

IN THE UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF TEXAS  
GALVESTON DIVISION

LAM NGUYEN, et al.	§	
Plaintiffs,	§	
v.	§	Civil Action No. <u>3:12-cv-00125</u>
	§	
JP MORGAN CHASE BANK,	§	
f/k/a CHASE HOME FINANCE LLC	§	<u>JURY TRIAL DEMANDED</u>
Defendant.	§	

**PLAINTIFFS' FIRST AMENDED COMPLAINT**

TO THE HONORABLE UNITED STATES DISTRICT COURT:

**COMES NOW** Lam Nguyen and Xuan Nguyen, Plaintiffs in the above-entitled and numbered cause, and file their First Amended Complaint pursuant to Rule 15(a)(1)(B).

**I. PARTIES**

1. Plaintiffs are Lam Nguyen and Xuan Nguyen; Defendant is JPMorgan Chase Bank, N.A., Successor by Merger to Wells Fargo Bank Minnesota, N.A. f/k/a Norwest Bank Minnesota, N.A., Solely as Trustee for Bear Stearns Asset Backed Securities I, LLC, Green Point Mortgage Funding Trust 2006-AR1, Mortgage Pass-Through Certificates, Series 2006-AR1.

**II. JURISDICTION**

2. On March 20, 2012, Plaintiffs filed their complaint in the 56<sup>th</sup> Judicial District Court of Galveston County, Texas and Defendant removed the case to this Court pursuant to 28 U.S.C. § 1441(a).

**III. BACKGROUND**

3. This is a suit for breach of contract, fraud and negligent misrepresentation and pursuant to an application for temporary restraining order and temporary injunction to prevent a foreclosure sale posted under an unlawful declaration of default and acceleration of maturity of a promissory note. Plaintiffs are the owner of a residential property located at 11224 Garfield

Way, Galveston, Texas 77554. They purchased the property as their retirement home in September 2005.

4. In the early hours of September 13, 2008, Hurricane Ike made landfall near Galveston as a strong Category 2 hurricane that severely damaged Plaintiffs' property. Pursuant to a mandatory evacuation, Plaintiffs left their property in Galveston to seek temporary housing. Plaintiffs' property was so badly damaged by Hurricane Ike that it was uninhabitable and Plaintiffs had to obtain temporary living arrangements until their property could be repaired.

5. Plaintiffs' initially received a total of \$99,522.33 from four insurance claims checks to repair the property. *See Exhibit A.*

6. As required, the insurance claims checks were made payable to both Plaintiffs and Defendant as payees. On multiple occasions, Plaintiffs called Defendant to discuss the checks and disbursement of the money for repairs. Defendant promised Plaintiffs that Defendant would endorse the checks and disburse all the settlement funds so Plaintiffs could repair the property.

7. On September 5, 2011, Plaintiffs sent Defendant a letter memorializing their agreement. *See Exhibit B.* Additionally, Plaintiffs sent Defendant all the insurance claims checks totaling \$99,523.33.

8. Relying on Defendant's promise to disburse the funds for repair of the property, Plaintiffs hired a contractor to repair the property an estimated cost of \$88,762.76 on September 26, 2011. *See Exhibit C.*

9. While Defendant has received a total of \$99,522.33 from Plaintiffs' initial insurance settlements, Defendant has only disbursed a mere \$29,837.98 for the repairs. Defendant disbursed \$9,837.98 on November 18, 2009. *See Exhibit D.* Further, Defendant disbursed \$20,000.00 on December 12, 2011. *See Exhibit E.* Defendant has since refused and

continues to refuse to release additional funds for the repair of Plaintiffs' property although Plaintiffs have complied with Defendant's requirements for disbursement.

10. Due to Defendant's failure and continued refusal to disburse the remaining funds for repairs, the contractor has stopped working on Plaintiffs' property. Since that time, Plaintiffs' property remains unrepaired and Plaintiffs are living in temporary housing.

11. On December 13, 2011, Defendant sent Plaintiff a letter stating it required an unreasonable requirement of showing ninety (90) percent repair of Plaintiffs' property before disbursing additional funds. *See* Exhibit F. Plaintiffs cannot have ninety (90) percent of the house repaired when the repair estimate is \$88,762.76 and Defendant has only disbursed \$29,837.98. Plaintiffs have no money to repair the property unless Defendant disburses the remaining funds.

12. Shockingly, Defendant sought to foreclose on Plaintiffs' property after receiving the insurance settlement funds.

13. This suit was initially filed in state court to enjoin the foreclosure. On April 10, 2012, Judge Lonnie Cox signed a temporary injunction to enjoin Defendant from foreclosing on the property. Subsequently, Defendant removed the case to this Court.

#### IV. CAUSES OF ACTION

##### **A. Breach of Contract**

14. Plaintiffs reallege and incorporate by reference all previous and subsequent paragraphs herein.

15. Defendant had a duty to disburse all the insurance settlement so Plaintiffs could repair their property.

16. Defendant's failure and refusal as described above, to disburse the funds as it is obligated to by its promise, constitutes a breach of Defendant's promise. As a result of this breach, Plaintiffs have suffered the damages that are described in this Complaint.

**B. Fraud**

17. Plaintiffs reallege and incorporate by reference all previous and subsequent paragraphs herein.

18. Defendant made material misrepresentations to Plaintiffs with knowledge of the falsity or made them recklessly without any knowledge of the truth and as positive assertion. On multiple occasions, Defendant promised Plaintiffs that it would disburse all the funds for repair of Plaintiff's property once Defendant received the insurance settlement checks. Plaintiffs sent Defendant a letter dated September 5, 2011 memorializing their agreement. *See* Exhibit E.

19. Further, Defendant failed to disclose material facts within its knowledge. Defendant knew that Plaintiffs did not know the facts and did not have an equal opportunity to discover the truth. In particular, Defendant had no intention of disbursing all the settlement funds. Defendant induced Plaintiffs to send Defendant the insurance claims checks and incurring expenses of hiring a contractor to perform the repairs by failing to disclose the fact that Defendant intended to keep the funds and foreclose on Plaintiffs' property. Plaintiffs justifiably relied on the misrepresentations to their detriment.

20. As a proximate and producing and producing cause of the fraud by Defendant, Plaintiffs have suffered the damages that are described in this Complaint.

**C. Negligent Misrepresentation**

21. Plaintiffs reallege and incorporate by reference all previous and subsequent paragraphs herein.

22. Defendant made negligent misrepresentations to Plaintiffs about disbursement of the insurance settlement. Defendant's representations were in the course of its business or in the transaction in which it had a pecuniary interest. On multiple occasions, Defendant promised Plaintiffs that it would disburse all the funds for repair of Plaintiff's property once Defendant received the insurance settlement checks. Plaintiffs sent Defendant a letter dated September 5, 2011 memorializing their agreement. *See* Exhibit E.

23. Defendant did not exercise reasonable care and competence in obtaining or communicating the information in making the representations in question.

24. As a proximate and producing and producing cause of the fraud by Defendant, Plaintiffs have suffered the damages that are described in this Complaint.

#### V. STATE COURT ACTION

25. Based on the facts of the case, the 56<sup>th</sup> Judicial District Court of Galveston County, Texas issued a temporary restraining order on March 30, 2012 to enjoin Defendant from foreclosing on Plaintiffs' property. After conducting a hearing on the matter, the 56<sup>th</sup> District Court issued a temporary injunction on April 10, 2012. Thereafter, Defendant removed the matter to Federal Court.

#### V. PRAYER

26. WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendant be cited to appear and answer herein, and that upon trial hereof, Plaintiffs have and recover such sums as would reasonably and justly compensate them, both as to actual damages and consequential damages, and Defendant disburses the remaining insurance settlement funds for the repair of their property. In addition, Plaintiffs request the award of attorneys' fees, for all costs of course, prejudgment and post-judgment interest as allowed by law, and for any such

other and further relief, at law or in equity to which they may show themselves to be justly entitled.

Respectfully submitted,

By: 

David C. Vuong  
Texas Bar No. 24053538  
Federal Bar No. 633207  
11205 Bellaire Blvd., Ste B-25  
Houston, Texas 77072  
Tel. (832) 328-4778 / Fax. (832) 351-3821  
**Attorney for Plaintiffs**

**CERTIFICATE OF SERVICE**

This pleading was served in compliance with the Federal Rules of Civil Procedure on this 19<sup>th</sup> day of October 2012.

  
\_\_\_\_\_  
David C. Vuong

Damian William Abreo  
1900 Saint James Place, Suite 500  
Houston, Texas 77056



*via fax: 713.693.2025*


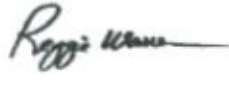
Wm. Lance Lewis  
Gregory M. Sudbury  
2001 Bryan Street, Suite 1800  
Dallas, Texas 75201

*via fax: 214.871.2111*

# **Exhibit “A”**

**Attachment #1: First Two Claim Checks**

CLAIM # C0085719 POLICY # 35968104	 <b>TEXAS WINDSTORM INSURANCE ASSOCIATION</b> P.O. Box 99090 • Austin, Texas 78709-9090	32-2 1110 July 13, 2009 <b>598673</b>
<b>PAY</b> \$**FOUR THOUSAND SEVEN HUNDRED FORTY-SEVEN AND 73/100 DOLLARS		VOID AFTER 180 DAYS \$ 4,747.73
TO THE ORDER OF Lam Nguyen and EMC Mortgage Corporation and The Public Adjuster, Inc.		
Bank of America, N.A. Dallas, Texas		
⑈598673⑈ ⑆⑆⑆⑆000025⑆ 00⑆390023550⑈		

CLAIM # C0085719 POLICY # 35968104	 <b>TEXAS WINDSTORM INSURANCE ASSOCIATION</b> P.O. Box 99090 • Austin, Texas 78709-9090	32-2 1110 February 09, 2009 <b>495487</b>
<b>PAY</b> \$**TWENTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-SIX AND 21/100 DOLLARS		VOID AFTER 180 DAYS \$ 24,766.21
TO THE ORDER OF Lam Nguyen, EMC Mortgage Corporation and The Public Adjusters, Inc.		
Bank of America, N.A. Dallas, Texas		
⑈495487⑈ ⑆⑆⑆⑆000025⑆ 00⑆390023550⑈		

**EXHIBIT A**  
Pg. 1 of Pg. 3



Attachment #3: Third Insurance Claim Check

CLAIM # C0085719 POLICY # 35968104		TEXAS WINDSTORM INSURANCE ASSOCIATION P.O. Box 99090 • Austin, Texas 78709-9090	38-2 1110 July 28, 2009	602153
PAY <b>FIFTY TEN THOUSAND EIGHT AND 39/100 DOLLARS</b>			VOID AFTER 180 DAYS	\$ 10,008.39
TO THE ORDER OF Lam Nguyen and EMC Mortgage Corporation and The Public Adjusters				
Bank of America, N.A. Dallas, Texas			<i>Reggie Wane</i>	
⑆602153⑆ ⑆1111000025⑆ 001390023550⑆				

TEXAS WINDSTORM  
INSURANCE ASSOCIATION  
AUSTIN, TEXAS

PLEASE DETACH AND KEEP THIS STATEMENT  
RECEIPT NOT REQUIRED. RETURN BOTH PARTS IF ERROR IS FOUND

EXPENSE       LOSS

602153

INSURED Lam Nguyen

CLAIM # C0085719  
POLICY # 35968104  
DATE OF LOSS: 9/13/2008  
SIS #

Lam Nguyen  
3419 Aspen Lake  
Manvel, TX 77578

ITEM # 1

COMMENTS Supplement

\$10,008.39  
Chk#: 602153  
rec

EXHIBIT A  
Pg. 2 of Pg. 3

**Attachment #4: Fourth Insurance Claim Check**

CLAIM #: C0085719 POLICY #: 35968104		TEXAS WINDSTORM INSURANCE ASSOCIATION P.O. Box 99090 • Austin, Texas 78709-0990	32-2 1110	730441 August 18, 2011
<b>PAY</b> \$**SIXTY THOUSAND AND 0/100 DOLLARS TO THE ORDER OF Lam Nguyen and EMC Mortgage Corporation			VOID AFTER 180 DAYS \$ 60,000.00	
Bank of America, N.A. Dallas, Texas				
⑈ 73044 ⑈ ⑆ ⑆ ⑆ ⑆ 0000 25⑆ 00 ⑆ ⑆ 900 23550 ⑈				

**EXHIBIT** A  
Pg. 3 of Pg. 3

# **Exhibit “B”**

September 5, 2011

EMC Mortgage Corporation  
P.O Box 6501  
Spring Field, Ohio 45501-6501

Attention: - Loss Drafts Department (1-800-583-7915)  
- Customer Service Department (1-800-723-3004)

Reference: - Loan Number: 0014130413  
- Borrower's name: Xuan-Hue Nguyen  
- Property Address: 11224 Garfield Way, Galveston, TX 77554

Dear Sir/Madam:

My wife Xuan-Hue Nguyen is the owner of the house located at 11224 Garfield Way, Galveston, TX 77554. She is the borrower from EMC Mortgage Corporation, loan number 0014130413, but I am the one who bought insurances for the house.

That house was damaged by hurricane IKE on 09/13/2008. The Texas Windstorm Insurance Association sent me 3 checks for my claim to be paid to the order of: Lam Nguyen and EMC Mortgage Corporation and The Public Adjusters.

I sent the first two claim checks to you for endorsement on August, 2009 (see attachment #1):

	Check #	Amount
1 <sup>st</sup> Claim Check	598673	\$4,747.73
2 <sup>nd</sup> Claim Check	495487	<u>\$24,766.21</u>
Total:		<u>\$29,513.94</u>

On November 18, 2009 you sent me check number 0000894386 (as partial release) in the amount of \$9,837.98 representing one third of the first two claim checks above mentioned (see attachment #2). You still kept  $\$29,513.94 - \$9,837.98 = \mathbf{\$19,675.96}$  on hold

On December 15, 2009 I sent you the third claim check number 602153 (see attachment #3) in the amount of \$10,008.39 by Certified mail 7009 2250 0004 2108 0978. In total you still kept  $\$19,675.96 + \$10,008.39 = \mathbf{\$29,684.35}$  on hold.

Today I am in possession of a fourth claim check number 730441 in the amount of \$60,000.00 (see photo of the check in attachment #4) to be paid to the order of Lam Nguyen and EMC Mortgage Corporation.

**EXHIBIT B**  
Pg. 1 of Pg. 2

I need you to confirm that you still keep \$29,684.35 on hold before I send you the fourth check for your endorsement.

My wife is contracting with PACIFIC CONSTRUCTION CO, 6507 Ladera Dr., Houston, TX 77083, Tel: (832) 768-8898, for home repair.

Please send your confirmation about the amount of money you kept and the required paperwork for the contractor to fill out and send back to you in order to start the home repair as soon as possible.

Thank you very much for your attention.

Lam Nguyen  
3419 Aspen Lake Dr.  
Manvel, Texas 77578

C/C The Law Offices of  
David C. Vuong & Associates  
11205 Bellaire Blvd. Ste B-25, Houston, TX 77072  
Tel: 832-328-4778 – Fax: 832-351-3821

**EXHIBIT B**  
Pg. 2 of Pg. 2

# **Exhibit “C”**

**PACIFIC CONSTRUCTION.CO**

**N0: 569**

6507 LADERA .DR  
Houston , Texas 77083  
Tel: 832-768-8898  
Email: paacific71@yahoo.com

**SALE CONTRACT**

Date: Sep / 26/ 2011

Submitted to: Mr & Mrs LAM NGUYEN  
11224 Garfield Way.  
Galveston, Texas 77554.

Dear Mr & Mrs LAM NGUYEN

We are pleased to propose hereby to furnish all materials and perform all the labor necessary to demolishing / remodeling your property as your required for the above mentioned project.

We are submitted specifications:

**I/ DRAWING and PERMIT ( City of Galveston)**

**Architect: Anthony Vu AMC Design  
2910 Calendor Lake Dr.  
Missouri City / Tx 77459.**

**EXHIBIT** C  
Pg. 1 of Pg. 8

**DESCRIPTION FOR INTERIOR WORK:**

**1/ ROOM # 1: (11'x14'x8')**

- Repair all 3 windows drywall damaged by water.
- Repair drywall ceiling & texture.
- Replace insulation.
- Replace metal corner bead & texture.
- Replace approx. 50' base board.
- Replace missing closet door.
- Remove and replace new padding and carpet ( matching w/t existing)

**2/ ROOM # 2: (11'x14'.6"x8')**

- Remove and replace approx. 160 sq/f ceiling drywall.
- Replace new ceiling insulation.
- Remove and replace approx. 155 sq/f drywall for walls
- Remove and replace approx. 55 Lf base board.
- Remove and replace new padding and carpet ( matching w/t existing)

**3/ ROOM # 3: (11'.6"x 13'x8')**

- Replace approx. 32 SQ/F drywall for ceiling & tape & float & texture.
- Replace all 4 corner bead for 2 window.
- Replace damaged drywall for wall approx.65 sq/f.
- Remove and replace closet door 48"x 6'8".
- Remove and replace new base board.
- Remove and replace new padding and carpet ( matching w/t existing)

**4/ ROOM # 4: (11'x10'x8')**

**EXHIBIT** C  
Pg. 2 of Pg. 8



- Replace 6 metal corner bead & drywall for 2 window and sliding door.
- Remove and replace apprx. 60Lf base board.
- Remove and replace new padding and carpet ( matching w/t existing)

**5/ KITCHEN AREA : ( 12'5"x11'x8')**

- Replace apprx. 32 sq/f drywall for ceiling & texture.
- Kitchen cabinet to remain / clean & seal entire cabinetry @ mill work.

**6/ UTILITY ROOM : (8'x3'x8')**

- Clean and seal texture wall.
- Rem & Rpl new base board.

**7/ LIVING ROOM: (23'x16'4"x10')**

- Drywall repair around window and main entry
- Clean and seal texture wall.
- Remove and replace entire vinyl flooring 12"x12"( same grade w/t existing)
- Install new base board.

**8/ PAINTING:**

- Block all stain & repaint entire interior house:

\* Wall : Primer all new sheetrock  
2 coat interior latex semi gloss SW-400.

\* Doors & Trim & Shelving & Base board:  
Hi-gloss latex SW-200.

**EXHIBIT C**  
Pg. 3 of Pg. 8

## **II/ ELECTRICAL:**

- Perform all electrical work to print comply with City code.
- Rewiring & reconnecting new meter.
- Rem & Rep. new electrical panel if necessary .
- Replace all light interior & exterior fixtures to print.

## **III/ PLUMBING :**

### **\* INTERIOR:**

- Checking all hot & cold water line.
- Rem & Rpl. new kitchen sink & faucet
- Replace food disposal if necessary.
- Rem & Rpl. new water heater if necessary.

### **\* EXTERIOR:**

#### **SEPTIC SYSTEM:**

- Remove and reinstall new septic tank w/t 2 year maintenance contract.
- Remove and replace water lines.
- Remove and replace sewer lines.

**EXHIBIT C**  
Pg. 4 of Pg. 8

**IV/ H.V.A.C:**

- Remove and replace Air return cover in living room.
- Remove and replace new condenser matching w/t existing.

**SAND REPLENISHMENT:**

- Fill in missing sand to previous level to grade.

**ROOF: 30'4"x36'2"x2 (apprx: 21SQ)**

- Remove & replace new felt and composition asphalt shingles 30 years
- Remove and reinstall 02 skylight.

**SIDING: (apprx: 742 Sq/f)**

- Replace missing Vinyl siding & Fascia and Soffit vinyl at Front / Rear Right and Left of the house.
- Replace 3/8" fir ply wood and insulation missing underneath house.

**DECKING & STAIR:**

- Decking frame to remain.
- Remove and replace 320 Sq/f of decking w/t treated wood.
- Remove and replace 60 Lf x 42" high railing.
- Rebuild outside stairs 36" width w/t treated wood.

**EXHIBIT C**  
Pg. 5 of Pg. 8

All materials is guaranteed as specified and the work to be performed in accordance with specifications submitted for above work and completed in a substantial workmanlike manner.

Any alteration or deviation from the specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.

Total cost is in the amount of : \$88,762.76  
( EIGHTY EIGHT THOUSANT SEVEN HUNDRE SIXTY TWO & 76/100)

CONTRACTOR ✓

OWNER ✓

PACIFIC CONSTRUCTION CO.

Xuan Hue Nguyen

(Signature)

(Signature)

*[Handwritten signature]*

(Print name and title)

(Print name and title)

MICHAEL NGUYEN

XUAN HUE NGUYEN OWNER

Date: OCT. /12/2011

Date: 10/12/2011

PAYMENT TO BE MADE AS FOLLOWS:

- 20% Upon signing the contract.
- Payment will be drawn as job progresses.

\* 20% Down payment Received 10/4/11. Ultraman

EXHIBIT C  
Pg. 6 of Pg. 8

All materials is guaranteed as specified and the work to be performed in accordance with specifications submitted for above work and completed In a substantial workmanlike manner. Any alteration or deviation from the specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.

Total cost is in the amount of : \$88,762.76  
( EIGHTY EIGHT THOUSANT SEVEN HUNDRE SIXTY TWO & 76/00)

CONTRACTOR ✓

OWNER ✓

PACIFIC CONSTRUCTION CO.

Xuan Hue Nguyen

(Signature)

(Signature)

*[Handwritten signature]*

(Print name and title)

(Print name and title)

MICHAEL NGUYEN

XUAN HUE NGUYEN OWNER

Date: OCT. /12/2011

Date: 10/12/2011

PAYMENT TO BE MADE AS FOLLOWS:

- 20% Upon signing the contract.
- Payment will be drawn as job progresses.

\* 20% Down payment Received 10/4/11. Ultraman

EXHIBIT C  
Pg. 7 of Pg. 8

JPMorgan Chase Bank, N.A.  
Loss Drafts Department  
P.O. BOX: 100585  
Florence, SC- 29501  
(866) 920 8931

CONDITIONAL WAIVER OF LIEN

Loan Number: 10014130413

Property Address: 11274 GARFIELD WAY, GALVESTON, TX 77554  
(Street Address)

Only the Zip Code is Optional  
(City, State and ZIP)

Conditional Upon Payment Of: Must have written amount or numerical Dollars

(\$ 88,762.76), the undersigned hereby agrees to release and/or waive any and all claims of lien of labor and/or materials described as:

See Adjuster's Report and  
Sale Contract

Used in the construction, erection and/or alteration of the building situated on the above referenced property address.

And same being owned by: XUANHUE NGUYEN  
(Customer's Name)

Signed this 7<sup>th</sup> day of NOVEMBER, AD 2011

PACIFIC CONSTRUCTION CO.  
(Company's Name)

By: [Signature]  
(Authorized signer of contracting company)

Title: Contractor  
(Authorized signer's title)

[Signature]  
(Notary Public)



My commission expires on (date): 03/24/2012

OP-LW

\*PLEASE COMPLETE ALL SECTIONS OF THIS FORM\*

**EXHIBIT C**  
Pg. 8 of Pg. 8

# **Exhibit “D”**

**Attachment #2: EMC Partial Release Check (1)**

LDC08/7VM



November 18, 2009

Xuan Hue Nguyen  
3419 Aspen Lake Dr  
Manvel, TX 77578

RE: Insurance Loss

Loan Number: 0014130413  
Amount: \$9837.98

Dear Xuan Hue Nguyen :

Please find enclosed the check for the partial release for your insurance claim.

If we can be of any further assistance, our Loss Drafts Department can be reached between the hours of 9:00am to 8:00pm Eastern Time at 1-800-583-7915.

Sincerely,

Claims Customer Department

Enclosure



One Assurant Way Springfield, Ohio 45505

**EXHIBIT D**  
Pg. 1 of Pg. 2



**Attachment #2: EMC Partial Release Check (2)**

Payee Name & Address \*\*\*\*\*  
 \*LONE STAR BLDGS GRP LLC\*\*\*\*\*  
 \*AND XUAN HUE NGUYEN\*\*\*\*\*  
 \*1021 61ST ST SUITE 300\*\*\*\*\*  
 \*GALVESTON, TX 77551\*\*\*\*\*

**EMC**  
 Mortgage Corporation

Check Number: 0000894386  
 Check Date: 11/18/2009  
 Payee Code: LD6914  
 Page: 1 Of 1

Batch: H1K

**Disbursement Check Voucher**

LOAN NUMBER	EMC NUMBER/EMV NUMBER/PROPERTY ADDRESS	DESCRIPTION	YEAR	MONTH	DATE	AMOUNT DIB
0014120413	EM NGUYEN FIRST DEAR		104			9 837.98

Check Totals: 9,837.98

**SEE BACK FOR LISTING OF SECURITY FEATURES. THE ORANGE "EMC" BECOMES COLORLESS WHEN RUBBED BRISKLY.**

EMC Mortgage Corporation  
 Disbursement Clearing  
 3415 Vision Drive  
 Columbus, OH 43219

**EMC**  
 Mortgage Corporation

JPMorgan Chase Bank  
 Dallas, TX 75201

0000894386  
 32-01/1110

DATE: 11/18/2009  
 PAY TO THE ORDER OF: \*\*\*\*\*9,837.98

VOID AFTER 180 DAYS

PAY *Nine Thousand Eight Hundred Thirty Seven And 98/100 Dollars*

**EMC**  
 \*LONE STAR BLDGS GRP LLC\*\*\*\*\*  
 \*AND XUAN HUE NGUYEN\*\*\*\*\*  
 \*1021 61ST ST SUITE 300\*\*\*\*\*  
 \*GALVESTON, TX 77551\*\*\*\*\*

*James Bantz*

**EXHIBIT D**  
 Pg. 2 of Pg. 2

# **Exhibit “E”**



JPMORGAN CHASE BANK NA  
 DISBURSEMENT CLEARING  
 HR AVH D15421  
 0014130413

CHECK NO  
**0002681492**

MO/DAY/YR  
**12/12/2011**

FOR PAYMENT OF RESTRICTED ESCROW

Twenty Thousand and 00/100 Dollars

AMOUNT  
**\*\*\*\*\*\$20,000.00**  
 VOID IF NOT CASHED WITHIN 180 DAYS

PAY TO  
 THE ORDER  
 OF

HAI SY NGUYEN &  
 LAM NGUYEN &  
 XUAN NGUYEN

*John Bang*  
 AUTHORIZED SIGNATURE

⑈0002681492⑈ ⑆021309379⑆ 765912597⑈

THE ORIGINAL DOCUMENT HAS A TELLER'S MARK IN THE PAPER. HOLD TO LIGHT TO VIEW WHEN CHECKING THE ENDORSEMENT.

**Disbursement Check Voucher**

PAYEE NAME & ADDRESS  
 HAI SY NGUYEN &  
 LAM NGUYEN &  
 XUAN NGUYEN

CHECK NUMBER: **0002681492**  
 CHECK DATE: **12/12/2011**  
 PAYEE CODE: **D15421**

BATCH: H:R

PAGE 1 OF 1

LOAN NUMBER	SHORT NAME/ INIT NAME/ PROPERTY ADDRESS	DESCRIPTION	TRAN CODE	DATE	AMOUNT DUE
0014130413	XH NGUYEN	FIRST DRAW	304		20,000.00

**EXHIBIT E**  
 Pg. 1 of Pg. 1

Check Totals:

1 Item

**\$20,000.00**

# **Exhibit “F”**



JPMorgan Chase, N.A.  
Loss Drafts Department  
P. O. Box 100565  
Florence, SC 29501  
866-742-1461

February 15, 2012

XUAN HUE NGUYEN  
3419 ASPEN LAKE DR  
MANVEL TX 77578

Re: Home Mortgage Loan \*\*\*\*\*0413  
Tracking Number 3182663

**Please Provide Document(s)**

Dear Xuan Hue Nguyen:

Please provide us with the following checked documents to enable us to proceed with the processing of your loss draft claim funds.

- |   |   |
|---|---|
| <input type="checkbox"/> Mortgagors Affidavit     | <input type="checkbox"/> Adjusters Report     |
| <input type="checkbox"/> Contractors Lien Waiver  | <input type="checkbox"/> Contractors Estimate |
| <input type="checkbox"/> Internal Revenue Form W9 | <input type="checkbox"/> Paid Receipts        |
| <input checked="" type="checkbox"/> Other         |   |

90% inspection results are needed.

Please fax or mail these documents to:

JPMorgan Chase, N.A.  
Loss Drafts Department  
P.O. Box 100565  
Florence, SC 29501  
Fax: 843-413-7886

Chase's goal is to provide the highest level of quality service. If you have further questions, please contact our Loss Draft Department at 866-742-1461.

We appreciate your business and value our relationship with you.  
Sincerely,

Tequilla Murphy  
Loss Draft Department

OP-DN

**EXHIBIT** F  
Pg. 1 of Pg. 1