



**Certified Forensic Loan Auditors**

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**ENGAGEMENT AGREEMENT**

**FOR CFLA WHOLESALE CLIENTS ONLY**

WHEREFORE, the undersigned CLIENT [hereinafter “CLIENT”] wishes to engage CERTIFIED FORENSIC LOAN AUDITORS, LLC [hereinafter “CFLA”] in the performance of “*Securitization Document Loan Audits*” on behalf of CLIENT’s 3<sup>rd</sup> party clients [hereinafter “Homeowner”], its affiliates and assigns.

- 1.1 CLIENT agrees to the Pricing Schedule as set forth in Appendix A.
- 1.2 CFLA imposes no minimum output requirement for Pricing Schedule as set forth in Appendix A.
- 1.3 CLIENT warrants and represents that it has ACTUAL and APPARENT Authority to authorize and transact the required business and analysis required of CFLA to perform the services as set forth herein.
- 1.4 CLIENT agrees that its payment obligation on each file is due upon submission of CLIENT file to CFLA, or as otherwise set forth by the parties to this agreement.

WHEREAS CFLA is in the business of providing an analysis of real estate loan documents, debt secured or otherwise, and the examination of the documents required in the scope of a Securitization Audit,

This Engagement between CLIENT and CFLA is for the performance in good faith, of the duties express and implied under this agreement, including, but not limited to those services as set forth in APPENDIX A.

NOW THEREFORE in consideration of the foregoing and every term, covenant and condition hereafter set forth, CFLA and CLIENT do hereby understand, covenant and agree as follows:

CLIENT understands that CERTIFIED FORENSIC LOAN AUDITORS, LLC (“CFLA”) and its officers and directors cannot guarantee CLIENT any result in any Loan situation, or with any particular Lender[s], and CLIENT hereby agrees to cooperate in obtaining all necessary documentation required of CFLA. If Recorded documents cannot be obtained by CLIENT, than CLIENT will Authorize CFLA to obtain Recorded Documents pursuant to APPENDIX B.

CLIENT also expressly agrees to hold CERTIFIED FORENSIC LOAN AUDITORS, LLC, its Officers, and Directors and Associates completely harmless in the event that the Homeowner’s position is too severe to remedy and the home is lost in a Trustee Sale for any reason.

#### **Fee Acknowledgment**

The required fee is due upon submission of the CLIENT file, and payment will be made via Credit Card Authorization, Wire Transfer, Company Check, Cashier’s Check or Money Order to be made out to

#### **“CERTIFIED FORENSIC LOAN AUDITORS, LLC” or simply “CFLA”**

By signing below CLIENT understands and agrees that the Securitization Audit, as set forth in the Schedule of Pricing herein, is being collected exclusively for the completion of a Securitization Audit / Forensic Loan Audit, to the lender on behalf of the CLIENT, for the benefit of the CLIENT, which ultimately insures to the benefit of the Homeowner, and said work is considered earned upon its submission; and said Securitization Loan Document Analysis, does not come with any express or implied guarantees by CERTIFIED FORENSIC LOAN AUDITORS or its Officers and Associates.

Furthermore, CLIENT agrees to indemnify and hold harmless, CFLA, its affiliates, members, officers, directors, and assigns, against any and all actions, claims, liability, costs, damages, charges and expenses, that it may be liable to any 3<sup>rd</sup> party not a party to this agreement, that result from CLIENT’s Professional Negligence or liability arising there from.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and any dispute arising under or in connection herewith shall be presented in and determined by these courts exclusively.

CLIENT consents to Venue and Jurisdiction being proper in the Los Angeles Superior Court.

CLIENT agrees and hereby covenants that all work generated on his behalf, or on behalf of his company, that is generated by CFLA or its members will be under the supervision of his attorney, licensed in the appropriate jurisdiction, and that:

***“Pursuant to Business and Professions Code § 6125 et seq, CFLA, and its members, do not engage in activities that could be considered the unlawful practice of law by conduct exhibiting any of the following practices: . . . the doing and performing services in a court of justice in any matter depending therein throughout the various stages and in conformity with the adopted rules of procedure. It includes legal advice and counsel and the preparation of legal instruments and contracts by which the legal rights are secured although such matter may or may not be depending in a court.” Business and Professions Code § 6125 et seq***

I have received a copy of the MARS RULE i.e. “The Mortgage Assistance Relief Services Rule” a Compliance Guide for Businesses, issued by the Federal Trade Commission at the CFLA website link below:

<http://www.certifiedforensicloan auditors.com/pdfs/compliance-guide-for-business.pdf>

Furthermore, I agree and covenant that as a client of CFLA, I will adhere to the policies and standards as set forth in the MARS Rule, up to and including, (1) provisions on charging upfront fees, (2) truth in advertising principles, (3) disclosures, (4) record keeping requirements, as set forth in handbook at link above.

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This Agreement is made and entered into this \_\_\_\_<sup>TH</sup> day of \_\_\_\_\_2014;

\_\_\_\_\_,  
CFLA / ACCOUNT MANAGER

\_\_\_\_\_/\_\_\_\_\_  
INDEPENDENT CONTRACTOR

**APPENDIX "A"**

**"Pricing Schedule LEVEL II WHOLESALE- BULK RATE"**

**RESIDENTIAL FORENSIC LOAN AUDIT PRICING**

TRUST LOOKUP AND BLOOMBERG SCREEN SHOTS	\$XXXX
PROPERTY SECURITIZATION "BLOOMBERG" AUDIT	\$XXXX
QUIET TITLE PACKAGE..... (SEC~ Bloomberg, Chain of Title Report, Complaint, TRO, Lis Pendens, and Notarized Attorney Expert Witness Affidavit)	\$XXXX
REST REPORTS	\$XXXX

**TRAINING CERTIFICATION-**

Scheduled Class Training Sessions (3 day).....	\$2,495.00 <sup>1</sup>
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**XXXX- denotes that wholesale pricing is to be further determined**

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<sup>1</sup> Subject to early bird discount rates as applicable

<sup>2</sup> Prices listed are standard rates and are subject to adjustments based upon the client's volume. All accounts are reviewed monthly, if the adjusted rate volume is not met the prices will be adjusted to the client's volume.

## **APPENDIX B**

### **NECESSARY DOCUMENTS FOR A BLOOMBERG ~ SECURITIZATION AUDIT**

1. Borrower Name, Residential Address, and SSN or Tax ID Number (FOR BUSINESS)

- Copy of Mortgage or Deed of Trust

## **APPENDIX C**

### **RECOMENDED DOCUMENTS FOR FORENSIC LOAN AUDIT**

A list of Recommended Documents to perform a Certified Forensic Loan Audit are provided below:

1. Signed Borrower's Authorization to Release information
2. Lender's Closing Instructions (if available)
3. HUD-1 Settlement Statement
4. Uniform Residential Loan Application (FNMA 1003)
5. Promissory Note with all endorsements, modifications, attachments,
6. riders, addendums, etc.
7. Mortgage/Deed of Trust / Security Instrument with all endorsements,
8. modifications, attachments, riders, addendums, etc.
9. Prepayment Rider (if applicable)
10. Initial Truth in Lending Disclosure
11. Final Truth in Lending Disclosure
12. Section 32 Disclosures (if applicable)
13. Good Faith Estimate
14. Broker Fee Agreement (if applicable)
15. Rescission Notice/ Right to Cancel (if applicable)
16. Mortgage Insurance Certificate (if applicable)
17. Escrow/Impound Disclosure Statement
18. Escrow Waiver

***The following documents are not required but may expand the scope of the Forensic Audit:***

1. All State Disclosures
2. Property Tax Bill (for the cycle in which the loan was transacted)
3. Sales Contract with all Addendums (if applicable)
4. Hazard Insurance Documents
5. FEMA Standard Flood Hazard Determination