by way of example only: letters or other correspondence, messages, telegrams, telexes, memoranda, e-mail, notations, reports, analyses, summaries, charts, graphs, studies, tabulations, statements, notes, notebooks, work papers, telephone toll records, invoices, books, pamphlets, brochures, press releases, minutes of meetings or conferences, transcripts of telephone conversations, transcripts of testimony, orders or decisions or citations or summonses issued by any court or governmental administrative agency, cost sheets, financial reports, accountants' work papers, opinions or reports of consultants, checks (front and back), check stubs, receipts, ledgers, purchase orders, pictures, photographs, contracts, agreements, advertisements, motion picture films, tapes, tape recordings, videotapes, indices, microfilm, other data compilations, including computer data, computer diskettes, hard drives, zip drives or the memory units containing such data from which

information can be obtained or translated into usable form, drafts of any of the foregoing and all similar documents.

24. “EJ Appraisals” means EJ Appraisals Services, including, but not limited to, its employees, officers, directors, accountants, attorneys, agents and all other persons or entities acting on its behalf, as well as any parent, subsidiary or affiliates.

25. “Ralph H. Pecorale, Esq., P.C.” means Ralph H. Pecorale individually and/or Ralph H. Pecorale, Esq., P.C., including, but not limited to, its employees, officers, directors, accountants, attorneys, agents and all other persons or entities acting on its behalf, as well as any parent, subsidiary or affiliates.

26. “Home Savers” means defendant Home Savers Consulting Corp. (a/k/a Property Investment Consultants, Inc.) including, but not limited to, its employees, officers, directors, accountants, attorneys, agents and all other persons or entities acting on its behalf, as well as any parent, subsidiary or affiliates.

27. “Home Savers Letter Agreement” means the Letter of Investors Program Mortgage Agreement, dated October 22, 2004, by and between Homes Savers and Plaintiffs.

28. “Identify” has the meaning set forth in Rule 26.3 of the Local Rules, which is incorporated herein by reference.

29. “Including” means including, without limitation or in any way qualifying, limiting or restricting the foregoing.

30. “[Plaintiff] Mortgage” means a mortgage, dated March 13, 2001, to secure the sum of \$225,837, by and between Plaintiffs and Allmoney Mortgage Bankers, Inc; as assigned to Chase on March 13, 2001.

31. “[Plaintiff] Property” means the property located at [Plaintiff’s address].

32. “Local Rules” mean the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York.

33. “Person” means all natural persons, corporations, partnerships or other business associations and all other legal entities.

34. “Plaintiffs” mean [Consumer 1], [Consumer 2] and [Consumer 3].

35. “Rodriguez Mortgage” means a mortgage, dated October 21, 2004, to secure the sum of \$425,000, by and between Roger Rodriguez and Argent.

36. “Rodriguez’s Title Policy” means title insurance, dated October 21, 2004, issued under policy number 7210632-68251, by Chicago Title Insurance Company, for a \$425,000 mortgage by and between Roger Rodriguez and Argent.

37. The terms “you” and “your” means Argent, as defined herein.

38. The use of the singular form of any word shall include the plural and vice versa.

INSTRUCTIONS

1. Continuing Requests. These requests are continuing in character so as to require Argent to supplement its responses and produce additional documents pursuant to Rule 26(e) of the Federal Rules of Civil Procedure if Argent locates or obtains possession, custody or control of such additional responsive documents at any time prior to trial.

2. Time Period. Unless otherwise specified herein, the period of time covered by these requests is from January 1, 2002 through the present.

3. Privileged or Proprietary Matter. If any request is deemed to call for the production of privileged or work product materials and any documents or information are not produced because such privilege or work product is asserted, Argent is instructed to provide: (a) the nature of the privilege (including work product) that is being claimed; (b) the type of

document being withheld based upon the asserted privilege; (c) the general subject matter of the document; (d) the date of the document; and (e) such other information as is sufficient to identify the document for a subpoena duces tecum, including, where appropriate, the author of the document, the addressee of the document, and, where not apparent, the relationship of the author and addressee to each other.

4. Lost or Destroyed Documents. If any document requested herein was at one time in existence, but has been lost, discarded or destroyed (including the deletion from any computer of any responsive document), Argent is instructed to identify such document completely, providing as much of the following information as possible: (a) the type of document; (b) its date; (c) the contents, subject(s), title, subtitles, nature, or scope of the document; (d) the date or approximate date the document was lost, discarded or destroyed; (e) the circumstances and manner in which the document was lost, discarded or destroyed; (f) the reasons for disposing of the document (if discarded or destroyed); (g) the identity of all persons authorizing or having knowledge of the circumstances surrounding the disposal of the document; (h) the identity of the person(s) who lost, discarded or destroyed the document; and (i) the identity of all persons having knowledge of the contents thereof.

5. The applicable definitions and rules of construction set forth in the Federal Rules of Civil Procedure and the Local Rules are incorporated herein by reference.

6. If you object to any Document Request or part thereof, all documents to which your objection does not apply shall be produced.

REQUESTS

1. All documents and communications concerning the Rodriguez Mortgage, including, but not limited to, documents concerning its negotiation, execution, implementation

and any drafts thereof, loan files (including photocopies of front and back covers), underwriting documents, disclosure documents, closing documents, bill statements, billing history, escrow history, and proof of payment.

2. All documents and communications concerning the [Plaintiff] Mortgage, including, but not limited to, documents concerning its negotiation, execution, implementation, and satisfaction, and any drafts thereof, and any documents or communications between Argent and Chase regarding the [Plaintiff] Mortgage and the [Plaintiff] Property.

3. All documents demonstrating the manner in which funds were disbursed from the Rodriguez Mortgage, including but not limited to copies of the front and back of all checks issued in connection with the Rodriguez Mortgage.

4. All documents relating to compensation, points, fees or any other funds paid to or received from any person, company or entity in connection with Rodriguez Mortgage.

5. All documents and communications concerning to the chain of title of the [Plaintiff] Property, and the source of such documents.

6. All documents and communications concerning Argent's Title Policy, including, but not limited to, documents concerning its negotiation, execution, implementation and any drafts thereof.

7. All documents and communications concerning Rodriguez's Title Policy, including, but not limited to, documents concerning its negotiation, execution, implementation and any drafts thereof.

8. All documents and communications reflecting any investigations, inquiries, or communications concerning a letter sent by Plaintiffs to Argent on October 25, 2004.

9. All documents and communications concerning the Home Savers Letter Agreement, including, but not limited to, documents concerning its negotiation, execution, implementation and any drafts thereof.

10. Any and all executed agreements by and between any of the Defendants and any third party containing provisions identical or similar to the following provisions contained in Home Savers Letter Agreement: “Whereas for one year our mortgage saving program will pay your mortgage and return said property back to owner/seller on about _____. ... Home Savers agrees to manage and assure that property deed and property title documents are registered back to Sellers within a reasonable time of no less than one month [sic]”.

11. All applications from persons seeking to apply for mortgage loans with Argent that also involved agreements containing provisions identical or similar to the following provisions contained in Home Savers Letter Agreement: “Whereas for one year our mortgage saving program will pay your mortgage and return said property back to owner/seller on about _____. ... Home Savers agrees to manage and assure that property deed and property title documents are registered back to Sellers within a reasonable time of no less than one month [sic]”.

12. All documents and communications concerning the following exclusion listed in Schedule B of Argent’s Title Policy: “Policy excepts [sic] the terms and conditions of an unrecorded agreement dated October 22, 2004 between the insured and the seller.”

13. All documents and communications concerning the following exclusion listed in Schedule B of Rodriguez’s Title Policy: “Policy excepts the terms and conditions of an unrecorded agreement dated October 22, 2004 between the insured and the seller.”

14. From Argent's formation to present, all documents and communications concerning any agreements, business relationships or residential real estate transactions between or involving Argent and any of the following: (a) Home Savers; (b) Phil Simon; (c) Howard Hughes; (d) Fred Douglas Way, III, Esq.; (e) Roger H. Rodriguez; (f) E.J. Appraisals; (g) Ralph H. Pecorale, Esq., P.C.; (h) AGA Capital; (i) Core Abstract; (j) Karalyn Karcher; and (k) Chaiyot Wattanachaiyot.

15. All documents concerning Argent's standards, criteria or guidelines for approving loans, including but not limited to written rules, policy manuals, handbooks, videos, notes, memoranda, or correspondence that constitute, describe, reflect, record, mention, comment upon, or otherwise refer to any training, guidance, or instruction regarding compliance with federal and state consumer protection and fair lending laws.

16. All documents that constitute or reflect Argent's policies, procedures, and instructions concerning the screening, underwriting and approval of loans, including but not limited to written rules, underwriting guidelines, training and policy manuals, handbooks, notices, notes, memoranda, and correspondence..

17. All documents and communications concerning any training, guidance or instructions you have conducted or provided regarding potential or alleged mortgage fraud, fraudulent deed conveyances, and sale/leaseback agreements in connection with a mortgage application submitted to Argent, or a mortgage bought, serviced, or originated by Argent.

18. All documents and communications reflecting any investigation you have conducted regarding potential or alleged mortgage fraud, fraudulent deed conveyances, and sale/leaseback agreements in connection with mortgages bought, sold, serviced or originated by Argent or in connection with mortgage applications submitted to Argent.

19. All documents relating to Argent's methods of pricing interest rates, points and fees (including discount points and/or discount fees), yield spread premiums, closing costs and other fees, including but not limited to rate sheets or matrices and fee charts.

20. All documents and communications concerning any due diligence Argent performed in connection with the Rodriguez Mortgage, including but not limited to its review of title of the [Plaintiff] Property, the condition of the [Plaintiff] Property, Plaintiffs' ability to repay a mortgage and Roger Rodriguez's ability to pay the Rodriguez Mortgage, including his credit history, savings, age, household income, assets, and liabilities.

21. All documents and communications concerning the loan approval conditions associated with the Rodriguez Mortgage.

22. All documents indicating the identities, duties, functions, and responsibilities of all employees, agents, or representatives of Argent who were directly or indirectly involved with the Rodriguez Mortgage, including but not limited to (a) Colleen Kearns; (b) Carl Carr; (c) Angel Calderon; (d) Gary Hernandez; (e) Orson Benn; and (f) Michael Ryan.

23. All documents and communications that constitute, describe, reflect, record, mention, comment upon or otherwise refer to any complaint, including administrative complaints, court filings, and/or informal complaints, arising from or related to mortgages bought, services, or originated by Argent.

24. Any insurance policies or indemnification agreements related to the Rodriguez Mortgage.

25. All documents concerning private mortgage insurance obtained by defendant Roger Rodriguez, and all documents concerning Argent's policy for requiring borrowers to obtain private mortgage insurance.

Dated: New York, New York
June 3, 2005

[Attorneys for Plaintiffs]

By: _____
[Attorneys for Plaintiffs]

Attorneys for Plaintiffs [Consumer 1], [Consumer
2], and [Consumer 3]

CERTIFICATE OF SERVICE

I, [Attorney for Plaintiffs], an attorney, hereby certify that on June 3, 2005,
I caused a true and accurate copy of the foregoing Plaintiffs' First Request to Defendant Argent
Mortgage Company, LLC for the Production of Documents, to be served on the following:

VIA FACSIMILE and U.S. MAIL

[Attorneys for Defendants]

[Attorney for Plaintiffs]