

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Nationstar Mortgage, LLC

Opposer,

v.

Mujahid Ahmad

Applicant.

78866376

Opposition No. 91177036

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U.S. PATENT & TRADEMARK OFFICE  
TRADEMARK PROCESS RECEIVED

**OPPOSER'S CROSS-MOTION FOR SUMMARY JUDGMENT AND  
OPPOSITION TO APPLICANT'S MOTION FOR SUMMARY JUDGMENT**

Opposer Nationstar Mortgage LLC ("Opposer") hereby opposes Applicant Mujahid Ahmad's ("Applicant's") Motion for Summary Judgment ("Applicant's Motion") and moves the Board to grant Summary Judgment to Opposer for the reasons stated below.

**I. INTRODUCTION**

This proceeding is based upon Applicant's fraud in filing Application Serial No. 78/866,376 ("the '376 Application") for the mark NATIONSTAR in connection with "real estate brokerage; rental of real estate; real estate management services, namely management of commercial and residential properties; real estate investment; residential and commercial property and insurance brokerage; mortgage brokerage; and business finance procurement services" (as amended) ("Applicant's Services") based upon actual use.

Applicant filed the '376 Application on April 20, 2006, shortly after learning of Applicant's plans to begin using the mark NATIONSTAR MORTGAGE. Applicant filed the '376 Application based on actual use, alleging a date of first use of April 2005, despite the fact that Applicant had not yet rendered any services under the NATIONSTAR mark. Applicant



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knew that the declaration of use was false at the time of filing, and made this false declaration with the intention of obtaining a priority date in the NATIONSTAR mark which would be earlier than Opposer's priority date in its NATIONSTAR MORTGAGE mark.

After the filing of the Notice of Opposition, Applicant attempted to cure his fraud by filing a new application for the NATIONSTAR mark in connection with different services and by seeking to amend the application at issue in this proceeding to rely on intent-to-use rather than actual use. However, these actions are not enough to prevent summary judgment in favor of Opposer; under well-established Board precedent, the Board must deny registration to Applicant if the evidence shows that he had not used the mark in connection with any of the services in the application at the time of filing and that he knew or should have known that his declaration of use was false.

The evidence of record clearly demonstrates that Applicant's alleged "use" of the mark at the time of the filing date of the application, if any, was limited to token advertising in connection with mortgage brokerage and real estate brokerage. Applicant never actually "used" the mark in connection with these services, however, since the services themselves were never actually rendered in connection with the NATIONSTAR mark. Moreover, there is absolutely no evidence that Applicant has ever used or even advertised the NATIONSTAR mark in connection with rental of real estate; real estate management services; real estate investment; insurance brokerage; or business finance procurement services. Finally, the evidence shows beyond any genuine issue of material fact that Applicant made the declaration of use with full knowledge of its falsity.

Therefore, the Board must grant summary judgment to Opposer and refuse registration of the '376 Application.

## II. STATEMENT OF FACTS

Applicant filed the '376 Application on April 20, 2006. In support of the '376 Application, Applicant filed a Declaration asserting actual use of the mark in connection with Applicant's Services. Despite the fact that the application was based on actual use, Applicant did not submit any specimen at the time he filed the '376 Application. The Examining Attorney issued an office action on September 25, 2006 requiring Applicant to amend the recitation of services and submit a specimen showing use of the mark in commerce. Applicant filed a response on October 19, 2006, which included a purported specimen consisting of an advertising flyer promoting Applicant's services. The flyer contained the unauthenticated legend "Created for Fall 2005" on the bottom. Applicant also submitted a signed declaration under oath stating that the specimen was in use in commerce at least as early as the filing date of the application.

Opposer timely opposed the Application on May 1, 2007 based upon fraud, lack of use in commerce, and a likelihood of confusion. In the Notice of Opposition, Opposer alleged that Applicant had knowingly made false statements of fact in the '376 Application regarding Applicant's alleged use of the NATIONSTAR mark in commerce and Applicant's alleged date of first use of the NATIONSTAR mark with the intent to procure a registration to which he was not entitled.

The parties have already engaged in extensive discovery. Opposer has served two sets of document requests and interrogatories on Applicant, primarily requesting information and documents pertaining to Applicant's alleged use of the NATIONSTAR mark prior to the filing of the '376 Application. Applicant has unequivocally stated that Applicant has produced all relevant documents and information regarding Applicant's use of the mark. Ex. 1, Applicant's

Responses to Opposer's Second Set of Interrogatories, at Nos. 2, 5. Applicant's counsel has further admitted that no other evidence exists to support the actual use claimed in the '376 Application, stating "Mr. Ahmad has fully responded to your interrogatory requests and you are aware of all the relevant facts in this case." Ex. 2, correspondence from Stephanie Carmody dated February 11, 2008. Thus, according to Applicant, the record in support of Applicant's alleged use is complete.

Applicant filed a Motion for Summary Judgment on January 31, 2008. At the same time, Applicant also filed a Motion to Amend seeking to amend the filing basis of the '376 Application from Section 1(a) (actual use) to Section 1(b) (intent-to-use) in an attempt to cure Applicant's fraud in his declaration of use. Opposer filed an opposition to the Motion to Amend on February 20, 2008.

Opposer now opposes Applicant's Motion for Summary Judgment and respectfully requests that the Board grant summary judgment in favor of Opposer for the reasons stated below.

### **III. STANDARD FOR SUMMARY JUDGMENT**

Summary judgment is appropriate where there are no genuine issues of material fact and a case can be resolved as a matter of law. Fed. R. Civ. P. 56(c). A party moving for summary judgment has the burden of demonstrating the absence of any genuine issue of material fact. *Sweats Fashions Inc. v. Pannill Knitting Co. Inc.*, 833 F.2d 1560 (Fed Cir. 1987). When the moving party's motion is supported by evidence demonstrating the absence of a genuine issue of material fact, the burden shifts to the nonmoving party to demonstrate the existence of genuinely disputed issues of fact that must be resolved at trial. *Id.* The nonmoving party may not rest on the mere assertions of its counsel, but must show actual

evidence demonstrating the existence of a genuine issue of material fact. A dispute as to a material fact is “genuine” only if a reasonable fact finder viewing the entire record could resolve the dispute in favor of the nonmoving party. *Olde Tyme Foods Inc. v. Roundy’s Inc.*, 961 F.2d 200, 22 U.S.P.Q.2d 1542, 1544 (Fed. Cir. 1992).

The Board has found that claims of fraud based upon false allegations of use are appropriate for disposition on summary judgment. *Hurley Int’l LLC v. Volta*, 82 U.S.P.Q.2d 1339 (TTAB 2007).

#### **IV. ARGUMENT**

##### **A. Opposer is Entitled to Summary Judgment on Opposer’s Fraud Claim**

###### **i. A Knowingly False Allegation of Use Constitutes Fraud**

“A trademark applicant commits fraud . . . when it makes material misrepresentations of fact in its declaration which it knows or should know to be false.” *Medinol Ltd. v. Neuro Vasx Inc.*, 67 U.S.P.Q.2d 1205 (TTAB 2003). The Board has stated that statements alleging the use of a mark on the goods or services covered by an application “are certainly material.” *Hurley; First International Services Corp. v. Chuckles Inc.*, 5 U.S.P.Q.2d 1628 (TTAB 1988).

The Board has made clear in recent years that it takes a ‘zero tolerance’ policy with respect to fraudulent allegations of use, and that a registration or use-based application is invalid in its entirety if the owner signs a declaration alleging use on all goods and/or services listed knowing that the mark is not actually in use in connection with some of those goods or services. *See, e.g., Medinol Ltd. v. Neuro Vasx, Inc.*, 67 U.S.P.Q.2d 1205 (TTAB 2003); *Standard Knitting, Ltd. v. Toyota Jidosha Kabushiki Kaisha*, 77 U.S.P.Q.2d 1917 (TTAB 2006); *J.E.M. Int’l, Inc. v. Happy Rompers Creation Corp.*, 74 U.S.P.Q.2d 1526 (TTAB 2005). “The law is clear that an applicant may not claim a Section 1(a) filing basis unless the mark

was in use in commerce on or in connection with *all* of the goods or services covered by the Section 1(a) basis as of the application filing date.” *Hurley*, 82 U.S.P.Q.2d at 1344.

A false statement of use rises to the level of fraud when the applicant knew or should have known that the statement was false. The actual intent of the person signing the declaration is irrelevant; the question is whether the applicant knew or should have known that the allegation of use was incorrect. *Standard Knitting Ltd. v. Toyota Jidosha Kabushiki Kaisha*, 77 U.S.P.Q.2d 1917 (TTAB 2006).

The Board has stated that the only remedy for fraud is refusal of the entire application (or cancellation of the entire registration), even where the applicant or registrant has used the mark on some of the identified goods or services. *See Standard Knitting Ltd. v. Toyota Jidosha Kabushiki Kaisha*, 77 U.S.P.Q.2d 1917 (TTAB 2006) (cancelling three registrations in their entireties where registrant had not used the mark on certain goods listed in the registrations); *Medinol Ltd. v. Neuro Vasx Inc.*, 67 U.S.P.Q.2d 1205 (TTAB 2003). Therefore, in order to prevail on summary judgment, Opposer does not need to show that Applicant submitted a false declaration of use in connection with all of the services listed in the ‘376 Application; rather, Opposer is entitled to summary judgment if Opposer can show beyond any genuine issue of material fact that Applicant knowingly made a false allegation of use in connection with any of the seven services listed in the application.

As outlined in detail below, there is no disputed issue of material fact that Applicant filed an application based on use in commerce and signed a declaration attesting to the truth of all the statements in the application when he knew or should have known that he did not use the mark in connection with all of the recited services.

Therefore, the Board must grant summary judgment to Opposer on Opposer’s fraud

claim.

**ii. Applicant Was Not Using the Mark in Commerce in Connection with All or Any of the Listed Services at the Time He Filed the Application**

Applicant admits that he signed a statement that the mark was used in commerce at least as early as April 4, 2005 and verified the truth of this statement with a declaration under 37 C.F.R. § 2.20. Ex. 3, Applicant's Responses to Opposer's Requests for Admissions, at No. 18. This declaration is also a matter of public record as a part of the '376 Application on file with the USPTO.

Applicant's sole evidence for his alleged use of the NATIONSTAR mark in commerce is his Declaration attached to Applicant's Motion. In the Declaration, Applicant alleges that he "advised clients regarding real estate brokerage, rental of real estate, real estate management, real estate investment, residential and commercial property, insurance brokerage, mortgage brokerage, and business finance procurement" prior to April 20, 2006. Declaration of Mujahid Ahmad in Support of Motion for Summary Judgment ("Applicant SJ Dec."). Applicant also attached several advertising flyers which he allegedly "distributed and posted prior to April 20, 2006." Applicant also submitted several letters with his Declaration which he allegedly sent to potential customers, although he does not mention these letters in his Declaration or in the Motion.<sup>1</sup> At most, the flyers and letters advertise mortgage brokerage services and real estate agent services (which are not covered by the '376 Application),<sup>2</sup> and do not support the broad list of services in the '376 Application.

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<sup>1</sup> Applicant has admitted that these supposed "potential customers" were all in fact personal acquaintances of Applicant. Ex. 1, Applicant's Responses to Opposer's Second Set of Interrogatories, at No. 3; Ex. 4, Applicant's Responses to Opposer's Second Set of Document Requests, at No. 47.

<sup>2</sup> Applicant has subsequently filed an application for the NATIONSTAR mark in connection with "real estate agent services" (Application Serial No. 77/195,561).

A review of the evidence of record clearly indicates that even drawing all inferences in favor of Applicant, Applicant has not rendered any services under the NATIONSTAR mark, and that his advertising of the mark has been limited to mortgage brokerage and/or real estate brokerage. Therefore, Applicant's signed statement that the mark was in use in connection with the identified services at the time the '376 Application was filed was clearly false.

**a. Mortgage Brokerage**

Applicant's sole evidence of his alleged use of the NATIONSTAR mark in connection with mortgage brokerage services are the advertising flyers and letters attached to Applicant's declaration. Applicant SJ Dec., Ex. A. The flyers refer to the various loan options allegedly available to Applicant's customers, such as "Interest-Only Loan Programs" and "PayOption ARMs." *Id.* The letters state that "we can help you with multiple loan options available to you in today's market." Applicant also produced copies of business cards along with a declaration estimating that he "spent approximately \$280 printing business cards," although he failed to produce any documents to support this estimate and did not mention the business cards in his Motion or supporting Declaration. Ex. 4, Applicant's Responses to Opposer's Second Set of Document Requests, at 49.

Applicant has not provided any specific information about where, when, or how he allegedly distributed the advertising flyers, despite Opposer's requests for this information. Ex. 6, Applicant's Responses to Opposer's First Set of Interrogatories, at Nos. 7, 10. The four flyers are labeled at the bottom "December 2004," "April 2005," "Created for Fall 2005," and "October 2005," despite the fact that the flyers are otherwise identical. Applicant SJ Dec., Ex. A. Applicant has admitted that he does not have any invoices for the copying or printing of these flyers or any computer files showing that the documents were created on the dates

printed on the flyers. Ex. 4, Applicant's Responses to Opposer's Second Set of Document Requests, at Nos. 41, 48. Applicant has also not explained why the specimen submitted to the USPTO on October 19, 2006 bears the legend "Created for Fall 2005," when Applicant now claims that he was distributing the exact same flyers in December of 2004. Applicant's Motion, at 4.

Moreover, even viewing the evidence in the light most favorable to Applicant, the flyers and letters merely demonstrate that Applicant may have advertised mortgage brokerage services under the NATIONSTAR mark. This alone is not sufficient to establish use in commerce. The Lanham Act states that a mark shall be deemed to be used in commerce in connection with services "when it is used or displayed in the sale of advertising of services **and** the services are rendered in more than one State or in the United States and a foreign country." 15 U.S.C. § 1127 (emphasis added). The Lanham Act thus requires "that the mark be both used in the sale or advertising of services *and* that the services themselves have been rendered in interstate or foreign commerce." 3 J. Thomas McCarthy, McCarthy on Trademarks and Unfair Competition, § 19:103 (4<sup>th</sup> Ed. 2006).

The Board has consistently held that the advertising of services, without the actual rendering of those services under the mark, does not constitute use in commerce. *See Greyhound Corp. v. Armour Life Ins. Co*, 214 U.S.P.Q. 473, 474 (TTAB 1982) ("[I]t is well settled that advertising of a service, without performance of a service, will not support registration. . . . The use in advertising which creates a right in a service mark must be advertising which relates to an existing service."); *In re The Port Authority of New York*, 3 U.S.P.Q.2d 1453 (TTAB 1987) ("The use of a mark in connection with advertising, promotion and preparatory activities for services to be available at some time in the future can not support

registration.”). Applicant’s business cards also do not prove that he ever used the NATIONSTAR mark; the purchase of business cards is analogous to advertising and likewise does not constitute use in commerce. *See Maritec Industries Inc. v. Sterling Powerboats Inc.*, 75 U.S.P.Q.2d 1145, 1149 (M.D. Fla. 2004) (“The preliminary steps taken by the Defendant to launch its business, including . . . buying business cards and letterhead with the Sterling logo . . . does not constitute use of the Sterling mark in commerce.”).

There is no evidence that Applicant has ever actually rendered mortgage brokerage services under the NATIONSTAR mark. Applicant has conceded that he does not have any copies of loan applications, loan approval forms, or settlement checks for any mortgage loans rendered or brokered under the NATIONSTAR mark. Ex. 4, Applicant’s Responses to Opposer’s Second Set of Document Requests, at Nos. 40, 42-43. Applicant has produced several settlement statements (Ex. 5, APP0015-23, 0035-36), but none of these documents bear the NATIONSTAR mark. Moreover, although several of these statements bear the names of other mortgage companies – such as First Horizon Home Loans and Citimortgage, Inc. – none of these documents contain the name Nationstar Mortgage, Inc.

Applicant further claims that he owns mortgage broker licenses in Virginia, Maryland, and the District of Columbia. Ex. 6, Applicant’s Responses to Opposer’s First Set of Interrogatories, at No. 5. However, these licenses are dated October 24, 2006 (Virginia), February 28, 2007 (Maryland), and March 16, 2007 (District of Columbia), all of which are well after both the April 4, 2005 date of first use alleged in the application and the April 20 2006 filing date of Applicant’s mark. Ex. 7, APP0031-33. Therefore, these documents do not support the use alleged by Applicant at the time he filed the ‘376 Application.

Moreover, any alleged use of the mark in connection with mortgage brokerage services

prior to the dates on the licenses was clearly unlawful and invalid. *See* Va. Code § 6.1-410 (“No person shall engage in business as a mortgage lender or a mortgage broker, or hold himself out to the general public to be a mortgage lender or a mortgage broker unless such person has first obtained a license under this chapter.”); MD Code § 11-604 (license required to act as mortgage originator in Maryland); DC Code § 26-1103 (a) (license required to act as mortgage lender or broker in DC). In order to establish trademark rights, any use of a mark by an applicant must be lawful. TMEP § 907; *see also Erva Pharms. Inc. v. American Cyanamid Co.*, 19 U.S.P.Q.2d 1460, 1463 (D.P.R. 1991) (finding that plaintiff’s alleged prior use of the SUPRA mark was not “lawful” because it did not comply with food and drug labeling laws); *Geraghty Dyno-Tuned Prods., Inc. v. Clayton Mfg. Co.*, 190 U.S.P.Q. 508, 511-12 (TTAB 1976) (finding that petitioner had no standing to seek cancellation of registration’s because petitioner’s alleged prior use was in violation of California law). Any use by Applicant of the NATIONSTAR mark in connection with mortgage brokerage services prior to the filing date of the ‘376 Application was clearly a *per se* violation of the applicable statutes of Maryland, Virginia, and the District of Columbia, and therefore does not serve to establish any rights in the mark to Applicant.

Finally, the Certificate of Incorporation for Nationstar Mortgage, Inc. is dated January 29, 2007 and states that the date of incorporation is May 19, 2006 – again well after the filing date of Applicant’s mark and the alleged date of first use. Ex. 8, APP0051-52. Applicant can not legitimately claim that he was using the NATIONSTAR mark in connection with mortgage brokerage services as early as April of 2005 when the company under which he was supposedly offering these services was not even incorporated until over a year later.

There is therefore no dispute of material fact that Applicant had not used the

NATIONSTAR mark in connection with mortgage brokerage services at the time he filed the Application, and that Applicant knew that he had not used the mark in connection with such services.

**b. Real Estate Brokerage**

The '376 Application also covers "real estate brokerage." The record indicates that Applicant may have brokered the sale of several properties in his capacity as an agent for First American Real Estate, Inc., but there is no evidence that Applicant ever used the NATIONSTAR mark in connection with real estate brokerage services. In fact, the record indicates that Applicant held himself out to the public solely as an agent for First American Real Estate, Inc.

Applicant has stated that he was and remains an independent contractor for First American. Ex. 1, Applicant's Responses to Opposer's Second Set of Interrogatories, at No. 4. This is also demonstrated by several real estate web sites which state that Applicant is an agent for First American and that he currently works out of the First American office in Falls Church, VA. Ex. 9, Declaration of Colleen Hall.

Applicant has admitted that First American had no involvement in Applicant's alleged offering of services to consumers under the NATIONSTAR mark. *Id.* Moreover, there is absolutely no evidence that Applicant has ever brokered the sale of any properties under the NATIONSTAR mark, let alone prior to the filing date or the alleged dates of first use in the '376 Application.

Applicant claims to have completed at least twelve settled transactions. Ex. 6, Applicant's Responses to Opposer's First Set of Interrogatories, at No. 10. Applicant also claims to have helped three clients purchase homes (in February 2005, July and August of

2005, and August and September 2006) and to have helped one client sell a home (in June of 2005). *Id.* at No. 21. Applicant also alleges that he helped one client purchase a commercial property (in February of 2007, well after the relevant dates in this proceeding), and that he has provided advisory and consulting services to several other clients regarding the purchase of properties. *Id.*

There is, however, absolutely no evidence that Applicant was acting on behalf of Nationstar Mortgage, Inc. (rather than as an agent of First American Real Estate Inc.) in these transactions. Applicant has not produced any documents from these transactions showing use of the NATIONSTAR mark. The only documents Applicant has produced regarding these transactions is an MRIS (Metropolitan Regional Information Systems) report listing the properties, dates of sale, and selling prices. Ex. 10, APP0013-0014. This report identifies Applicant as the selling agent and does not refer to Nationstar Mortgage, Inc. or the NATIONSTAR mark. *Id.*

Applicant also claims that he owns real estate licenses in Virginia, Maryland, and the District of Columbia. Ex. 6, Applicant's Responses to Opposer's First Set of Interrogatories, at No. 5. However, the real estate licenses are all in the name of Mujahid Ahmad of First American Real Estate Inc.; none of them mention Nationstar Mortgage Inc. or the NATIONSTAR mark. Ex. 11, APP0034, 0038-41. Any use of the Nationstar Mortgage Inc. trade name or the NATIONSTAR mark in connection with real estate brokerage services was thus unlawful and invalid. *See* Va. Code § 54.1-2106.1 (“[N]o business entity . . . shall act, offer to act, or advertise to act, as a real estate firm without a real estate firm license from the Board.”); *see also* Md. Code § 17-301 (requiring license to act as real estate broker in MD); DC Code § 47-2853.02 (requiring license to act as real estate broker in DC).

Applicant has also produced several certificates from the Northern Virginia Association of Realtors, Inc. Ex. 12, APP0042-44. Again, all of these certificates refer to Mujahid Ahmad and/or First American Real Estate Inc.; none of them refers to Nationstar Mortgage Inc. or the NATIONSTAR mark.

Applicant has not produced any evidence that he has ever used the NATIONSTAR mark in connection with real estate brokerage services. The record thus demonstrates that there is no genuine issue of material fact regarding Applicant's knowing lack of use of the NATIONSTAR mark in connection with real estate brokerage at the time he filed the '376 Application.

**c. Rental of Real Estate**

The advertising flyers, business cards, and solicitation letters produced by Applicant do not reference real estate rental services. Applicant has admitted that there are no documents showing use of the NATIONSTAR mark in connection with real estate rental services. Ex. 4, Applicant's Responses to Opposer's Second Set of Document Requests, at No. 8. Applicant has further admitted that he has had no sales of these services under the NATIONSTAR mark. *Id.* at No. 17. Applicant has also failed to identify any consumers of real estate rental services. *Id.* at No. 28.

There is therefore no genuine issue of material fact as to Applicant's knowing lack of use of the NATIONSTAR mark in connection with real estate rental services at the time he filed the '376 Application.

**d. Real Estate Management Services**

The advertising materials produced by Applicant also do not mention or refer to real estate management services. Applicant has admitted that there are no documents showing use

of the NATIONSTAR mark in connection with real estate management services. Ex. 4, Applicant's Responses to Opposer's Second Set of Document Requests, at No. 11. Applicant has further admitted that he has had no sales of real estate management services under the NATIONSTAR mark. *Id.* at No. 16. Applicant has also failed to identify any consumers of real estate management services. *Id.* at No. 26.

The record thus demonstrates that there is no genuine issue of material fact as to Applicant's knowing lack of use of the NATIONSTAR mark in connection with real estate management services.

**e. Insurance Brokerage**

Applicant's advertising materials also fail to mention insurance brokerage services. Applicant has admitted that there are no other documents showing use of the NATIONSTAR mark in connection with insurance brokerage services. Ex. 4, Applicant's Responses to Opposer's Second Set of Document Requests, at No. 7. Applicant has further admitted that he has had no sales of insurance brokerage services under the NATIONSTAR mark. *Id.* at No. 15. Applicant has also failed to identify any consumers of these services. *Id.* at No. 25.

Therefore, the record also shows that there is no genuine issue of material fact that Applicant knew he had not used the NATIONSTAR mark in connection with insurance brokerage services at the time he filed the '376 Application.

**f. Business Finance Procurement Services**

The advertising flyers, business cards, and solicitation letters produced by Applicant do not reference business finance procurement services. Applicant has admitted that there are no documents showing use of the NATIONSTAR mark in connection with business finance procurement services. Ex. 4, Applicant's Responses to Opposer's Second Set of Document

Requests, at No. 10. Applicant has further admitted that he has had no sales of business finance procurement services under the NATIONSTAR mark. *Id.* at No. 19. Applicant has also failed to identify any consumers of these services. *Id.* at No. 29.

There is therefore no genuine issue of material fact as to Applicant's knowing lack of use of the NATIONSTAR mark in connection with business finance procurement services at the time he filed the '376 Application.

**g. Real Estate Investment Services**

Finally, Applicant's advertising flyers, business cards, and solicitation letters fail to reference real estate investment services. Applicant has admitted that there are no documents showing use of the NATIONSTAR mark in connection with real estate investment services. Ex. 4, Applicant's Responses to Opposer's Second Set of Document Requests, at No. 9. Applicant has further admitted that he has had no sales of real estate investment services under the NATIONSTAR mark. *Id.* at No. 18. Applicant has also failed to identify any consumers of these services. *Id.* at No. 27.

**h. The Record Demonstrates that Applicant Did Not Use the NATIONSTAR Mark in Connection with the Services Cited in the Declaration of Use**

Therefore, the record clearly demonstrates the absence of any genuine issue of material fact regarding Applicant's knowing lack of use of the NATIONSTAR mark in connection with real estate investment services.

In summary, Applicant's interrogatory responses admitting that he has not completed any sales of the services listed in the '376 Application, combined with the lack of any documentary evidence showing the use of the NATIONSTAR mark in connection with these services, demonstrate conclusively that Applicant has not used the mark in connection with

any of the services in the '376 Application. *See Hurley*, 82 U.S.P.Q.2d at 1344 (“[W]e agree with opposer that applicants’ responses to opposer’s interrogatories indicate that applicants likely are not even using the mark ‘anywhere in the world’ in connection with certain services listed in the application.”)

Even with regard to the mortgage brokerage and real estate brokerage services that Applicant has allegedly advertised, Applicant has not produced any evidence that he has actually rendered these services under the NATIONSTAR mark. Moreover, Applicant could not have rendered these services under the NATIONSTAR mark at the time he filed the '376 Application in April of 2006, since Nationstar Mortgage, Inc. was not incorporated until May of 2006 and did not receive its first license to offer mortgage brokerage services until October of 2006.

Therefore, there is no genuine issue of material fact that Applicant had not used the NATIONSTAR mark in connection with any, and certainly not all, of the services listed in the '376 Application at the time he filed the Application and signed the declaration.

### **iii. Applicant’s Subjective Intent is Irrelevant**

Applicant argues in his Motion that he “held the honest and reasonable belief that he was using the NATIONSTAR mark” at the time he filed the application. Applicant’s Motion, at 5. However, this is irrelevant to the Board’s consideration of fraud. *Standard Knitting*, 77 U.S.P.Q.2d at 1927. The only relevant question is whether the applicant “knew or should have known” that the statements in the application were false. *Id.*

Applicant can not shield himself from a fraud claim merely by alleging that he had a subjective “honest and reasonable belief” that he was using the mark at the time he filed the application. As the Board explained in *First Int’l. Servs. Corp. v. Chuckles Inc.*, 5 U.S.P.Q.2d

1628 (TTAB 1988):

We recognize that it is difficult, if not impossible, to prove what occurs in a person's mind, and that intent must often be inferred from the circumstances and related statement made by that person. Otherwise, all claims of fraud could easily be defeated by the simple statement, "I had no intent to do so." The analysis must be whether the person knew or should have known of the falsity of the statement.

Applicant has admitted that there are no other sales representatives, agents, or associates who have offered Applicant's services under the NATIONSTAR mark; Applicant was the sole person with responsibility for the use of the NATIONSTAR mark. Ex. 6, Applicant's Responses to First Set of Interrogatories, at No. 12. Applicant was certainly aware at the time he filed the application that he had not yet actually used the mark in connection with the rendering of any services, and that his advertising of the mark (if any) was limited to mortgage brokerage and real estate brokerage services. Therefore, Applicant clearly knew – or at least should have known – that the statements in his application were false. *J.E.M. Int'l Inc. v. Happy Rompers Creation Corp.*, 74 U.S.P.Q.2d 1526, 1530 (TTAB 2005).

The fact that Applicant filed the '376 Application without the assistance of counsel is also irrelevant to the question of whether Applicant committed fraud. *See Hurley*, 82 U.S.P.Q.2d at 1345 ("The fact that applicants allegedly misunderstood a clear and unambiguous requirement for an application based on use [and] were not represented by legal counsel . . . does not change our finding of fraud herein."). The USPTO's requirements for filing an application based on use are straightforward, unambiguous and clearly explained on the USPTO's web site. *See id.* (noting that applicant was "clearly capable of availing [himself] of the relevant information available on the USPTO website regarding the various filing bases and their specific requirements"); *Medinol*, 67 U.S.P.Q.2d at 1209-10 ("Neither the identification of goods nor the statement of use itself was lengthy, highly technical, or

otherwise confusing.”); *Standard Knitting*, 77 U.S.P.Q.2d at 1927 (“[The declarant’s] asserted mistake, assuming it truly was a mistake, was not a reasonable one. The language in the application that the mark “is now in use in commerce” is clear, and its meaning is unambiguous.”).

In sum, Applicant’s awareness at the time he filed his declaration of use that he was not in fact using his mark on the services listed in the ‘376 Application is sufficient to constitute fraud. *See First Int’l.*, 5 U.S.P.Q.2d at 1636 (“The errors in this statement cannot be characterized as mere carelessness or misunderstanding to be winked at as of no importance.”). Therefore, there is no genuine issue of material fact as to Opposer’s intent in signing the false declaration.

**iv. The Only Remedy for Fraud is Refusal of the Entire Application**

The evidence of record demonstrates beyond any genuine issue of material fact that Applicant was not using the NATIONSTAR mark on any of the services listed in the ‘376 Application at the time the application was filed.

However, as noted above, the only remedy for a fraudulent allegation of use is refusal or cancellation of the entire application or registration, even where the applicant or registrant may have used the mark on some of the identified goods or services. *See Standard Knitting Ltd. v. Toyota Jidosha Kabushiki Kaisha*, 77 U.S.P.Q.2d 1917 (TTAB 2006) (cancelling three registrations in their entireties where registrant had not used the mark on certain goods listed in the registrations); *Medinol Ltd. v. Neuro Vasx Inc.*, 67 U.S.P.Q.2d 1205 (TTAB 2003).

Therefore, even if the Board finds that Applicant was using the mark in connection with some of the services listed in the application (such as mortgage brokerage services), the Board must grant judgment in favor of Opposer and refuse registration of the NATIONSTAR

mark to Applicant if the evidence demonstrates that Applicant committing fraud in alleging that he had used the mark in connection with any of the services listed in his application.

**v. Conclusion**

For the reasons set forth above, the Board should deny Applicant's Motion for Summary Judgment and grant summary judgment to Opposer as to Opposer's claim of fraud.

**B. Applicant is Not Entitled to Summary Judgment on Opposer's Other Claims Because Applicant is Not Allowed to Amend the Filing Basis of the '376 Application**

The Notice of Opposition also alleges priority and lack of lawful use in commerce as grounds for the opposition. Applicant has also moved for summary judgment on these claims. Applicant's Motion, at 2. However, Applicant's arguments for summary judgment on these claims are based solely on Applicant's attempt to amend the filing basis of the '376 Application from Section 1(a) (actual use) to Section 1(b) (intent-to-use).

As explained in detail in Opposer's Opposition to Applicant's Motion to Amend (filed February 21, 2008), Applicant is not entitled to amend his application to substitute a Section 1(b) basis in order to cure his fraud in alleging use in the original application. *See Hurley*, 82 U.S.P.Q.2d at 1346 (refusing to allow a proposed amendment from Section 1(a) to Section 44); *cf. Medinol Ltd. v. Neuro Vasx, Inc.*, 67 U.S.P.Q.2d 1205 (TTAB 2003) ("Deletion of the goods upon which the mark has not yet been used does not remedy an alleged fraud upon the Office.").

Moreover, even if the motion to amend is granted and the Board allows applicant to amend the basis to Section 1(b), this would not protect the application from a fraud claim. *Sinclair Oil Corp. v. Kendrick*, 85 USPQ2d 1032, 1033 (TTAB 2007). In addition, the priority issue would still not be ripe for summary judgment because there are still genuine issues of

material fact regarding the basis for Applicant's priority claim. Opposer would therefore need additional Rule 56(f) discovery in order to establish the parties' priority with respect to the NATIONSTAR mark.

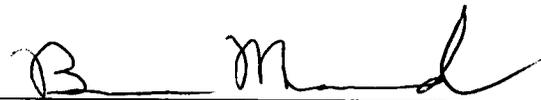
Therefore, since Applicant's Motion for Summary Judgment on these grounds is based on his attempt to amend the filing basis to Section 1(b), and since there are genuine questions of fact even if the filing basis is amended, Applicant's Motion must be denied.

**V. CONCLUSION**

For the above stated reasons, the Board should deny Applicant's Motion for Summary Judgment and grant summary judgment in favor of Opposer.

Respectfully submitted,

NATIONSTAR MORTGAGE LLC

A handwritten signature in black ink, appearing to read "B N Ibrahim", written over a horizontal line.

Bassam N. Ibrahim  
S. Lloyd Smith  
Bryce J. Maynard  
Attorneys for Applicant  
Buchanan Ingersoll & Rooney, P.C.  
P.O. Box 1404  
Alexandria, Virginia 22314  
(703)836-6620

Date: February 29, 2008

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing OPPOSER'S CROSS-MOTION FOR SUMMARY JUDGMENT AND OPPOSITION TO APPLICANT'S MOTION FOR SUMMARY JUDGMENT was served this 29th day of February, 2008 by first-class mail, postage prepaid, on:

Stephanie Carmody  
Steptoe & Johnson  
1330 Connecticut Avenue, N.W.  
Washington, D.C. 20036

A handwritten signature in black ink, appearing to read "Michelle A. Jackson", written over a horizontal line.

Michelle A. Jackson





any document shall not constitute a waiver of any applicable privilege as to that document or any other document identified or produced by Applicant.

### **GENERAL OBJECTIONS**

The following General Objections apply to, and are incorporated by reference in, the Response to each and every Interrogatory. In addition to these General Objections, Applicant has stated specific objections to Interrogatories where appropriate, including objections that are not generally applicable to all Interrogatories. Applicant's specific objections to any of the Interrogatories do not preclude, supersede, or withdraw any of the general Objections to that Interrogatory.

Applicant objects to the Interrogatories to the extent that they call for information protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law. Applicant will provide only responsive information that is not subject to any such privilege or protection.

Fed. R. Civ. P. 26(b)(1) and the Trademark Rules preclude discovery beyond matters relevant to the claims or defenses of the parties. Accordingly, Applicant objects to the Interrogatories to the extent that they are overbroad and unduly burdensome and seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Applicant objects to the Interrogatories to the extent that they seek information that is a matter of public record or is equally available or readily ascertainable by Opposer from some other source.

Applicant objects to the Interrogatories to the extent that they call for information that is not known by or reasonably available to Applicant.

Applicant objects to each Interrogatory to the extent that they purport to impose obligations on Applicant beyond those imposed by the Federal Rule of Civil Procedure and the Trademark Rules.

Applicant objects to each Interrogatory to the extent that it is vague, ambiguous, overbroad, unduly burdensome, and/or fails to reasonably identify the information sought, or prematurely calls for a legal conclusion.

Applicant reserves the right to assert additional and further objections to the Interrogatories to the extent that Applicant's production of documents or information in this action reveals that such additional and further objections are appropriate.

In responding to the Interrogatories, Applicant does not concede that any of the information sought or provided is relevant, material, admissible in evidence, or reasonably calculated to lead to the discovery of admissible evidence.

### **INTERROGATORIES RESPONSES**

#### **INTERROGATORY NO. 1**

Set forth fully all facts, circumstances, dates and events concerning Applicant's decision to file Application Serial No. 77/195,561 filed June 1, 2007 for the mark NATIONSTAR in Class 36.

#### **ANSWER TO INTERROGATORY NO. 1**

Applicant objects to this Interrogatory on the ground that all facts, circumstances, dates and events concerning Applicant's decision to file Application Serial No. 77/195,561 filed on June 1, 2007 for the mark NATIONSTAR in Class 36 are a matter of public record or are protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law.

## **INTERROGATORY NO. 2**

Identify all documents and set forth fully all facts, circumstances and events concerning the first and ongoing use in the United States, including but not limited to the persons involved therein, of Applicant's Mark in connection with each of the following services:

- i) Rental of real estates
- ii) Real estate management services, namely, management of commercial and residential properties;
- iii) Insurance brokerage;
- iv) Real estate investment; and
- v) Business finance procurement services.

## **ANSWER TO INTERROGATORY NO. 2**

Applicant objects to this Interrogatory on the ground that it is duplicative of Interrogatory No. 3 of the first set of interrogatories, and on the grounds that it is overbroad and unduly burdensome. Subject to and without waiving the foregoing objections, all documents, facts, circumstances and events concerning the first and ongoing use in the United States, including but not limited to the persons involved therein, of Applicant's Mark in connection with rental or real estate, real estate management services, namely, management of commercial and residential properties, insurance brokerage, estate investment and business finance procurement services have been identified and set forth in response to Opposer's first set of interrogatories.

### **INTERROGATORY NO. 3**

Describe in detail the nature of the relationship between Mujahid Ahmad and each of the following individuals:

- i) Ikram U. Danish
- ii) Ahmed U. Sayed
- iii) Shafiq Ahmad
- iv) Abid Hussain
- v) Abdul Haq
- vi) Zulkihar Sharieff
- vii) Marina Leon
- viii) Samer Ramadan
- ix) Muhammad Shoaib Shah
- x) Hameed Khan.

### **ANSWER TO INTERROGATORY NO. 3**

Applicant objects to this Interrogatory on the ground that it is vague as to the meaning of "relationship." Subject to and without waiving the foregoing objection, the individuals listed in this Interrogatory are acquaintances of Applicant.

### **INTERROGATORY NO. 4**

Describe in detail the current and past relationship between Applicant and First American Real Estate, Inc.; including any involvement by First American Real Estate, Inc.

in Applicant's sale or offering for sale of Applicant's services to consumers under Applicant's NATIONSTAR mark.

**ANSWER TO INTERROGATORY NO. 4**

Applicant objects to this Interrogatory on the ground that it is vague as to the meaning of "relationship." Subject to and without waiving the foregoing objection, Applicant was and is an independent contractor for First American Real Estate, Inc. First American Real Estate, Inc. had no involvement in Applicant's offering for sale of Applicant's services to consumer under Applicant's NATIONSTAR mark. First American Real Estate, Inc. would serve as the Real Estate Broker, where necessary, for Applicant's clients.

**INTERROGATORY NO. 5**

Identify any documents, other than advertisements, flyers, and business cards, used in the sale or providing of Applicant's services and which bear Applicant's NATIONSTAR mark.

**ANSWER TO INTERROGATORY NO. 5**

There are no documents other than advertisements (including the website), flyers, and business cards used in the sale or providing of Applicant's services, which bear Applicant's NATIONSTAR mark.

Respectfully submitted,

By: *Rachel M. Marmar*  
Stephanie Morris Carmody  
Rachel M. Marmar  
STEPTOE & JOHNSON LLP  
1330 Connecticut Avenue, N.W.  
Washington, DC 20036-1795  
Telephone: (202) 429-3000  
Facsimile: (202) 429-3902

Date: October 31, 2007

## VERIFICATION

I, Mujahid Ahmad, am the Applicant in this Opposition proceeding. I have read APPLICANT'S RESPONSES TO OPPOSER'S SECOND SET OF INTERROGATORIES ("Responses"). The answers set forth in the Responses are true to the best of my knowledge and belief.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Verification was executed on \_\_\_\_\_, 2007.

\_\_\_\_\_  
Mujahid Ahmad

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing APPLICANT'S RESPONSES TO OPPOSER'S SECOND SET OF INTERROGATORIES was mailed this 31st day of October, 2007, to:

Bassam N. Ibrahim  
Fred W. Hathaway  
Bryce J. Maynard  
BUCHANAN INGERSOLL & ROONEY, P.C.  
1737 King Street  
Alexandria, VA 22314-2727

Rachel Marmor



**Goodman, Florence**

---

**From:** Smith, S. Lloyd  
**Sent:** Monday, February 11, 2008 11:22 AM  
**To:** Goodman, Florence  
**Cc:** Ibrahim, Bassam  
**Subject:** FW: Deposition of Mr. Ahmad

---

**From:** Carmody, Stephanie [mailto:scarmody@steptoe.com]  
**Sent:** Monday, February 11, 2008 11:08 AM  
**To:** Smith, S. Lloyd; Maynard, Bryce  
**Cc:** Zazzaro, Carol; Hofstatter, Rachel; Miller, Tiffany  
**Subject:** Deposition of Mr. Ahmad

Mr Smith and Mr Maynard:

In light of the fact that there is not a valid pending notice of deposition and the TTAB has suspended proceedings in this matter, it is **not** necessary to schedule Mr. Ahmad's deposition at this time.

Moreover, contrary to your statement in your letter dated February 7, 2008, we have not "failed to produce Mr. Ahmad for his deposition." We informed Mr. Maynard that Mr. Ahmad would be returning from Pakistan on January 21. I have attempted to contact Mr. Maynard on numerous occasions via email and telephone and he has not returned my messages. We have been waiting to discuss the date of the deposition as well as other related matters. By waiting unnecessarily until one week prior to the close of discovery to even raise this issue, it appears that your intent is more to annoy and harass Mr. Ahmad and drive up the cost of the proceeding rather than to serve any legitimate need for discovery. At this time, Mr. Ahmad's deposition would serve no purpose. Mr. Ahmad has fully responded to your interrogatory requests and you are aware of all the relevant facts in this case. In the unlikely event that our motion for summary judgment is not successful and Mr. Ahmad's deposition is necessary, we will not object to extending discovery to schedule Mr. Ahmad's deposition if we receive reasonable notice.

Sincerely,

Stephanie Carmody  
Steptoe & Johnson LLP





## RESPONSES TO REQUESTS

### **REQUEST NO. 1:**

Applicant's Mark is confusingly similar to Opposer's Marks.

### **RESPONSE TO REQUEST NO. 1:**

Applicant admits that Applicant's Mark so resembles Opposer's mark that when used for Applicant's services and used by Opposer for Opposer's Services, confusion is likely.

### **REQUEST NO. 2:**

Opposer's Services and Applicant's Services are highly similar.

### **RESPONSE TO REQUEST NO. 2:**

Applicant admits that Applicant's Services are closely related to Opposer's Services.

### **REQUEST NO. 3:**

Opposer's Services and Applicant's Services are identical.

### **RESPONSE TO REQUEST NO. 3:**

Applicant denies that Opposer's Services and Applicant's Services are identical.

Opposer provides "mortgage lending services." Applicant does not provide "mortgage lending services."

### **REQUEST NO. 4:**

Applicant's Services and Opposer's Services are or will be marketed and promoted through the same trade channels.

### **RESPONSE TO REQUEST NO. 4:**

Applicant does not have sufficient knowledge of the channels of trade through which Opposer's Services are or will be marketed or promoted and therefore denies this Request.

**REQUEST NO. 5:**

Applicant's Services and Opposer's Services are or will be sold through the same channels of trade.

**RESPONSE TO REQUEST NO. 5:**

Applicant does not have sufficient knowledge of the channels of trade through which Opposer's Services are or will be sold and therefore denies this Request.

**REQUEST NO. 6:**

Applicant's Services and Opposer's Services are or will be marketed or promoted to the same consumers.

**RESPONSE TO REQUEST NO. 6:**

Applicant does not have sufficient knowledge of the consumers to which Opposer's Services are or will be marketed or promoted and therefore denies this Request.

**REQUEST NO. 7:**

Applicant's Services and Opposer's Services will be sold to the same consumers.

**RESPONSE TO REQUEST NO. 7:**

Applicant does not have sufficient knowledge of the consumer to which Opposer's Services are or will be sold and therefore denies this Request.

**REQUEST NO. 8:**

Applicant chose Applicant's Mark with the intent to cause confusion with Opposer's Marks.

**RESPONSE TO NO. 8:**

Denied. Applicant had no knowledge of Opposer or Opposer's Marks when he chose Applicant's Mark.

**REQUEST NO. 9:**

Applicant's use of Applicant's Mark in commerce causes or will cause a likelihood of confusion with Opposer's Marks.

**RESPONSE TO NO. 9:**

Applicant admits that there is a likelihood of confusion between Applicant's Mark when used for Applicant's Services and Opposer's Mark when used for Opposer's Services and therefore denies this Request.

**REQUEST NO. 10:**

Applicant has not advertised the services listed in U.S. Trademark Application Serial Number 78/866,376 on its websites "nationstarmortgage.com" and "nationstarmortgage.net."

**RESPONSE TO NO. 10:**

Denied.

**REQUEST NO. 11:**

Applicant had no intent to file a trademark application for the term NATIONSTAR until after Applicant was contacted regarding use of the domain names "nationstarmortgage.com" and "nationstarmortgage.net."

**RESPONSE TO NO. 11:**

Denied.

**REQUEST NO. 12:**

Applicant is not licensed or registered with any state to offer mortgage brokerage services.

**RESPONSE TO NO. 12:**

Denied.

**REQUEST NO. 13:**

Applicant has not advised borrowers or connected borrowers with lenders in association with the NATIONSTAR trademark.

**RESPONSE TO NO. 13:**

Denied.

**REQUEST NO. 14:**

Applicant's NATIONSTAR mark was not in use in commerce at the time of filing Trademark Application Serial Number 78/866,376 on April 20, 2006.

**RESPONSE TO NO. 14:**

Denied.

**REQUEST NO. 15:**

Applicant did not possess a specimen that showed the NATIONSTAR mark in use in commerce at the time of filing Trademark Application Serial Number 78,866,376 on April 20, 2006.

**RESPONSE TO NO. 15:**

Denied.

**REQUEST NO. 16:**

Applicant submitted a specimen in its office action response for Trademark Application Serial 78/866,376 that was not in use in commerce at the time of filing the application on April 20, 2006.

**RESPONSE TO NO. 16:**

Denied.

**REQUEST NO. 17:**

Applicant submitted a specimen in its office action response for Trademark Application Serial No. 78/866,376 that was not in use in commerce at the time of submitting the office action response on October 19, 2006.

**RESPONSE TO NO. 17:**

Denied.

**REQUEST NO. 18:**

Applicant signed a statement that “the [NATIONSTAR] mark was first used at least as early as 04/04/2005, and first used in commerce at least as early as 04/04/2005, and is now in use in such commerce” and verified the truth of this statement with a standard declaration under 37 C.F.R. §2.20.

**RESPONSE TO NO. 18:**

Admitted.

**REQUEST NO. 19:**

Applicant’s company NATIONSTAR MORTGAGE INC. is not registered to do business in any state or U.S. territory.

**RESPONSE TO NO. 19:**

Denied.

**REQUEST NO. 20:**

Applicant has not provided any services that are in the nature of mortgage brokerage services in association with the NATIONSTAR mark.

**RESPONSE TO 20:**

Denied.

**STEPTOE & JOHNSON LLP**

By Rachel M. Marmer  
Stephanie Morris Carmody  
Rachel M. Marmer  
1330 Connecticut Avenue, N.W.  
Washington, DC 20036-1795  
(202) 429-8135

*Attorneys for Applicant, Mujahid Ahmad*

Dated: August 24, 2007

**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing APPLICANT'S RESPONSES TO OPPOSER'S REQUESTS FOR ADMISSIONS on counsel for Opposer by U.S. Mail on this 24th day of August, 2007 properly addressed to them:

Bryce J. Maynard  
Attorneys for Opposer  
Buchanan Ingersoll & Rooney, P.C.  
1737 King Street  
Alexandria, VA 22314-2727

Rachel M. Marmer



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

_____	)	
NATIONSTAR MORTGAGE LLC,	)	
	)	
Opposer,	)	
	)	
v.	)	Opposition No. 91177036
	)	
MUJAHID AHMAD,	)	
	)	
Applicant.	)	
_____	)	

**APPLICANT'S RESPONSES TO OPPOSER'S  
SECOND SET OF DOCUMENT REQUESTS TO APPLICANT**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure and Rule 2.120 of the Trademark Rules of Practice, Applicant Mujahid Ahmad, ("Applicant") responds and objects to Opposer's Second Set of Document Requests to Applicant ("Requests") as follows.

Applicant makes the objection and responses herein (collectively, the "Responses") based solely on its current knowledge, understanding, and belief as to the facts and the information available to it as of the date of the Responses. Additional discovery and investigation may lead to changes to, additions to, or modification of these Responses. Thus, the Responses are given without prejudice to Applicant's right to produce subsequently discovered information and to introduce such subsequently discovered information at the time of any trial in this action.

Applicant does not waive any objection made in these Responses. Applicant does not waive any claim of privilege, whether expressly asserted or not, by providing any information or identifying any document or thing in response to the Requests. The inadvertent disclosure of such information or the inadvertent identification or production of any document shall not

constitute a waiver of any applicable privilege as to that document or any other document identified or produced by Applicant. In responding to these Requests, Applicant will make the reasonable, diligent, and good faith search for responsive documents as the Federal Rules and the Trademark Rules require.

### GENERAL OBJECTIONS

The following General Objections apply to, and are incorporated by reference in, the Response to each and every Request. In addition to these General Objections, Applicant has also stated specific objections to Requests where appropriate, including objections that are not generally applicable to all Requests. Applicant's specific objections to any of the Requests do not preclude, supersede, or withdraw any of the general Objections to that Request.

A. Applicant objects to the Requests to the extent that they call for information protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law. Applicant will provide only responsive information that is not subject to any such privilege or protection.

B. Applicant objects to the Requests to the extent that they are overbroad and unduly burdensome and seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

C. Applicant objects to the Requests to the extent that they seek information that is a matter of public record or is equally available or readily ascertainable by Defendant from some other source.

D. Applicant objects to the Requests to the extent that they call for information that is not known by or reasonably available to Applicant.

E. Applicant objects to each Request to the extent that they purport to impose obligations on Applicant beyond those imposed by the Federal Rules of Civil Procedure or the Trademark Rules.

In responding to the Requests, Applicant does not concede that any of the information sought or provided is relevant, material, admissible in evidence, or reasonably calculated to lead to the discovery of admissible evidence. Subject to the General Objections stated above and the specific objections set forth below, and without waiver thereof, Applicant provides the following responses:

**DOCUMENT REQUEST NO. 1:**

All documents and tangible things identified in response to Opposer's Second Set of Interrogatories to Applicant.

**ANSWER TO DOCUMENT REQUEST NO. 1:**

Applicant has not identified documents or tangible things in response to Opposer's Second Set of Interrogatories to Applicant.

**DOCUMENT REQUEST NO. 2:**

All documents and tangible things concerning or relating to Applicant's use of Applicant's NATIONSTAR Mark in connection with insurance brokerage.

**ANSWER TO DOCUMENT REQUEST NO. 2:**

Applicant objects to this Request on the grounds that it is vague as to the meaning of "relating to" and overly broad and unduly burdensome to the extent it seeks "all documents and tangible things." Subject to and without waiving the foregoing objections, all documents and tangible things concerning or relating to Applicant's use of Applicant's NATIONSTAR Mark in

connection with insurance brokerage have already been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 3:**

All documents and tangible things concerning or relating to Applicant's use of Applicant's NATIONSTAR Mark in connection with rental of real estate.

**ANSWER TO DOCUMENT REQUEST NO. 3:**

Applicant objects to this Request on the grounds that it is vague as to the meaning of "relating to" and overly broad and unduly burdensome to the extent it seeks "all documents and tangible things." Subject to and without waiving the foregoing objections, all documents and tangible things concerning or relating to Applicant's use of Applicant's NATIONSTAR Mark in connection with rental of real estate have already been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 4:**

All documents and tangible things concerning or relating to Applicant's use of Applicant's NATIONSTAR Mark in connection with real estate management services, namely, management of commercial and residential properties.

**ANSWER TO DOCUMENT REQUEST NO. 4:**

Applicant objects to this Request on the grounds that it is vague as to the meaning of "relating to" and overly broad and unduly burdensome to the extent it seeks "all documents and tangible things." Subject to and without waiving the foregoing objections, all documents and tangible things concerning or relating to Applicant's use of Applicant's NATIONSTAR Mark in connection with real estate management services, namely, management of commercial and

residential properties have already been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 5:**

All documents and tangible things concerning or relating to Applicant's use of Applicant's NATIONSTAR Mark in connection with business finance procurement services.

**ANSWER TO DOCUMENT REQUEST NO. 5:**

Applicant objects to this Request on the grounds that it is vague as to the meaning of "relating to" and overly broad and unduly burdensome to the extent it seeks "all documents and tangible things." Subject to and without waiving the foregoing objections, all documents and tangible things concerning or relating to Applicant's use of Applicant's NATIONSTAR Mark in connection with business finance procurement services have already been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 6:**

All documents and tangible things concerning or relating to Applicant's use of Applicant's NATIONSTAR Mark in connection with real estate investment.

**ANSWER TO DOCUMENT REQUEST NO. 6:**

Applicant objects to this Request on the grounds that it is vague as to the meaning of "relating to" and overly broad and unduly burdensome to the extent it seeks "all documents and tangible things." Subject to and without waiving the foregoing objections, all documents and tangible things concerning or relating to Applicant's use of Applicant's NATIONSTAR Mark in connection with real estate investment have already been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 7:**

All documents concerning any insurance brokerage services rendered by Applicant under the NATIONSTAR Mark from April 4, 2005 through October 16, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 7:**

Applicant objects to this Request on the ground that it is overly broad and unduly burdensome to the extent it seeks "all documents concerning any insurance brokerage services." Subject to and without waiving the foregoing objection, no documents resulting from Applicant's insurance brokerage services from April 4, 2005 through October 16, 2006 bear Applicant's NATIONSTAR mark.

**DOCUMENT REQUEST NO. 8:**

All documents concerning any rental of estate by Applicant under the NATIONSTAR mark from April 4, 2005 through October 16, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 8:**

Applicant objects to this Request on the ground that it is overly broad and unduly burdensome to the extent it seeks "all documents concerning any rental of real estate." Subject to and without waiving the foregoing objection, no documents resulting from Applicant's rental of real estate from April 4, 2005 through October 16, 2006 bear Applicant's NATIONSTAR Mark.

**DOCUMENT REQUEST NO. 9:**

All documents concerning any real estate investment services rendered by Applicant under the NATIONSTAR mark from April 4, 2005 through October 16, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 9:**

Applicant objects to this Request on the ground that it is overly broad and unduly burdensome to the extent it seeks "all documents concerning any real estate investment services." Subject to and without waiving the foregoing objection, no documents resulting from Applicant's real estate investment services from April 4, 2005 through October 16, 2006 bear Applicant's NATIONSTAR Mark.

**DOCUMENT REQUEST NO. 10:**

All documents concerning any business finance procurement services rendered by Applicant under the NATIONSTAR Mark from April 4, 2005 through October 16, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 10:**

Applicant objects to this Request on the ground that it is overly broad and unduly burdensome to the extent it seeks "all documents concerning any business finance procurement services." Subject to and without waiving the foregoing objection, no documents resulting from Applicant's business finance procurement services from April 4, 2005 through October 16, 2006 bear Applicant's NATIONSTAR Mark.

**DOCUMENT REQUEST NO. 11:**

All documents concerning any real estate management services rendered by Applicant under the NATIONSTAR Mark from April 4, 2005 through October 16, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 11:**

Applicant objects to this Request on the ground that it is overly broad and unduly burdensome to the extent it seeks "all documents concerning any real estate management services." Subject to and without waiving the foregoing objection, no documents resulting from

Applicant's real estate management services from April 4, 2005 through October 16, 2006 bear Applicant's NATIONSTAR Mark.

**DOCUMENT REQUEST NO. 12:**

All documents and tangible things concerning Applicant's first use in the United States of Applicant's NATIONSTAR Mark for the following services:

- i) Insurance brokerage services;
- ii) Rental of real estate;
- iii) Real estate management services;
- iv) Real estate investment services;
- v) Business finance procurement services.

**ANSWER TO DOCUMENT REQUEST NO. 12:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it requests "all documents and tangible things" concerning the first use date for Applicant's various services and that it is duplicative of Request No. 5 of Opposer's First Set of Document Requests. Subject to and without waiving the foregoing objections, all documents and tangible things concerning Applicant's first use in the United States of Applicant's NATIONSTAR Mark for insurance brokerage services, rental of real estate, real estate management services, real estate investment services and business finance procurement services have already been produced in response to Opposer's first set of discovery requests.

**DOCUMENT REQUEST NO. 13:**

Specimens showing use of Applicant's NATIONSTAR mark in connection with each of the following services:

- i) Insurance brokerage services;

- ii) Rental of real estate;
- iii) Real estate management services;
- iv) Real estate investment services;
- v) Business finance procurement services.

**ANSWER TO DOCUMENT REQUEST NO. 13:**

Applicant objects to this Request on the ground that it is duplicative of Request No. 6 of Opposer's First Set of Document Requests. Subject to and without waiving the foregoing objection, all specimens showing use of Applicant's first use in the United States of Applicant's NATIONSTAR Mark for insurance brokerage services, rental of real estate, real estate management services, real estate investment services and business finance procurement services have already been produced in response to Opposer's first set of discovery requests.

**DOCUMENT REQUEST NO. 14:**

All documents concerning the filing of U.S. Application No. 77/195,561 for Applicant's NATIONSTAR Mark.

**ANSWER TO DOCUMENT REQUEST NO. 14:**

Applicant objects to this Request on the ground that it is overly broad and unduly burdensome to the extent it requests "all documents" concerning the filing of Applicant's NATIONSTAR application. Applicant objects to this Request on the ground that documents filed in connection with U.S. Application No. 77/195,561 are publicly available documents that are as easily available to Opposer as they are to Applicant. Applicant further objects to this Request to the extent that it seeks documents that are protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law.

**DOCUMENT REQUEST NO. 15:**

Documents sufficient to identify the amount of sales in the United States of insurance brokerage services offered under or using Applicant's NATIONSTAR Mark since Applicant's first use of the mark in connection with such services.

**ANSWER TO DOCUMENT REQUEST NO. 15:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this case and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for insurance brokerage services offered under or using Applicant's NATIONSTAR Mark. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 16:**

Documents sufficient to identify the amount of sales in the United States of real estate management services offered under or using Applicant's NATIONSTAR Mark since Applicant's first use of the mark in connection with such services.

**ANSWER TO DOCUMENT REQUEST NO. 16:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this case and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for real estate management services offered under or using Applicant's NATIONSTAR Mark. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 17:**

Documents sufficient to identify the amount of sales in the United States of rental of real estate services offered under or using Applicant's NATIONSTAR Mark since Applicant's first use of the mark in connection with such services.

**ANSWER TO DOCUMENT REQUEST NO. 17:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this case and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for rental of real estate services offered under or using Applicant's NATIONSTAR Mark. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 18:**

Documents sufficient to identify the amount of sales in the United States of real estate investment services offered under or using Applicant's NATIONSTAR Mark since Applicant's first use of the mark in connection with such services.

**ANSWER TO DOCUMENT REQUEST NO. 18:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this case and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for real estate investment services offered under or using Applicant's NATIONSTAR Mark. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 19:**

Documents sufficient to identify the amount of sales in the United States of business finance procurement services offered under or using Applicant's NATIONSTAR Mark since Applicant's first use of the mark in connection with such services.

**ANSWER TO DOCUMENT REQUEST NO. 19:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this case and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for business finance procurement services offered under or using Applicant's NATIONSTAR Mark. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 20:**

Documents sufficient to identify the amount of advertising and promotional expenditures in connection with insurance brokerage services offered under or using Applicant's NATIONSTAR Mark in the United States since Applicant's first use of the mark in connection with such services.

**ANSWER TO DOCUMENT REQUEST NO. 20:**

Applicant objects to this Request on the ground that it is vague as to whether it seeks documents showing advertising expenditures or documents showing the number of Applicant's advertisements of its NATIONSTAR mark. Applicant further objects to this Request on the ground that it is duplicative of Request 19 of Opposer's first set of document requests. Subject to and without waiving the foregoing objections, all documents that identify the amount of advertising and promotional expenditures in connection with insurance brokerage services offered under or using Applicant's NATIONSTAR Mark in the United States since Applicant's

first use of the mark in connection with such services have been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 21:**

Documents sufficient to identify the amount of advertising and promotional expenditures in connection with real estate management services offered under or using Applicant's NATIONSTAR Mark in the United States since Applicant's first use of the mark in connection with such services.

**ANSWER TO DOCUMENT REQUEST NO. 21:**

Applicant objects to this Request on the ground that it is vague as to whether it seeks documents showing advertising expenditures or documents showing the number of Applicant's advertisements of its NATIONSTAR mark. Applicant further objects to this Request on the ground that it is duplicative of Request 19 of Opposer's first set of document requests. Subject to and without waiving the foregoing objections, all documents that identify the amount of advertising and promotional expenditures in connection with real estate management services offered under or using Applicant's NATIONSTAR Mark in the United States since Applicant's first use of the mark in connection with such services have been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 22:**

Documents sufficient to identify the amount of advertising and promotional expenditures in connection with rental of real estate services offered under or using Applicant's NATIONSTAR Mark in the United States since Applicant's first use of the mark in connection with such services.

**ANSWER TO DOCUMENT REQUEST NO. 22:**

Applicant objects to this Request on the ground that it is vague as to whether it seeks documents showing advertising expenditures or documents showing the number of Applicant's advertisements of its NATIONSTAR mark. Applicant further objects to this Request on the ground that it is duplicative of Request 19 of Opposer's first set of document requests. Subject to and without waiving the foregoing objections, all documents that identify the amount of advertising and promotional expenditures in connection with rental of real estate services offered under or using Applicant's NATIONSTAR Mark in the United States since Applicant's first use of the mark in connection with such services have been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 23:**

Documents sufficient to identify the amount of advertising and promotional expenditures in connection with real estate investment services offered under or using Applicant's NATIONSTAR Mark in the United States since Applicant's first use of the mark in connection with such services.

**ANSWER TO DOCUMENT REQUEST NO. 23:**

Applicant objects to this Request on the ground that it is vague as to whether it seeks documents showing advertising expenditures or documents showing the number of Applicant's advertisements of its NATIONSTAR mark. Applicant further objects to this Request on the ground that it is duplicative of Request 19 of Opposer's first set of document requests. Subject to and without waiving the foregoing objections, all documents that identify the amount of advertising and promotional expenditures in connection with real estate investment services offered under or using Applicant's NATIONSTAR Mark in the United States since Applicant's

first use of the mark in connection with such services have been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 24:**

Documents sufficient to identify the amount of advertising and promotional expenditures in connection with business finance procurement services offered under or using Applicant's NATIONSTAR Mark in the United States since Applicant's first use of the mark in connection with such services.

**ANSWER TO DOCUMENT REQUEST NO. 24:**

Applicant objects to this Request on the ground that it is vague as to whether it seeks documents showing advertising expenditures or documents showing the number of Applicant's advertisements of its NATIONSTAR mark. Applicant further objects to this Request on the ground that it is duplicative of Request 19 of Opposer's first set of document requests. Subject to and without waiving the foregoing objections, all documents that identify the amount of advertising and promotional expenditures in connection with business finance procurement services offered under or using Applicant's NATIONSTAR Mark in the United States since Applicant's first use of the mark in connection with such services have been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 25:**

All documents regarding any consumers who have purchased insurance brokerage services from Applicant in connection with Applicant's NATIONSTAR mark.

**ANSWER TO DOCUMENT REQUEST NO. 25:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it requests "all documents" and vague as to the meaning of "regarding

any consumers.” Applicant further objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for insurance brokerage services. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 26:**

All documents regarding any consumers who have purchased real estate management services from Applicant in connection with Applicant’s NATIONSTAR mark.

**ANSWER TO DOCUMENT REQUEST NO. 26:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it requests “all documents” and vague as to the meaning of “regarding any consumers.” Applicant further objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for real estate management services. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 27:**

All documents regarding any consumers who have purchased real estate investment services from Applicant in connection with Applicant’s NATIONSTAR mark.

**ANSWER TO DOCUMENT REQUEST NO. 27:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it requests “all documents” and vague as to the meaning of “regarding any consumers.” Applicant further objects to this Request on the ground that it is irrelevant to

any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for real estate investment services. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 28:**

All documents regarding any consumers who have purchased rental of real estate services from Applicant in connection with Applicant's NATIONSTAR mark.

**ANSWER TO DOCUMENT REQUEST NO. 28:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it requests "all documents" and vague as to the meaning of "regarding any consumers." Applicant further objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for rental of real estate services. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 29:**

All documents regarding any consumers who have purchased business finance procurement services from Applicant in connection with Applicant's NATIONSTAR mark.

**ANSWER TO DOCUMENT REQUEST NO. 29:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it requests "all documents" and vague as to the meaning of "regarding any consumers." Applicant further objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible

evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for business finance procurement services. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 30:**

Documents sufficient to identify the amount of sales in the United States of insurance brokerage services offered under or using Applicant's NATIONSTAR mark prior to April 28, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 30:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this case and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for insurance brokerage services. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 31:**

Documents sufficient to identify the amount of sales in the United States of real estate management services offered under or using Applicant's NATIONSTAR mark prior to April 28, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 31:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this case and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for real estate management services. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 32:**

Documents sufficient to identify the amount of sales in the United States of rental of real estate services offered under or using Applicant's NATIONSTAR mark prior to April 28, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 32:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this case and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for rental of real estate services. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 33:**

Documents sufficient to identify the amount of sales in the United States of real estate investment services offered under or using Applicant's NATIONSTAR mark prior to April 28, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 33:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this case and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for real estate investment services. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 34:**

Documents sufficient to identify the amount of sales in the United States of business finance procurement services offered under or using Applicant's NATIONSTAR mark prior to April 28, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 34:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this case and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant did not charge his clients for business finance procurement services. Therefore, there are no documents in response to this document request.

**DOCUMENT REQUEST NO. 35:**

Document sufficient to identify the amount of advertising and promotional expenditures for insurance brokerage services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 35:**

Applicant objects to this Request on the ground that it is vague as to whether it seeks documents showing advertising expenditures or documents showing the number of Applicant's advertisements of its NATIONSTAR mark. Applicant further objects to this Request on the ground that it is encompassed by and therefore duplicative of Request 19 of Opposer's first set of document requests. Subject to and without waiving the foregoing objections, all documents that identify the amount of advertising and promotional expenditures for insurance brokerage services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006 have all been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 36:**

Document sufficient to identify the amount of advertising and promotional expenditures for rental of real estate services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 36:**

Applicant objects to this Request on the ground that it is vague as to whether it seeks documents showing advertising expenditures or documents showing the number of Applicant's advertisements of its NATIONSTAR mark. Applicant further objects to this Request on the ground that it is encompassed by and therefore duplicative of Request 19 of Opposer's first set of document requests. Subject to and without waiving the foregoing objections, all documents that identify the amount of advertising and promotional expenditures for rental of real estate services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006 have all been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 37:**

Document sufficient to identify the amount of advertising and promotional expenditures for real estate management services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 37:**

Applicant objects to this Request on the ground that it is vague as to whether it seeks documents showing advertising expenditures or documents showing the number of Applicant's advertisements of its NATIONSTAR mark. Applicant further objects to this Request on the ground that it is encompassed by and therefore duplicative of Request 19 of Opposer's first set of document requests. Subject to and without waiving the foregoing objections, all documents that identify the amount of advertising and promotional expenditures for real estate management services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006 have all been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 38:**

Document sufficient to identify the amount of advertising and promotional expenditures for real estate investment services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 38:**

Applicant objects to this Request on the ground that it is vague as to whether it seeks documents showing advertising expenditures or documents showing the number of Applicant's advertisements of its NATIONSTAR mark. Applicant further objects to this Request on the ground that it is encompassed by and therefore duplicative of Request 19 of Opposer's first set of document requests. Subject to and without waiving the foregoing objections, all documents that identify the amount of advertising and promotional expenditures for real estate investment services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006 have all been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 39:**

Document sufficient to identify the amount of advertising and promotional expenditures for business finance procurement services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006.

**ANSWER TO DOCUMENT REQUEST NO. 39:**

Applicant objects to this Request on the ground that it is vague as to whether it seeks documents showing advertising expenditures or documents showing the number of Applicant's advertisements of its NATIONSTAR mark. Applicant further objects to this Request on the ground that it is encompassed by and therefore duplicative of Request 19 of Opposer's first set of document requests. Subject to and without waiving the foregoing objections, all documents that

identify the amount of advertising and promotional expenditures for business finance procurement services offered under or using Applicant's NATIONSTAR Mark in the United States prior to April 28, 2006 have all been produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 40:**

Copies of any loan applications submitted or prepared by consumers in connection with loans made, offered or brokered by Applicant in connection with Applicant's NATIONSTAR Mark.

**ANSWER TO DOCUMENT REQUEST NO. 40:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objection, Applicant does not have in his possession, custody or control copies of any loan applications submitted or prepared by consumers in connection with loans made, offered or brokered by Applicant in connection with Applicant's NATIONSTAR Mark.

**DOCUMENT REQUEST NO. 41:**

Copies of any invoices for the creation, preparation, or printing of any business cards, flyers, brochures, or any other advertising or marketing documents bearing Applicant's NATIONSTAR Mark.

**ANSWER TO DOCUMENT REQUEST NO. 41:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objection, Applicant did not possess and/or retain

any copies of invoices for the creation, preparation, or printing of any business cards, flyers, brochures, or any other advertising or marketing documents bearing Applicant's NATIONSTAR Mark other than the invoice reflecting the registration of Applicant's domain names already produced in response to Opposer's first set of document requests.

**DOCUMENT REQUEST NO. 42:**

Copies of any loan approval forms prepared in connection with loans made, offered or brokered by Applicant in connection with Applicant's NATIONSTAR Mark.

**ANSWER TO DOCUMENT REQUEST NO. 42:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objection, Applicant does not have in his possession, custody or control copies of any loan approval forms prepared in connection with loans made, offered or brokered by Applicant in connection with Applicant's NATIONSTAR Mark.

**DOCUMENT REQUEST NO. 43:**

Copies of any settlement checks in connection with any successful mortgage loan or mortgage brokerage transaction by Applicant in connection with Applicant's NATIONSTAR Mark.

**ANSWER TO DOCUMENT REQUEST NO. 43:**

Applicant objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objection, Applicant does not have in his possession, custody or control copies of any settlement checks in connection with any successful

mortgage loan or mortgage brokerage transaction by Applicant in connection with Applicant's NATIONSTAR Mark.

**DOCUMENT REQUEST NO. 44:**

All tax returns for Nationstar Mortgage LLC.

**ANSWER TO DOCUMENT REQUEST NO. 44:**

There are no tax returns for Nationstar Mortgage LLC.

**DOCUMENT REQUEST NO. 45:**

All W-2 forms for employees of Nationstar Mortgage LLC.

**ANSWER TO DOCUMENT REQUEST NO. 45:**

There are no W-2 forms for employees of Nationstar Mortgage LLC.

**DOCUMENT REQUEST NO. 46:**

All documents sufficient to show the identity, nature, and location(s) of any real estate agency, mortgage lender, mortgage brokerage, real estate investment company, rental of real estate company, or real estate management company at which Mujahid Ahmad has been employed or with which Mujahid Ahmad has been affiliated.

**ANSWER TO DOCUMENT REQUEST NO. 46:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it seeks "all documents" showing the identity, nature and location(s) of certain companies. Applicant further objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence. Applicant further objects to this Request on the grounds that the nature and location of these companies are a matter of public record. Subject to and without waiving the foregoing

objections, Applicant does not have in his possession, custody or control any documents responsive to this request that have not already been produced or are a matter of public record.

**DOCUMENT REQUEST NO. 47:**

All document regarding the relationship between Mujahid Ahmad and the following individuals:

- i) Ikram U. Danish
- ii) Ahmed U. Sayed
- iii) Shafiq Ahmad
- iv) Abid Hussain
- v) Abdul Haq
- vi) Zulkihar Sharieff
- vii) Marina Leon
- viii) Samer Ramadan
- ix) Muhammad Shoaib Shah
- x) Hameed Khan.

**ANSWER TO DOCUMENT REQUEST NO. 47:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it seeks "all documents" regarding Applicant's relationship with the listed individuals and is vague as to the meaning of "regarding" and "relationship." Applicant further objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Applicant has produced documents showing a

business relationship with these individuals and is otherwise acquaintances with these individuals, a relationship for which there are no documents.

**DOCUMENT REQUEST NO. 48:**

All documents, including computer files, sufficient to establish the original date of creation of the documents in Applicant's document production labeled APP0008-APP0012.

**ANSWER TO DOCUMENT REQUEST NO. 48:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it seeks "all documents" that establish an original date of creation of certain documents. Applicant further objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, no documents exist sufficient to establish the original date of creation of the documents in Applicant's document production labeled APP0008-APP0012.

**DOCUMENT REQUEST NO. 49:**

All documents sufficient to support the statement in Applicant's Response to Opposer's Interrogatory No. 9 that "In 2005, Applicant spent approximately \$280 printing business cards bearing the NATIONSTAR mark to promote Applicant's Services."

**ANSWER TO DOCUMENT REQUEST NO. 49:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it seeks "all documents" sufficient to support Applicant's statement. Subject to and without waiving the foregoing objection, Applicant's statement that "In 2005, Applicant spent approximately \$280 printing business cards bearing the NATIONSTAR mark to

promote Applicant's Services" is based on Applicant's good faith estimate. A declaration attesting to this good faith estimate is being produced.

**DOCUMENT REQUEST NO. 50:**

All documents sufficient to support the statement in Applicant's Response to Opposer's Interrogatory No. 9 that "between December 2004 and the present, Applicant has spent approximately \$50 copying flyers bearing the NATIONSTAR mark to promote Applicant's services."

**ANSWER TO DOCUMENT REQUEST NO. 50:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it seeks "all documents" sufficient to support Applicant's statement. Subject to and without waiving the foregoing objection, Applicant's statement that "between December 2004 and the present, Applicant has spent approximately \$50 copying flyers bearing the NATIONSTAR mark to promote Applicant's services" is based on Applicant's good faith estimate. A declaration attesting to this good faith estimate is being produced.

**DOCUMENT REQUEST NO. 51:**

All documents regarding the creation of Applicant's web sites at [www.nationstarmortgage.net](http://www.nationstarmortgage.net) and [www.nationstarmortgage.com](http://www.nationstarmortgage.com).

**ANSWER TO DOCUMENT REQUEST NO. 51:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it seeks "all documents" concerning the creation of Applicant's web sites and vague as to the meaning of "regarding the creation" of Applicant's web sites. Applicant further objects to this Request on the ground that it is irrelevant to any issue of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, there are no documents regarding the creation of Applicant's websites.

**DOCUMENT REQUEST NO. 52:**

All documents regarding First American Real Estate, Inc.

**ANSWER TO DOCUMENT REQUEST NO. 52:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it seeks "all documents" regarding First American Real Estate. Applicant further objects to this Request on the grounds that documents regarding First American Real Estate are a matter of public record. Subject to and without waiving the foregoing objections, Applicant does not have any documents in his possession, custody or control regarding First American Real Estate, Inc. that have not already been produced or are a matter of public record.

**DOCUMENT REQUEST NO. 53:**

All documents regarding Applicant's decision to file Application Serial No. 77/195,561.

**ANSWER TO DOCUMENT REQUEST NO. 53:**

Applicant objects to this Request on the grounds that it is overly broad and unduly burdensome to the extent it seeks "all documents" regarding his Applicant's decision to file the

trademark application. Applicant further objects to this Request that all documents it seeks are protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law.

STEPTOE & JOHNSON LLP

By: Rachel M. Marmer  
Stephanie Carmody  
Rachel M. Marmer  
1330 Connecticut Avenue, N.W.  
Washington, DC 20036-1795  
(202) 429-8135

Attorneys for Applicant, Mujahid Ahmad

Dated: October 31, 2007

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing APPLICANT'S RESPONSES TO OPPOSER'S SECOND SET OF DOCUMENT REQUESTS was mailed on this 31st day of October, 2007, by first-class mail, postage prepaid, to:

Bryce J. Maynard  
BUCHANAN INGERSOLL & ROONEY, PC  
1737 King Street  
Alexandria, VA 22314-2727

Rachel Marmor



**A. Settlement Statement**

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 9/30/07)

FINAL

**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		04-115		N/A

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing, they are shown here for information purposes and are not included in the totals. **WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18, U.S. Code, Sections 1001 and Section 1010.

TitleExpress Settlement System  
Printed 02/10/2005 at 18:28 PAM

**D. NAME OF BORROWER:** FARZANA SHAHEEN  
**ADDRESS:**

**E. NAME OF SELLER:** [REDACTED]  
**ADDRESS:** [REDACTED]

**F. NAME OF LENDER:** AMERICAN HOME MORTGAGE ACCEPTANCE, INC.  
**ADDRESS:** 520 BROADHOLLOW ROAD, MELLVILLE, NY 11747

**G. PROPERTY ADDRESS:** 6401 PIONEER DRIVE, Springfield, VA 22150  
 LOT2, BLK1, SECL, SPRINGFIELD ESTATES,FXCO

**H. SETTLEMENT AGENT:** Express Settlement Services, Inc.  
**PLACE OF SETTLEMENT:** 7777 Leesburg Pike, Suite 403N, Falls Church, VA 22043

**I. SETTLEMENT DATE:** 02/10/2005

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>		<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract sales price	438,000.00	401. Contract sales price	438,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>		<b>420. GROSS AMOUNT DUE TO SELLER:</b>	
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
		BANK OF AMERICA	
205. 2ND TRUST CREDIT		505.	
AMERICAN HOME MORTGAGE ACCEPTA			
206.		506. RELEASE MGT. FEE FOR 1 PAYOFF	
		Express Settlement Services, I	
207.		507. RELEASE TRACKING FEE/REQUIRE	
		REQUIRE	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 01/01/05 to 02/10/05		511. County taxes 01/01/05 to 02/10/05	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515. ADMIN FEE/SOVEREIGN REALTY CO.	
216.		516.	
217. WALKTHROUGH CREDIT		517. WALKTHROUGH CREDIT	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>		<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>		<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		602. Less reduction amount due seller (line 520)	
<b>303. CASH FROM BORROWER</b>		<b>603. CASH TO SELLER</b>	

# A Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 9/30/2005) **FINAL**

<b>B. Type of Loan</b>		<b>6. File Number</b>	<b>7. Loan Number</b>	<b>8. Mortgage Insurance Case Number</b>
<input type="checkbox"/> FHA	<input type="checkbox"/> FmHA	<input checked="" type="checkbox"/> Conv. Unins.		
<input type="checkbox"/> VA	<input type="checkbox"/> Conv. Ins.	04-118	[REDACTED]	N/A
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.o.c." were paid outside the closing. They are shown here for informational purposes and are not included in the total. <b>WARNING:</b> It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18, U.S. Code Section 1001 and Section 1010.				TitleExpress Settlement System Printed 03/24/2005 at 17:51 PAM
<b>D. NAME OF BORROWER:</b> ABID HUSSAIN				
<b>ADDRESS:</b>				
<b>E. NAME OF SELLER:</b> [REDACTED]				
<b>ADDRESS:</b>				
<b>F. NAME OF LENDER:</b> WORLD SAVINGS				
<b>ADDRESS:</b> 4101 WISEMAN BOULEVARD, BUILD. ATTN: IMAGING DEPARTMENT, SAN ANTONIO, TX 7825				
<b>G. PROPERTY ADDRESS:</b> 7724 CAMP ALGER AVENUE, Falls Church, VA 22042				
LOT 34, FAIRVIEW PARK, FFX, CO.				
<b>H. SETTLEMENT AGENT:</b> Express Settlement Services, Inc.				
<b>PLACE OF SETTLEMENT:</b> 7777 Leesburg Pike, Suite 403N, Falls Church, VA 22043				
<b>I. SETTLEMENT DATE:</b> 03/24/2005				
<b>J. SUMMARY OF BORROWER'S TRANSACTION:</b>			<b>K. SUMMARY OF SELLER'S TRANSACTION:</b>	
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>			<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract sales price	405,000.00		401. Contract sales price	405,000.00
102. Personal Property			402. Personal Property	
103. Settlement charges to borrower (line 1400)	[REDACTED]		403.	
104. 2ND QTR HOADUES/FAIRVIEW PARK	[REDACTED]		404.	
105. HOA TRANSFER FEE/KOGER MGT	[REDACTED]		405.	
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance	
106. City/town taxes			406. City/town taxes	
107. County taxes			407. County taxes	
108. Assessments 03/24/05 to 03/31/05	[REDACTED]		408. Assessments 03/24/05 to 03/31/05	[REDACTED]
109.			409.	
110.			410.	
111.			411.	
112.			412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>			<b>420. GROSS AMOUNT DUE TO SELLER:</b>	
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>			<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>	
201. Deposit or earnest money	[REDACTED]		501. Excess Deposit (see Instructions)	
202. Principal amount of new loans	[REDACTED]		502. Settlement charges to seller (line 1400)	[REDACTED]
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to	
204.			504. Payoff:0025150848	[REDACTED]
			WORLD SAVINGS	
205.			505.	
206.			506. RELEASE MGT FEE FOR 1 PAYOFF	[REDACTED]
			Express Settlement Services, I	
207.			507. RELEASE TRACKING FEE/REQUIRE	[REDACTED]
			REQUIRE	
208.			508. PROCESSING FEE/JOBIN REALTY	[REDACTED]
			JOBIN REALTY, INC.	
209.			509.	
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller	
210. City/town taxes			510. City/town taxes	
211. County taxes 01/01/05 to 03/24/05	[REDACTED]		511. County taxes 01/01/05 to 03/24/05	[REDACTED]
212. Assessments			512. Assessments	
213.			513.	
214.			514.	
215. RENT BACK 3/25-4/17 @73.13/DAY	[REDACTED]		515. RENT BACK 3/25-4/17 @73.13/DAY	1,000.00
216.			516. RENT BACK ESCROW	[REDACTED]
217.			517. WALKTHROUGH ESCROW FOR WASHER	[REDACTED]
218.			518.	
219.			519.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>			<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>			<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>	
301. Gross amount due from borrower (line 120)	[REDACTED]		601. Gross amount due to seller (line 420)	[REDACTED]
302. Less amounts paid by/fcr borrower (line 220)	[REDACTED]		602. Less reduction amount due seller (line 520)	[REDACTED]
<b>303. CASH FROM BORROWER</b>			<b>603. CASH TO SELLER</b>	



# A Settlement Statement

U.S. Department of Housing and Urban Development  
 OMB Approval No. 2502-0265 (expires 9/30/2006) **FINAL**

**B. Type of Loan**  
 1.  FHA 2.  FmHA 3.  Conv. Units

4.  VA 5.  Conv. Jns.

6. File Number: 04-121

7. Loan Number: \_\_\_\_\_

8. Mortgage Insurance Case Number: N/A

**C. Note**  
 This form is intended to give you a statement of all the settlement charges and amounts as disclosed by the settlement agent. Section 1025.6 of the Truth in Lending Act (15 U.S.C. 1602) requires that this information be provided to you in a clear and concise manner. It is your responsibility to know your rights and to read this statement carefully. This form is not intended to be a substitute for legal advice. For more information, see the U.S. Department of Housing and Urban Development's booklet, "Settlement Statement: What You Need to Know." Printed 04/11/2005 at 15:55 PM.

**D. NAME OF BORROWER:** SULTAN SHAKEEL AHMAD

**E. NAME OF SELLER:** \_\_\_\_\_

**F. NAME OF LENDER:** NEW CENTURY MORTGAGE CORPORATION  
 ADDRESS: 11730 PLAZA AMERICA DRIVE, SUITE 650, RESTON, VA 20190

**G. PROPERTY ADDRESS:** 2704 HARWICH COURT, Woodbridge, VA 22192  
 LOT 154, PT. 1 SEC 4, LAKE RIDGE, P.W. CO.

**H. SETTLEMENT AGENT:** Express Settlement Services, Inc.  
 PLACE OF SETTLEMENT: 7777 Leesburg Pike, Suite 405N, Falls Church, VA 22043

**I. SETTLEMENT DATE:** 04/11/2005

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	375,000.00	401. Contract sales price	375,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)		403. Settlement charges to seller (line 1400)	
104. _____		404. _____	
105. _____		405. _____	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. _____		409. _____	
110. _____		410. _____	
111. _____		411. _____	
112. _____		412. _____	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit of earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. _____		504. Payment 1086581217	
205. _____		CHASE HOME FINANCE, LLC	
206. _____		505. _____	
207. _____		506. _____	
208. _____		507. RELEASE MGT OPERATIONS PAYOFF	
209. _____		Express Settlement Services, I	
210. _____		508. RELEASE TRACK & SEARCH REQUIRE	
211. _____		REQUIRE	
212. _____		509. _____	
213. _____		510. _____	
214. _____		511. _____	
215. _____		512. _____	
216. _____		513. _____	
217. _____		514. HOME WARRANTY	
218. _____		515. PROCEEDS WIRE FEE	
219. _____		516. _____	
220. _____		517. _____	
221. _____		518. _____	
222. _____		519. _____	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/or borrower (line 220)		602. Less reduction amount due seller (line 520)	
303. CASH FROM BORROWER		603. CASH TO SELLER	

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT <b>SETTLEMENT STATEMENT</b>	<b>B. TYPE OF LOAN:</b> 1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FmHA    3. <input checked="" type="checkbox"/> CCNV. UNINS.    4. <input type="checkbox"/> VA    5. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: C5RDAN360 7. LOAN NUMBER: [REDACTED] 8. MORTGAGE INS CASE NUMBER:
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**C. NOTE:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "PCC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.  
1.0 3/98 (C5RDAN360 PFD/C5RDAN360.6)

<b>D. NAME AND ADDRESS OF BORROWER:</b>  Bushra Danish 1444 Cottonwood Ct. Woodbridge, VA 22191	<b>E. NAME AND ADDRESS OF SELLER:</b>  First Trust Settlement & Escrow, Inc.  PLACE OF SETTLEMENT 33946 Harry Byrd Highway Bluemont, VA 20135	<b>F. NAME AND ADDRESS OF LENDER:</b>  America's Wholesale Lender 12150 Monument Dr., Suite 225 Fairfax, VA 22033
<b>G. PROPERTY LOCATION:</b> 1444 Cottonwood Ct. Woodbridge, VA 22191 VA Counties County, Virginia	<b>H. SETTLEMENT AGENT:</b> 56-2362227 First Trust Settlement & Escrow, Inc.	<b>I. SETTLEMENT DATE:</b> July 12, 2005  Disburse: 07/18/05

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>		<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	[REDACTED]	403.	
104. Payoff 1st Mortgage to Countrywide Home loans	[REDACTED]	404.	
105. Payoff 2nd Mortgage to Countrywide Home loans	[REDACTED]	405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes	to	406. City/Town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>223,219.54</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
201. Deposit or earnest money		501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	[REDACTED]	502. Settlement Charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Broker's Credit	[REDACTED]	504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	to	511. County Taxes	to
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	[REDACTED]	<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	
<b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b>		<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
301. Gross Amount Due From Borrower (Line 120)	[REDACTED]	601. Gross Amount Due To Seller (Line 420)	
302. Less Amount Paid By/For Borrower (Line 220)	[REDACTED]	602. Less Reductions Due Seller (Line 520)	
<b>303. CASH ( FROM ) ( TO ) BORROWER</b>	[REDACTED]	<b>603. CASH ( TO ) ( FROM ) SELLER</b>	[REDACTED]

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower \_\_\_\_\_  
 Bushra Danish

Seller

# Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 9/30/2005)

## B. Type of Loan

1. FHA  2. DFHA  3. Conv. Units  4. File Number  5. Loan Number  6. Mortgage Insurance Case Number

7. Title Express Settlement System  
 Priced 07/28/05 at 17.58 PAM

**D. NAME OF BORROWER** JAHANZED KHAN and SHABANA KHAN  
**ADDRESS** 6000 JAPONICA STREET, SPRINGFIELD, VA 22150

**E. NAME OF SELLER**  
**ADDRESS**

**F. NAME OF LENDER** LONG BEACH MORTGAGE  
**ADDRESS** 75 NORTH FAIRWAY DRIVE, BUILDING A, 3RD FLOOR, VERNON HILLS, IL 60061

**G. PROPERTY ADDRESS** 6529 ELDER AVENUE, Springfield, VA 22150  
 LOT 6, RESUB OF LOT 1, TALBERT, FOX CO., FAIRFAX COUNTY

**H. SETTLEMENT AGENT** Express Settlement Services, Inc.  
**PLACE OF SETTLEMENT** 7777 Leesburg Pike, Suite 407N, Falls Church, VA 22043  
**I. SETTLEMENT DATE** 07/25/2005

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	602,000.00	401. Contract sales price	602,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)		403.	
104. ADMIN FEE/SF		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City down taxes		406. City down taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (See instructions)	
202. Personal amount of new loans		502. Settlement charges to seller (line 1400)	
203. Existing loans taken subject to		503. Existing loans taken subject to	
204.		504. Payoff 2001030101	
205. 2ND TRUST CREDIT		505. Payoff 8007022726	
LONG BEACH MORTGAGE		CITIMORTGAGE, INC.	
206.		506.	
207.		Express Settlement Services, I	
208.		507. RELEASE TRACKS SEARCH REQUIRE	
209.		REQUIRE	
210.		508.	
211.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
212. City down taxes		510. City down taxes	
211. County taxes	07/01/05 to 07/25/05	511. County taxes	07/01/05 to 07/25/05
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515. ADMIN FEE/SF	
216.		516.	
217.		517. 1ST 1/2 RE TAXES ARE PAID	
218.		518.	
219.		519.	
220. TOTAL PAID BY/ FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by borrower (line 220)		602. Less reduction amount due seller (line 520)	
303. CASH FROM BORROWER		603. CASH TO SELLER	

**8. SUBSTITUTE FORM 1099 SELLER STATEMENT** The information contained herein is intended for information only and is being furnished to the Internal Revenue Service. If you are required to file a return, the absence of any entry on this statement will be reported to the IRS and the IRS determines that a tax has not been reported. The Gross Sales Price reported on the 1099 above constitutes the Gross Proceeds of this transaction.

Buyer's name may be subject to civil or criminal penalties as imposed by law. Under penalty of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

SELLER(S) SIGNATURE(S)

SELLER(S) MAILING ADDRESS

SELLER(S) PHONE NUMBERS

**A. Settlement Statement**

U. S. Department of Housing and Urban Development

GMB Approval No. 2502-0265 (expires 9/30/2005)

**FINAL**

**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> Conv. Unins	6. File Number 05-141	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> DVA	5. <input type="checkbox"/> Conv. Ins.				

**C. Note** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "100" were paid out of the closing; they are shown here for information purposes and are not included in the items marked "400" as a guide to knowingly make false statements to the United States or any other governmental agency upon conviction can result in a fine and imprisonment. For details see Title 28, U. S. Code Section 1592 and Section 1593.

TitleExpress Settlement System  
Printed 08/14/2005 at 12:22 P.M.

<b>D. NAME OF BORROWER:</b>	SHAFIQ AHMAD
<b>ADDRESS:</b>	830 S. GREENBRIER STREET, APT. 3, ARLINGTON, VA 22204
<b>E. NAME OF SELLER:</b>	[REDACTED]
<b>ADDRESS:</b>	[REDACTED]
<b>F. NAME OF LENDER:</b>	WORLD SAVINGS
<b>ADDRESS:</b>	4101 WISEMAN BOULEVARD, BUILD. ATTN: IMAGING DEPARTMENT, SAN ANTONIO, TX 782
<b>G. PROPERTY ADDRESS:</b>	6518 SHARPS DRIVE, Centreville, VA 20121 LOT 450, SECTION 120-2, FAIRFAX COUNTY, VA 20121
<b>H. SETTLEMENT AGENT:</b>	Express Settlement Services, Inc., Telephone: 703-506-1000 Fax: 703-506-0962
<b>PLACE OF SETTLEMENT:</b>	7777 Leesburg Pike, Suite 403N, Falls Church, VA 22043
<b>I. SETTLEMENT DATE:</b>	08/09/2005

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	410,000.00	401. Contract sales price	410,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	[REDACTED]	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments	08/09/05 to 09/30/05 [REDACTED]	408. Assessments	08/09/05 to 09/30/05 [REDACTED]
109		409	
110		410	
111		411	
112		412	
120. GROSS AMOUNT DUE FROM BORROWER	[REDACTED]	420. GROSS AMOUNT DUE TO SELLER:	[REDACTED]
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	[REDACTED]	501. Excess Deposit (see instructions)	
202. Principal amount of new loans	[REDACTED]	502. Settlement charges to seller (line 1400)	[REDACTED]
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204		504. Payoff 0042852803	[REDACTED]
205		FIRST HORIZON HOME LOANS	
206		505	
207		506. RELEASE MTG/OPERATIONS/PAYOFF	[REDACTED]
208. RENT BACK 08/09 THRU 09/04	[REDACTED]	EXPRESS SETTLEMENT SERVICES, I	
209		507. RELEASE TRACK & SEARCH	[REDACTED]
		REQUIRE	
		508. RENT BACK 08/09 THRU 09/04	[REDACTED]
		509. SECURITY DEPOSIT	[REDACTED]
		EXPRESS SETTLEMENT SERVICES, I	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes	07/01/05 to 08/09/05 [REDACTED]	511. County taxes	07/01/05 to 08/09/05 [REDACTED]
212. Assessments		512. Assessments	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220. TOTAL PAID BY/BORROWER	[REDACTED]	520. TOTAL REDUCTION AMOUNT DUE SELLER	[REDACTED]
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	[REDACTED]	601. Gross amount due to seller (line 420)	[REDACTED]
302. Less amounts paid by/borrower (line 200)	[REDACTED]	602. Less reduction amount due seller (line 500)	[REDACTED]
303. CASH FROM BORROWER	[REDACTED]	603. CASH TO SELLER	[REDACTED]

**SUBSTITUTE FORM 1099 SELLER STATEMENT.** The information reported here is important tax information and is to be furnished to the Internal Revenue Service. If you are required to file a return a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price distributed on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent with Tax ID No. \_\_\_\_\_ and your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalty of perjury, certify that the number shown on this statement is my correct taxpayer identification number.

TIN \_\_\_\_\_ SELLER'S SIGNATURE \_\_\_\_\_

SELLER'S NEW MAILING ADDRESS \_\_\_\_\_

SELLER'S PHONE NUMBERS \_\_\_\_\_

**A. Settlement Statement**

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0205



**B. Type of Loan**

1.  FHA    2.  RHS    3.  Conv. Unins.    6. File Number: 05-372    7. Loan Number:    8. Mortgage Insurance Case Number:

4.  VA    5.  Conv. Ins.

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.c.c.\*)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

<b>D. Name and Address of Borrower</b> [REDACTED]	<b>E. Name and Address of Seller</b> Zulfikhar A. SHARIEFF Sameer A. SHARIEFF 4363 Ensbrook Lane Woodbridge, VA 22193	<b>F. Name and Address of Lender</b> Long Beach Mortgage 75 N Fairway Dr., Bldg A, Fl 3 Vernon Hills, IL 60061
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<b>G. Property Location</b> 7220 Roosevelt Avenue Falls Church, VA 22042 Lot 87 Sec 3 TYLER PARK Fairfax Co #050-3-09-0087	<b>H. Settlement Agent</b> Law Offices of Brian Lee Leslie, PLC.  <b>Place of Settlement</b> 7700 Little River Turnpike Suite 207 Annandale, VA 22003	<b>I. Settlement Date</b> 08/15/05 DD: 08/15/05
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J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>		<b>400. GROSS AMOUNT DUE TO SELLER</b>	
101. Contract sales price	535,000.00	401. Contract sales price	[REDACTED]
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	[REDACTED]	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>		<b>420. GROSS AMOUNT DUE TO SELLER</b>	
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER</b>		<b>500. REDUCTIONS IN AMOUNT TO SELLER</b>	
201. Deposit or earnest money	[REDACTED]	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)	[REDACTED]	502. Settlement charges to seller (line 1400)	[REDACTED]
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	[REDACTED]
		Wachovia Bank, NA	
205. 2nd Trust Proceeds	[REDACTED]	505. Payoff of second mortgage loan	[REDACTED]
		Wachovia Bank, NA	
206. Seller Contribution	[REDACTED]	506. Seller Contribution	[REDACTED]
207. Mortgage Broker Credit	[REDACTED]	507.	
208. Broker Credit	[REDACTED]	508.	
209. Title Company Credit	[REDACTED]	509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 07/01 to 08/15	[REDACTED]	511. County taxes 07/01 to 08/15	[REDACTED]
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY / FOR BORROWER</b>		<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>		<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>	
301. Gross amount due from borrower (line 120)	[REDACTED]	601. Gross amount due to seller (line 420)	[REDACTED]
302. Less amounts paid by/or borrower (line 220)	[REDACTED]	602. Less reduction amount due to seller (line 520)	[REDACTED]
<b>303. CASH FROM BORROWER</b>	[REDACTED]	<b>603. CASH TO SELLER</b>	[REDACTED]

# Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 9/30/2006)

FINAL

**B. Type of Loan**

1  FHA 2  FmHA 3  Conv. Loans 6. File Number: 05-148 7. Loan Number: 8. Mortgage Insurance Case Number:

C. Note: This form is furnished to give you a statement of all settlement costs. Amounts paid and by the seller are shown in the appropriate items marked "p.o.e." were paid outside the closing. They are shown here for informational purposes and are not required in the final closing. It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties can include fines and imprisonment. For details, see Title 18, U.S. Code, Section 1001 and Section 1010.

T4eExpress Settlement System  
 File# 4.082773005 at 17.23.ECC

D. NAME OF BORROWER: MOHAMMED I.A. SHARIEFF  
 ADDRESS: 2849 ROGERS DRIVE, FALLS CHURCH, VA 22042

F. NAME OF SELLER:  
 ADDRESS:

G. NAME OF LENDER: LONG BEACH MORTGAGE  
 ADDRESS: 75 NORTH FAIRWAY DRIVE, BUILDING A, 3RD FLOOR, VERNON HILLS, IL, 60061

H. PROPERTY ADDRESS: 2957 LAWRENCE DRIVE, FALLS CHURCH, VA 22042  
 LOT 152, FENWICK PARK, FAIRFAX COUNTY, VA

I. SETTLEMENT AGENT: Express Settlement Services, Inc., Telephone: 703-506-1000 Fax: 703-506-0962  
 PLACE OF SETTLEMENT: 7777 Leesburg Pike, Suite 403N, Falls Church, VA 22042

J. SETTLEMENT DATE: 09/27/2005

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	640,000.00	401. Contract sales price	600,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)		403. Settlement charges to borrower (line 1400)	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit of earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 0026024994	
		WELLS FARGO BANK, N.A.	
205.		505.	
206.		506. REQUIRE	
207.		507. RELEASE OF MORTGAGE	
		EXPRESS SETTLEMENT SERVICES, I	
300. SELLER'S CREDIT CLOSING COSTS		508. SELLER'S CREDIT CLOSING COSTS	
		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
310. City/town taxes		510. City/town taxes	
311. County taxes 07/01/05 to 09/27/05		511. County taxes 07/01/05 to 09/27/05	
312. Assessments		512. Assessments	
313.		513.	
314.		514.	
315.		515.	
316.		516.	
317.		517.	
318.		518.	
319.		519.	
720. TOTAL PAID BY/TO BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
800. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
801. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
802. Less amounts paid by/for borrower (line 220)		602. Less reduction amount due seller (line 520)	
303. CASH FROM BORROWER		603. CASH TO SELLER	

SELLER'S SIGNATURE(S):  
 SELLER'S NEW MAILING ADDRESS:  
 SELLER'S PHONE NUMBERS:

Previous editions are obsolete

# A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0255 (expires 9/30/2006) **FINAL**

## B. Type of Loan

1 <input type="checkbox"/> FHA	2 <input type="checkbox"/> FmHA	3 <input checked="" type="checkbox"/> Conv. Unins.	6 Title Number 06-209	7 Loan Number	8. Mortgage Insurance Case Number N/A
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**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items not added to the cost of the loan are shown in the closing, they are shown here for information purposes and are not included in the total. **WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction include imprisonment and fines. See Title 18, U.S. Code, Section 1017 and Section 1018.

**TitleExpress Settlement System**  
Printed 09/15/2006 at 17:02 TMM

**D. NAME OF BORROWER:** HAMEED AHMAD KHAN  
**ADDRESS:** 7402 ELLWOOD PLACE, Springfield, VA 22150

**E. NAME OF SELLER:**  
**ADDRESS:**

**F. NAME OF LENDER:** LEHMAN BROTHERS BANK, FSB  
**ADDRESS:** 400 PROFESSIONAL DRIVE #500, GAITHERSBURG, MD 20879

**G. PROPERTY ADDRESS:** 7402 ELLWOOD PLACE, Springfield, VA 22150  
LOT 16 BLK 60 SPRINGFIELD

**H SETTLEMENT AGENT:** Express Settlement Services, Inc.  
**PLACE OF SETTLEMENT:** 7777 Leesburg Pike, Suite 403N, Falls Church, VA 22043

**I SETTLEMENT DATE:** 09/15/2006

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER	480,000.00	400. GROSS AMOUNT DUE TO SELLER	480,000.00
101. Contract sales price	480,000.00	401. Contract sales price	480,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1407)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit for earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1409)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Deposit/Earnest money		504. Payoff 4132978	
205. Proceeds from 2nd trust		WORLD SAVINGS	
206. Broker credit		505.	
207.		506.	
208.		507.	
209.		508.	
210.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 07/01/06 to 09/15/06		511. County taxes 07/01/06 to 09/15/06	
212. Assessments		512. Assessments	
213. SELLER CONTRIBUTION		513. SELLER CONTRIBUTION	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/ FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		602. Less reduction amount due seller (line 520)	
303. CASH FROM BORROWER		603. CASH TO SELLER	

**SUBSTITUTE FORM 1010 SELLER STATEMENT:** The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, the 401 above constitutes the Gross Proceeds of this transaction. Seller certifies that it has not been reported. The Contract Sales Price is shown on

You are required by law to provide the settlement agent (if not the lender) with the correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Lender penalty or forfeiture. I certify that the number shown on this statement is my correct taxpayer identification number.

SELLER(S) SIGNATURE(S):  
SELLER(S) NEW MAILING ADDRESS:  
SELLER(S) PHONE NUMBER(S):

# A. Settlement Statement

U.S. Department of Housing and Urban Development  
OMB Approval No. 2502-0265 (expires 9/30/2006)

FINAL

## B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> DFHIA	3. <input type="checkbox"/> Conv. Units	6. File Number 06-219	7. Loan Number	8. Mortgage Insurance Case Number
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C. Note: This form is attached to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Amounts paid to or by you are shown outside the closing. They are shown here for information purposes and are not included in the total amount of cash to be disbursed. Do not include any amounts for the United States or any other similar form. Details are shown on the back of this form. For more information, see the instructions on the back of this form. Printed 02/28/2007 at 10:25 AM

D. NAME OF BORROWER: **Pak-American Corporation**  
ADDRESS: **2800 10th Street, N.E., Washington, DC 20017**

F. NAME OF LENDER: **United Central Bank**  
ADDRESS: **4555 W. Walnut Street, Garland, TX 75042**

G. PROPERTY ADDRESS: **2800 10th Street, N.E., Washington, DC 20017**

H. SETTLEMENT AGENT: **Express Settlement Services, Inc., Telephone: 703-506-1000 Fax: 703-506-0962**  
PLACE OF SETTLEMENT: **7777 Leesburg Pike, Suite 307S, Falls Church, VA 22043**

I. SETTLEMENT DATE: **02/23/2007**

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	1,050,000.00	401. Contract sales price	1,050,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)		403. Settlement charges to seller (line 1400)	
104. Existing loans taken subject to		404. Existing loans taken subject to	
105. Adjustments for items paid by seller in advance		405. Adjustments for items paid by seller in advance	
106. City/County taxes		406. City/County taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. Mortgage February - 23 days		409. Mortgage February - 23 days	
110. Mortgage February - 23 days		410. Mortgage February - 23 days	
111. Mortgage January - 31 days		411. Mortgage January - 31 days	
112. Mortgage January - 31 days		412. Mortgage January - 31 days	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit of earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	
203. Existing loans taken subject to		503. Existing loans taken subject to	
204. Payoff 1418		504. Payoff 1418	
205. Lender Deposit		505. Capital Marketing Corp.	
206. United Central Bank		506. Seller Contribution	
207. Seller Contribution		507. Rem Back - 14 days	
208. Rem Back - 14 days		508. Rem Back Escrow	
209. Escrow		509. Escrow	
210. Adjustments for items unpaid by seller		510. Adjustments for items unpaid by seller	
211. City/County taxes 10/01/06 to 02/23/07		511. City/County taxes 10/01/06 to 02/23/07	
212. County taxes		512. County taxes	
213. Assessments		513. Assessments	
214. Water Bill and Sewer Bill		514. Water Bill and Sewer Bill	
215. Water Bill and Sewer Bill		515. Water Bill and Sewer Bill	
216. Water Bill and Sewer Bill		516. Water Bill and Sewer Bill	
217. Water Bill and Sewer Bill		517. Water Bill and Sewer Bill	
218. Water Bill and Sewer Bill		518. Water Bill and Sewer Bill	
219. Water Bill and Sewer Bill		519. Water Bill and Sewer Bill	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/bor/borrower (line 220)		602. Less reduction amount due seller (line 520)	
303. CASH FROM BORROWER		603. CASH TO SELLER	

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained herein is reported tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, you are required to file a return. If you are required to file a return, you are required to file a return. If you are required to file a return, you are required to file a return.

SELLER(S) SIGNATURE(S)  
SELLER(S) NEW MAILING ADDRESS  
SELLER(S) PHONE NUMBER



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

NATIONSTAR MORTGAGE LLC,	)	
	)	
Opposer,	)	
	)	
v.	)	Opposition No. 91177036
	)	
MUJAHID AHMAD,	)	
	)	
Applicant.	)	
	)	

**APPLICANT'S RESPONSES TO OPPOSER'S  
FIRST SET OF INTERROGATORIES**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and Rule 2.120 of the Trademark Rules of Practice, Applicant Mujahid Ahmed ("Applicant"), responds and objects to the First Set of Interrogatories (the "Interrogatories") served by Opposer, Nationstar Mortgage LLC, dated July 23, 2007, as follows.

Applicant makes the objections and responses herein (collectively, the "Responses") based solely on its current knowledge, understanding, and belief as to the facts and the information available to it as of the date of the Responses. The Responses are given without prejudice to Applicant's right to produce subsequently discovered information and to introduce such subsequently discovered information at the time of any trial in this action.

Applicant does not waive any objection made in these Responses. Applicant does not waive any claim of privilege, whether expressly asserted or not, by providing any information or identifying any document or thing in response to the Interrogatories. The inadvertent disclosure of such information or the inadvertent identification or production of any document shall not

constitute a waiver of any applicable privilege as to that document or any other document identified or produced by Applicant.

### **GENERAL OBJECTIONS**

The following General Objections apply to, and are incorporated by reference in, the Response to each and every Interrogatory. In addition to these General Objections, Applicant has stated specific objections to Interrogatories where appropriate, including objections that are not generally applicable to all Interrogatories. Applicant's specific objections to any of the Interrogatories do not preclude, supersede, or withdraw any of the general Objections to that Interrogatory.

Applicant objects to the Interrogatories to the extent that they call for information protected by: (i) the attorney-client privilege; (ii) the work-product doctrine; or (iii) any other privilege, immunity, or protection afforded by state or federal law. Applicant will provide only responsive information that is not subject to any such privilege or protection.

Fed. R. Civ. P. 26(b)(1) and the Trademark Rules preclude discovery beyond matters relevant to the claims or defenses of the parties. Accordingly, Applicant objects to the Interrogatories to the extent that they are overbroad and unduly burdensome and seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Applicant objects to the Interrogatories to the extent that they seek information that is a matter of public record or is equally available or readily ascertainable by Opposer from some other source.

Applicant objects to the Interrogatories to the extent that they call for information that is not known by or reasonably available to Applicant.

Applicant objects to each Interrogatory to the extent that they purport to impose obligations on Applicant beyond those imposed by the Federal Rule of Civil Procedure and the Trademark Rules.

Applicant objects to each Interrogatory to the extent that it is vague, ambiguous, overbroad, unduly burdensome, and/or fails to reasonably identify the information sought, or prematurely calls for a legal conclusion.

Applicant reserves the right to assert additional and further objections to the Interrogatories to the extent that Applicant's production of documents or information in this action reveals that such additional and further objections are appropriate.

In responding to the Interrogatories, Applicant does not concede that any of the information sought or provided is relevant, material, admissible in evidence, or reasonably calculated to lead to the discovery of admissible evidence.

## **INTERROGATORY RESPONSES**

### **INTERROGATORY NO. 1:**

With respect to Applicant, identify each person employed by and/or in business with Applicant and each of said entities holding the following positions or titles (or their equivalent, if different titles are used):

- A. President;
- B. Owners;
- C. Partners (of any type);
- D. Investors;
- E. Mortgage Brokers;
- F. Sales Brokers;
- G. Real Estate Brokers; and
- H. Realtors.

### **RESPONSE TO INTERROGATORY NO. 1:**

- A. President: Mujahid Ahmad  
2001 North Daniel St.

Apartment #101  
Arlington, VA 22201

- B. Owners: Mujahid Ahmad
- C. Partners (of any type): n/a
- D. Investors: n/a
- E. Mortgage Brokers: Mujahid Ahmad
- F. Sales Brokers: Mujahid Ahmad
- G. Real Estate Brokers: n/a
- H. Realtors: Mujahid Ahmad

**INTERROGATORY NO. 2:**

Set forth fully all facts, circumstances, dates and events concerning the origination, development, selection, and adoption, including but not limited to the persons involved therein, of Applicant's Mark.

**RESPONSE TO INTERROGATORY NO. 2:**

Applicant objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome as it requests "all facts, circumstances, dates and events" and on the ground that it is vague and incapable of precise determination to the extent it requests information on the "origination" and "development" of Applicant's Mark.

Subject to and without waiving the foregoing objections, during or before December 2004, Applicant personally searched the Network Solutions website for available domain names. Applicant personally entered his own ideas for domain names, all of which were not available. The Network Solutions website provided "Recommended Available Domain Names," two of which were nationstarmortgage.com and nationstarmortgate.net. Based upon this, Applicant chose the mark NATIONSTAR and the tradename Nationstar Mortgage and began to advertise and promote Applicant's Services under this mark and tradename. No other

persons were involved in the origination, development, selection or adoption of the NATIONSTAR mark.

**INTERROGATORY NO. 3:**

Set forth fully all facts, circumstances and events concerning the first use in the United States, including but not limited to the persons involved therein, of Applicant's Mark for Applicant's Services as well as for any other product or service in connection with which Applicant has used and/or intends to use any or all of Applicant's Mark.

**RESPONSE TO INTERROGATORY NO. 3:**

Applicant objects to this Interrogatory on the grounds that it is vague and unclear as to the facts it seeks. Subject to and without waiving the foregoing objections, during or before December 2004, Applicant personally began to use the mark NATIONSTAR to advertise and promote Applicant's Services. Applicant sent written correspondence to potential clients, distributed and posted flyers and business cards and verbally promoted Applicant's Services under the NATIONSTAR mark. In response to Applicant's promotion and advertising under the NATIONSTAR mark, Applicant assisted clients in all aspects of the purchase of real estate and obtaining loans and related insurance. For example, in February 2005, Applicant assisted Abid Hussain in purchasing a home located at 7724 Camp Alger Ave., Falls Church, VA 22042. Working with a licensed real estate broker and mortgage broker, Applicant served as Mr. Hussain's real estate agent, prescreened and prequalified his financial situation, assisted him in securing a mortgage loan with World Savings through SAI Mortgage, Inc., and assisted and advised him in obtaining title and hazard insurance. The settlement for this sale was completed on March 24, 2005. Applicant has continued to advise and consult with Mr. Abid and has performed comparative market analysis for his current residence and investment property.

**INTERROGATORY NO. 4:**

Identify and describe each distinct product and service that is being, has been, or is intended to be marketed, offered, shipped, sold, or rendered in connection with any or all of Applicant's Mark.

**RESPONSE TO INTERROGATORY NO. 4:**

Applicant objects to this Interrogatory on the ground that it is not relevant or reasonably calculated to lead to the discovery of admissible evidence to the extent it requests information on products and services "intended" to be sold or marketed.

Subject to and without waiving the foregoing objections, Applicant provides and will provide services related to the real estate industry in connection with his mark NATIONSTAR. Such services include consulting, advising and assisting with the purchase and sale of real estate, securing mortgage loans, refinancing loans, and managing rental property.

**INTERROGATORY NO. 5:**

Identify all current and former licensees of Applicant concerning Applicant's Mark, and for each specify the products and/or services in connection with which the licensee was granted the right to use Applicant's Mark.

**RESPONSE TO INTERROGATORY NO. 5:**

1. Mortgage Broker License (VA)
2. Mortgage Broker License (MD)
3. Mortgage Broker License (DC)
4. Real Estate License (VA)
5. Real Estate License (MD)
6. Real Estate License (DC)

**INTERROGATORY NO. 6:**

State the total volume of annual sales (in units and equivalent dollar value) of all of Applicant's Services from the claimed date of first use to the present.

**RESPONSE TO INTERROGATORY NO. 6:**

Between January and December 2005, Applicant served as the real estate agent and otherwise assisted and advised with the sale of approximately \$4,164,900 worth of real estate. Such sales resulted in payment of \$72,433.37 to Applicant. Between January and December 2006, Applicant served as the real estate agent and otherwise assisted and advised with the sale of approximately \$872,000 worth of real estate. Such sales resulted in payment of \$22,928 to Applicant. Between January 2007 and the present, Applicant served as the real estate agent and otherwise assisted and advised with the sale of approximately \$1,050,000 worth of real estate.

**INTERROGATORY NO. 7:**

Describe the manner and extent of past, current and intended advertising, promoting, and offering for sale of each of Applicant's Services in association with Applicant's Mark, including but not limited to the media used and the class(es) of customers to whom advertising and promotional materials are or will be directed.

**RESPONSE TO INTERROGATORY NO. 7:**

Applicant objects to this Interrogatory on the ground that it is irrelevant and unlikely to lead to the discovery of admissible evidence to the extent it requests information about "intended advertising" and classes of customers to whom advertising and promotions "will be directed." Applicant further objects to this Request on the ground that it is vague as it requests information on "class(es)" of customers.

Subject to and without waiving the foregoing objections, advertising and promotion are conducted through word of mouth, referrals, written communications to potential clients, flyers, business cards and Applicant's website. Applicant's advertising and promotional materials are directed to everyone interested in real estate services in Virginia, Maryland and Washington, DC.

**INTERROGATORY NO. 8:**

Identify all advertising agencies, public relations firms, and other businesses or persons whom Applicant has at any time employed, hired or retained in connection with the advertising and/or promotion of Applicant's Services associated with Applicant's Mark.

**RESPONSE TO INTERROGATORY NO. 8:**

Applicant has not employed, hired or retained any advertising agencies, public relation firms or other business or persons.

**INTERROGATORY NO. 9:**

Specify, by year as well as by location, the dollar amounts spent by Applicant to advertise and promote Applicant's Services associated with Applicant's Mark.

**RESPONSE TO INTERROGATORY 9:**

In 2005, Applicant spent approximately \$280 printing business cards bearing the NATIONSTAR mark to promote Applicant's Services. In addition, between December 2004 and the present, Applicant has spent approximately \$50 copying flyers bearing the NATIONSTAR mark to promote Applicant's Services. Applicant spent \$149.94 to register the domain names [www.nationstarmortgage.com](http://www.nationstarmortgage.com) and [www.nationstarmortgage.net](http://www.nationstarmortgage.net) for a three year term. All other promotional work was conducted by Applicant personally and cannot accurately be valued in dollar amounts.

**INTERROGATORY NO. 10:**

A. Describe all the trade channels, including but not limited to licensees, franchisors, and retail outlets, and, if applicable, the departments therein, in which each of Applicant's Services are or have been offered, marketed, sold and/or rendered in association with Applicant's Mark.

B. Indicate the geographical areas, by individual state, in which Applicant's Services are or have been offered and sold and the dates of such sales.

**RESPONSE TO INTERROGATORY NO. 10:**

A. Applicant's services have been advertised and promoted generally to everyone interested in real estate services in Virginia, Maryland and Washington, D.C.

B. Applicant's Services have been advertised and promoted in Virginia, Maryland and Washington, D.C. Applicant has continuously provided Applicant's Services, including consulting and advising under the NATIONSTAR mark since December 2004 to the present in Virginia, Maryland and Washington, D.C. Settlements resulting from Applicant's Services were completed on March 24, 2005, February 10, 2005, April 7, 2005, April 11, 2005, July 12, 2005, July 25, 2005, August 9, 2005, August 15, 2005, September 27, 2005, August 16, 2006, September 15, 2006 and February 23, 2007.

**INTERROGATORY NO. 11:**

Identify and describe the class(es) of purchasers, users, and ultimate customers to whom each of Applicant's Services are promoted, sold and distributed in association with Applicant's Mark.

**RESPONSE TO INTERROGATORY NO. 11:**

Applicant objects to this Interrogatory on the ground that it is vague as it asks for "class(es)" of purchasers, users and "ultimate" customers.

Subject to and without waiving the foregoing objections, Applicant has promoted and sold his services to individuals interested in real estate services in Virginia, Maryland and Washington, D.C.

**INTERROGATORY NO. 12:**

Identify all present, former and prospective sales representatives, agents, associates, and licenses of Applicant's Services offered in connection with Applicant's Mark.

**RESPONSE TO INTERROGATORY NO. 12:**

Applicant objects to this Interrogatory on the ground that it is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks information concerning "prospective sales."

Subject to and without waiving the foregoing objections, there are no other present, former or known prospective sales representatives, agents, associates or licensees of Applicant's services offered in connection with Applicant's Mark other than the Applicant.

**INTERROGATORY NO. 13:**

Describe Applicant's current or former business relationship with and knowledge of each of the following persons and entities: First American Real Estate, Metropolitan Regional Information Systems, Inc., National Association of Mortgage Brokers, National Association of Realtors, or any of their current or former employees or contractors.

**RESPONSE TO INTERROGATORY NO. 13:**

Applicant worked for First American Real Estate as an independent contractor. Applicant is a member of the Metropolitan Regional Information Systems, Inc. and the National Association of Realtors. Applicant has knowledge of but no relationship with the National Association of Mortgage Brokers.

**INTERROGATORY NO. 14:**

Identify all litigation, arbitration, United States Patent and Trademark Office proceedings, or other adversary proceedings involving the Applicant, whether past or present, concerning Applicant's Mark or Applicant's ownership, title, right to use or right to register Applicant's Mark in the United States.

**RESPONSE TO INTERROGATORY NO. 14:**

Applicant objects to this Interrogatory on the ground that it is not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, Applicant is not aware of any litigation, arbitration, United States Patent and Trademark office proceeding, or other adversary proceeding, other than this proceeding, concerning Applicant's Mark or Applicant's ownership, title, right to use or right to register Applicant's Mark in the United States.

**INTERROGATORY NO. 15:**

Identify each person or entity against which Applicant has asserted a claim or which has asserted a claim against Applicant pertaining in any way to Applicant's Mark and identify the mark or name used by that person or entity, and the goods, services or business in connection with which the mark or name was used. For purposes of this Interrogatory, a claim shall be defined as a demand that a person or entity cease its use, or modify its use, or a mark or name alleged to be confusingly similar to Applicant's Mark in the United States, and which has not resulted in litigation or other adversary proceeding.

**RESPONSE TO INTERROGATORY NO. 15:**

Applicant has not asserted a claim and a claim has not been asserted against Applicant pertaining in any way to Applicant's Mark, other than the proceeding at issue.

**INTERROGATORY NO. 16:**

If Applicant has ever received an opinion concerning its right to adopt, use or register Applicant's Mark in the United States, or to prevent third parties from adopting, using or registering in the United States any name or mark alleged to be confusingly similar to Applicant's Mark identify:

- A. All persons with knowledge of facts connected therewith, describing their respective areas of knowledge; and
- B. All third parties and/or names referred to or involved therein.

**RESPONSE TO INTERROGATORY NO. 16:**

Applicant has never received an opinion concerning its rights to adopt, use or register Applicant's Mark in the United States, or to prevent third parties from adopting, using or registering in the United States any name or mark alleged to be confusingly similar to Applicant's Mark.

**INTERROGATORY NO. 17:**

If Applicant has contacted, been contacted by, spoken with or otherwise communicated with any third parties concerning the subject matter of this proceeding, identify said third parties and describe the nature of same communications.

**RESPONSE TO INTERROGATORY NO. 17:**

Applicant has only contacted and spoken with his attorneys regarding this proceeding. Such discussions are subject to attorney-client privilege.

**INTERROGATORY NO. 18:**

State all facts and identify all documents and tangible things which support Applicant's denial of any of the allegations of the Notice of Opposition.

**RESPONSE TO INTERROGATORY NO. 18:**

Applicant objects to this Interrogatory to the extent that it requests information that is publicly available and as easily accessible to Opposer as it is to Applicant.

Subject to and without waiving the foregoing objections, as described herein, Applicant began advertising and promoting Applicant's Services under the mark NATIONSTAR and provided Applicant's Services prior to April 4, 2005. Applicant is producing in response to Opposer's First Set of Document Requests, documents to support this claim, including copies of letters to potential customers, copies of flyers and business cards and documents reflecting real estate sales for which Applicant services as the real estate agent. In addition, Applicant is producing copies of all relevant licenses evidencing that he is currently a licensed real estate agent and mortgage broker. All other relevant facts and documents are a matter of public record.

**INTERROGATORY NO. 19:**

State all facts and identify all documents and tangible things which support Applicant's Answer and Applicant's stated Affirmative Defenses within its Answer.

**RESPONSE TO INTERROGATORY NO. 19:**

Applicant objects to this Interrogatory to the extent that it requests information that is publicly available and as easily accessible to Opposer as it is to Applicant.

Subject to and without waiving the foregoing objections, all relevant facts are stated hereto or are a matter of public record. All relevant documents have been produced in response to Opposer's First Set of Document Requests or are a matter of public record.

**INTERROGATORY NO. 20:**

Describe when and how Applicant first became aware of Opposer, Opposer's NATIONSTAR MORTGAGE Marks, and/or the services offered by Opposer.

**RESPONSE TO INTERROGATORY NO. 20:**

Applicant first became aware of Opposer and Opposer's Marks and Opposer's Services upon receipt of the Notice of Opposition for this proceeding.

**INTERROGATORY NO. 21:**

Identify and describe each of the services offered by Applicant under Applicant's Mark from Applicant's claimed date of first use through the present.

**RESPONSE TO INTERROGATORY NO. 21:**

Applicant objects to this Interrogatory on the ground that it is duplicative of Interrogatory No. 4.

Subject to and without waiving the foregoing objections, Applicant consulted with and advised clients in every aspect of the real estate industry. Each specific service cannot be identified. Many of these services take place over a long period of time.

In February 2005, Applicant assisted Abid Hussain purchase a home located at 7724 Camp Alger Ave., Falls Church, VA 22042. Working with a licensed real estate broker and mortgage broker, Applicant served as Mr. Hussain's real estate agent, prescreened and

prequalified his financial situation, assisted him in securing a mortgage loan with World Savings through SAI Mortgage, Inc., and assisted and advised him in obtaining title and hazard insurance. The settlement for this sale was completed on March 24, 2005. Applicant has continued to advise and consult with Mr. Abid and has performed comparative market analysis for his current residence and investment property.

In June 2005, Applicant listed for sale the house of Mr. Zulkihar Sharieff and the property was sold on August 15, 2005. The property is located at 7220 Roosevelt Ave., Falls Church, VA 22042. Applicant advised Mr. Sharieff regarding home repairs and hiring of contractors. After that time, Applicant performed comparative market analysis for Mr. Sharieff and his family members and showed them multiple residential and commercial properties.

In June 2005, Applicant performed multiple market analyses for Mr. Abdul Haq and advised him regarding the home buying process. Applicant showed Mr. Haq multiple homes and prequalified him for a loan.

Applicant assisted and advised Mr. Ikram U. Danish with the refinancing of his home in June 2005. Applicant assisted and advised Mr. Danish with obtaining title and hazard insurance. Applicant continues to manage his property and consult regarding the hiring of contractors.

Applicant assisted and advised Mr. Shafiq Ahmad with the purchase of a home in July and August 2005. The property address is 6518 Sharps Drive, Centreville, VA 20121. Applicant performed multiple comparative market analysis and assisted and advised Mr. Ahmad in obtaining a mortgage and title and hazard insurance. Applicant continues to advise Mr. Ahmad regarding the hiring of contractors.

In November 2005, Applicant performed comparative market analysis for Ms. Marina Leon (of Brentwood, Maryland) and advised her regarding the home selling and buying process as well as her mortgage options. Applicant showed Ms. Leon multiple homes.

In February 2006, Applicant assisted and advised Mr. Samer Ramadan of Washington, D.C. in finding rental properties, including performing comparative market analysis for residential and commercial properties in Washington, D.C.

In March 2006, Applicant assisted and advised Mr. Ahmed U. Sayed in finding residential and commercial properties.

In March 2006, Applicant assisted and advised Mr. Muhammed Shoaib Shah of North Potomac, Maryland with finding residential and commercial properties.

In August and September 2006, Applicant assisted and advised Mr. Hameed Khan with the purchase of a residential property. The property is located at 7402 Ellwood Place, Springfield, Virginia 22150. Applicant assisted and advised Mr. Khan in obtaining a mortgage loan and hazard insurance. Applicant advised Mr. Khan in hiring contractors for his property.

Applicant assisted Pak-American Corporation to buy a commercial warehouse building. The property is located at 2800 10<sup>th</sup> Street, N.W., Washington, D.C. 20017. Applicant assisted and advised Pak-American in obtaining a mortgage loan, commercial hazard insurance, title insurance and property insurance. The settlement for this sale took place on February 23, 2007.

**INTERROGATORY NO. 22:**

Identify all other entities that have provided, are providing or that Applicant believes may provide in the future, Applicant's Services.

**RESPONSE TO INTERROGATORY NO. 22:**

Applicant objects to this Interrogatory on the grounds that it is vague and unclear as to the information it seeks. Applicant is not aware of any other entity that has or will provide Applicant's Services under Applicant's NATIONSTAR mark.

**INTERROGATORY NO. 23:**

State the bases for Applicant's following statements made in the application document and subsequent documents that Applicant filed with the U.S. Patent and Trademark Office to register Applicant's Mark:

A. "Applicant is using the mark [NATIONSTAR] in commerce on or in connection with the above-identified goods/services" (statement in the initial application);

B. "...he/she believes applicant to be entitled to use such mark [NATIONSTAR] in commerce..." (initial application);

C. "...to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the above identified [NATIONSTAR] mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive..." (initial application);

D. "...[Mr. Ahmad] believes [himself] to be the owner of [Applicant's NATIONSTAR Mark] sought to be registered..." (initial application);

E. "The substitute specimens were in use in commerce at least as early as the filing date of the application." (in the declaration dated October 16, 2006);

F. "The mark was first used at least as early as April 4, 2005 and first used in commerce as least as early as April 4, 2005, and is now in such use in such commerce." (in the Application filed with signed declaration dated April 20, 2006).

**RESPONSE TO INTERROGATORY NO. 23:**

A. Applicant advertised and promoted Applicant's Services under the NATIONSTAR mark and provided Applicant's Services prior to the filing date of Applicant's application as described hereto.

B. Applicant was not and is not aware of any reason he is not entitled to use Applicant's NATIONSTAR mark.

C. Applicant was not and is not aware of any person or entity with prior rights in Application's NATIONSTAR mark.

D. Based upon Applicant's use of the NATIONSTAR mark and the fact that no one else had prior right in the name mark or confusingly similar mark, Applicant believed himself to be the owner of Applicant's NATIONSTAR Mark.

E. The substitute specimens were examples of flyers and business cards posted and distributed before the filing date of the application.

F. Applicant advertised and provided Applicant's Services prior to April 4, 2005 under Applicant's NATIONSTAR Mark.

**INTERROGATORY NO. 24:**

Since the claimed date of first use of Applicant's Mark to the present, describe Applicant's involvement with the business development of Applicant's Services offered by Applicant under Applicant's Mark.

**RESPONSE TO INTERROGATORY NO. 24:**

Applicant objects to this Interrogatory on the grounds that it is vague and unclear. Applicant is solely responsible for the business development of Applicant's Services offer by Applicant under Applicant's Mark.

**INTERROGATORY NO. 25:**

Since the claimed date of first use of Applicant's Marks to the present, describe the process by which Applicant completes sales of Applicant's Services offered by Applicant under any or all of Applicant's Marks.

**RESPONSE TO INTERROGATORY NO. 25:**

Applicant objects to this Interrogatory on the grounds that it is vague and unclear and duplicative of Interrogatory No. 21. The process by which Applicant completed sales depends upon what services are at issue. In addition, Applicant provides many services related to the real estate industry for which a "completed sale" does not take place. In general, potential clients would contact Applicant in response to his advertising under the NATIONSTAR mark and seek his advice regarding the sale or purchase of real estate and/or the acquisition of a mortgage loan. Applicant, as a licensed real estate agent, would perform comparative market analysis and show properties to his clients. He would explain and advise clients regarding the sale process. Applicant would work with First American Real Estate, Inc., a licensed real estate broker to complete these transactions. As a loan officer and a mortgage broker, Applicant would advise them about their loan options and assist them to find the best mortgage loan to meet their needs. Applicant would also assist his client's in obtaining hazard and title insurance. Applicant also would advise and assist client's regarding managing property and making renovations and improvements.

**INTERROGATORY NO. 26:**

Identify all periods of non-use of each of Applicant's Marks, including the length of each period and the reasons therefore. For purposes of this Interrogatory, "non-use" shall refer to the absence of sales in the normal course of trade to *bona fide* customers of Applicant's Services in connection with Applicant's Marks.

**RESPONSE TO INTERROGATORY NO. 26:**

Since Applicant's date of first use, there have been no periods of non-use of Applicant's Mark. Applicant has continuously promoted and provided Applicant's Services.

**INTERROGATORY NO. 27:**

Describe the extent and nature of advertising of Applicant's services under any and all of Applicant's Marks.

**RESPONSE TO INTERROGATORY NO. 27:**

Applicant objects to this Interrogatory on the ground that it is duplicative of Interrogatory No. 7.

Subject to and without waiving the foregoing objections, Applicant advertises Applicant's Services under Applicant's Mark through word of mouth, referrals, written communications to potential clients, printed flyers, business cards and his website.

**INTERROGATORY NO. 28:**

Identify all information regarding Applicant's application for and registration of the domain names www.nationstrarmortgage.com and www.nationstarmortgage.net.

**RESPONSE TO INTERROGATORY NO. 28:**

Applicant personally registered the domain names www.nationstarmortgage.com and www.nationstarmortgage.net on April 4, 2005 using Network Solutions' on-line registration process.

**INTERROGATORY NO. 29:**

Concerning each document or tangible thing otherwise responsive to any interrogatory or document request which has been lost or destroyed since its preparation or receipt, identify for each document or tangible thing the following:

- A. The interrogatory or request to which it would be responsive;
- B. The circumstances whereby the document or tangible thing was lost or destroyed; and
- C. The identity of all persons having knowledge of such loss or destruction.

**RESPONSE TO INTERROGATORY NO. 29:**

Applicant is not aware of any document or tangible thing otherwise responsive to any interrogatory or document request which has been lost or destroyed since its preparation or receipt.

**INTERROGATORY NO. 30:**

Identify all persons who prepared, assisted in the preparation of or provided information or documents for the answers to Opposer's interrogatories, indicating for each such person, each separate answer which he or she prepared, assisted in the preparation of or otherwise provided the information for.

**RESPONSE TO INTERROGATORY NO. 30:**

The Answers to Opposer's interrogatories were prepared by Applicant with the assistance and consultation of his attorneys.

As to the objections and legal contentions:

**STEPTOE & JOHNSON LLP**

By: Rachel M. Marmer

Stephanie Morris Carmody

Rachel M. Marmer

1330 Connecticut Avenue, N.W.

Washington, DC 20036-1795

(202) 429-8135

*Attorneys for Applicant, Mujahid Ahmad*

Dated: August 24, 2007

**VERIFICATION**

I, Mujahid Ahmad, am the Applicant in this Opposition proceeding. I have read APPLICANT'S RESPONSES TO OPPOSER'S FIRST SET OF INTERROGATORIES ("Responses"). The answers set forth in the Responses are true to the best of my knowledge and belief.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Verification was executed on \_\_\_\_\_, 2007.

\_\_\_\_\_  
Mujahid Ahmad

**CERTIFICATE OF SERVICE**

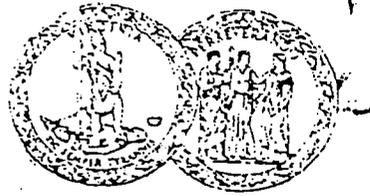
I hereby certify that a true copy of the foregoing APPLICANT'S RESPONSES TO OPPOSER'S FIRST SET OF INTERROGATORIES was served this 24th day of August, 2007 by first-class mail, postage prepaid, on:

Bryce J. Maynard  
BUCHANAN INGERSOLL & ROONEY, PC  
1737 King Street  
Alexandria, VA 22314-2727  
Telephone: 703-836-6620  
Facsimile: 703-836-2021

Rachel M. Marmor



COMMONWEALTH OF VIRGINIA



STATE CORPORATION COMMISSION  
BUREAU OF FINANCIAL INSTITUTIONS

LICENSE NO. MB-3578

THIS IS TO CERTIFY THAT:

NATIONSTAR MORTGAGE, INC.

having met the requirements of law, is authorized to engage in business as a mortgage broker under the provisions of Chapter 16 of Title 6.1 of the Code of Virginia, at or in:

2001 N. Daniel Street, Suite 102, Arlington, Virginia 22201

IN WITNESS WHEREOF, *I have set my hand this* twenty-fourth  
*day of* October , 2006 , *at Richmond, Virginia.*

E. J. Face, Jr. *Commissioner of Financial Institutions*

**THIS LICENSE IS NOT TRANSFERABLE OR ASSIGNABLE**  
This license is to be displayed conspicuously where business is transacted

Martin O'Malley  
Governor  
Anthony G. Brown  
Lt. Governor  
Thomas F. Perez  
Secretary

LICENSE, REGISTRATION, OR CERTIFICATION

*State of Maryland*

DEPARTMENT OF LABOR, LICENSING AND REGULATION  
COMMISSIONER OF FINANCIAL REGULATION

CERTIFIES THAT

LEGAL NAME: NATIONSTAR MORTGAGE, INC.

D/B/A:

2001 NORTH DANIEL STREET, # 102

ARLINGTON

VA 22201

IS AN AUTHORIZED MORTGAGE LENDERS

LIC. REG. CERT. NO.	EXPIRATION DATE	EFFECTIVE DATE	CATEGORY
16867	02-28-2009	02-28-2007	06

3517377

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

LICENSE, REGISTRATION, OR CERTIFICATION

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3,517,377

SAVE THIS PORTION OF CARD AND USE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGES. BOARD MUST BE NOTIFIED OF THESE CHANGES IMMEDIATELY.

COMMISSIONER OF FINANCIAL REGUL  
500 N. CALVERT STREET, ROOM 402  
BALTIMORE, MD. 21202-3651

04 06 16867

NATIONSTAR MORTGAGE, INC.

2001 NORTH DANIEL STREET, # 102

ARLINGTON

VA 22201

STATE OF MARYLAND  
DEPARTMENT OF LABOR, LICENSING AND REGULATION  
COMMISSIONER OF  
FINANCIAL REGULATION

CERTIFIES THAT

NATIONSTAR MORTGAGE, INC.

IS AN AUTHORIZED

MORTGAGE LENDERS

LIC. REG. CERT. NO.	EXPIRATION DATE	EFFECTIVE DATE	CATEGORY
16867	02-28-2009	02-28-2007	06

LICENSE, REGISTRATION, OR CERTIFICATION 3517377

Martin O'Malley  
Governor

Anthony G. Brown  
Lt. Governor

Government of the District of Columbia  
Department of Insurance, Securities and Banking  
Banking Bureau  
810 1st Street, NE Suite 701  
Washington, DC 20002  
(202) 727-8000

The Law Requires This License To Be Posted At All Times

License Type: Mortgage Broker License

License Number: MLB 6453

Category: Broker

Date Issued: 03/16/2007

Customer ID Number: 6453

Valid for the Period:  
3/16/07 through 6/30/08

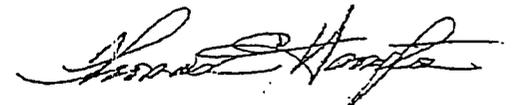
Company Name  
NationStar Mortgage, Inc.

Doing Business As

It is a violation of DC Law 2-38 ("Human Rights Act") to discriminate in the provision of any services to the public based upon race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, physical handicap, source of income, and place of residence of business. Failure or refusal to comply with the above shall be a proper basis for the revocation or suspension of this license.

Address  
2001 North Daniel Street, #102

City	State	Postal Code
Arlington	VA	22201



Thomas E. Hampton, Commissioner

To Report Waste, Fraud, or Abuse by any D.C. Government Office or Official, Call the D.C. Inspector General at 1-800-521-1639

APP0033



# Commonwealth of Virginia



## State Corporation Commission

*I Certify the Following from the Records of the Commission:*

NATIONSTAR MORTGAGE, INC. is a corporation existing under and by virtue of the laws of Virginia, and is in good standing.

The date of incorporation is May 19, 2006.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:  
January 29, 2007*

*Joel H. Peck*  
Joel H. Peck, Clerk of the Commission

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, May 19, 2006*

*This is to certify that the certificate of incorporation of*

**NATIONSTAR MORTGAGE, INC.**

*was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business.  
Effective date: May 19, 2006*



*State Corporation Commission*

*Attest:*

*Joel H. Peck*  
Clerk of the Commission





6. I declare under penalty of perjury that the foregoing is true and correct.

By: William A. Hall

Dated: 2/29/08

Subscribed and sworn to before me

this 29<sup>th</sup> day of February, 2008.

Ray Guinn  
Notary Public  
My Commission Expires:

**RAY GUINN**  
Notary Public  
Commonwealth of Virginia  
My Commission Expires Jul 31, 2008  
Registration # 295447





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NO PHOTO AVAILABLE

Mujahid is a Falls Church, Virginia Real Estate Agent who is licensed in the State of Virginia and works out of the First American Real Estate Office in Falls Church, VA. Currently Mujahid has not left a welcome message or submitted a photo, so please feel free to leave a review of Mujahid or email [Mujahid Ahmad](#) to ask them to sign up and update their profile. [Mujahid, signup to edit your profile.](#)

**Mujahid Ahmad**  
First American Real Estate  
Falls Church, VA 22043-2403  
Phone: 703-506-1003

Contact | Google Search

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Falls Church - Add more cities

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**DIAR KALINOS:**

<b>Overall:</b>	★★★★★
<b>Knowledge:</b>	★★★★★
<b>Courtesy:</b>	★★★★★
<b>Communication:</b>	★★★★★
<b>Websites:</b>	★★★★★
<b>Effectiveness:</b>	★★★★★

- |                                     |  |                                    |
|-------------------------------------|--|------------------------------------|
| <a href="#">Kim N Ngo</a>           | <a href="#">Hoa K Luu</a>                | <a href="#">Quang X Ha</a>         |
| <a href="#">Michael C Mc Ginnis</a> | <a href="#">Nadeem H Malik</a>           | <a href="#">Lien T Pham</a>        |
| <a href="#">Yajaira Arreaza</a>     | <a href="#">Giovanni H Hernandez</a>     | <a href="#">Silvia L Soria</a>     |
| <a href="#">John F Thompson Jr</a>  | <a href="#">Patricio A Cantos</a>        | <a href="#">Olivia E Canela</a>    |
| <a href="#">Michelle M Miller</a>   | <a href="#">My Trinh Huynh</a>           | <a href="#">Usman M Yousaf</a>     |
| <a href="#">Wayne R Welch</a>       | <a href="#">Juliette S Ghabbour</a>      | <a href="#">Tuyet Ngoc T Bui</a>   |
| <a href="#">Huy N Nguyen</a>        | <a href="#">Carolina Lopez Dussan</a>    | <a href="#">Truc N Tran</a>        |
| <a href="#">Hien Q Nguyen</a>       | <a href="#">Arsalan Ahmadian Chashmi</a> | <a href="#">Phuong T Nham</a>      |
| <a href="#">Alasgar Farhadov</a>    | <a href="#">Atanis Kadjemse</a>          | <a href="#">Trieu Nghi N Hoang</a> |
| <a href="#">Diemchi N Le</a>        | <a href="#">Diego Rodriguez</a>          | <a href="#">Sannah Khan</a>        |

Mujahid...edit your profile



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**Diane M Carrone**

**Virginia Beach, VA**

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# real-estate-agent-lists.com

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## Realtor Search

### Databases

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### Testimonials

We are extremely satisfied with the quality of the real estate agent list we purchased from you.

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### Realtor Details

#### Mujahid Ahmad

##### Contact Info

7777 Leesburg Pike Ste 403N  
 Falls Church, VA 22043-2403

Office Phone: 703-506-1003  
 Office Fax: 703-506-0630

Email 1: [makrealtor@yahoo.com](mailto:makrealtor@yahoo.com)

Office: First American Real Estate

- ◆◆◆ **Complete US Realtor Database**  
 Includes all 1,404,718 real estate agents (all fields, including address, phone number(s), fax number(s), and email(s)) in Microsoft Access, Excel CSV, or Tab-Delimited Text formats  
[more details...](#)
- ◆◆◆ **Virginia Realtor Database**  
 36824 Virginia realtors. 36824 with office address, 2964 with licensing information (broker/sales, original license date), 36771 with office phone, 33816 with office fax, 2579 with direct phone, 1178 with direct fax, 6800 with cell phone, 6430 with toll free, 779 with voicemail, 14 with pager, 31086 with email, 6580 with 2 or more emails. (Excel CSV Format)  
[more details...](#)
- ◆◆◆ **Washington, DC-MD-VA-WV Metro Area Realtor Database**  
 35609 realtors in the Washington, DC MD VA WV metro area. 35609 with office address, 2 with registered license address, 2 with licensing information (broker/sales, license number, original and expiration dates), 35582 with office phone, 32403 with office fax, 3207 with direct phone, 1134 with direct fax, 8415 with cell phone, 8555 with toll free, 1082 with voicemail, 16 with pager, 28853 with email, 7186 with 2 or more emails. (Excel CSV Format)  
[more details...](#)

◆◆◆ **Washington, DC-MD-VA-WV Metro Area Realtor Email Database**  
28853 realtors in the Washington, DC MD VA WV metro area with email addresses (7186 with 2 or more). Includes name, city, state, zip, county, MSA and all email addresses. (Excel CSV Format)  
more details...

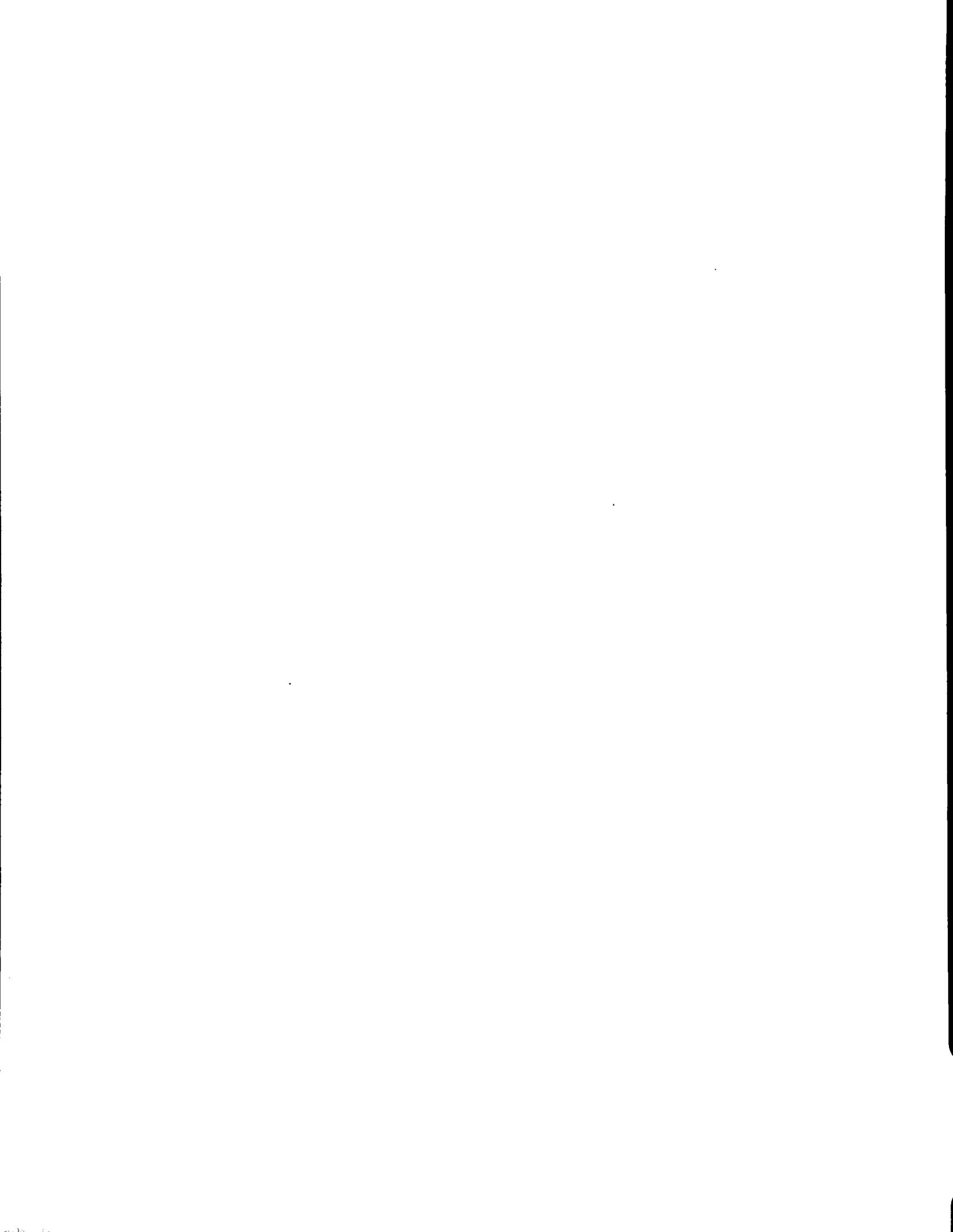
◆◆◆ **Customized US Realtor Database**  
Create, purchase, and download your own customized realtor database based on Geography, Agency, and more.

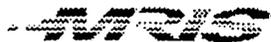
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Zichron Internet Marketing LLC

15105-D John J. Delaney Drive  
Charlotte, NC 28277

Phc  
f





### Step 2 (Adjust for any shared sales, if Any):

Enter the percent of volume you are to receive credit for in the box provided, then press the Generate Report button to continue.

If you received 33 1/3% of a \$100,000 sale then enter 33.3 in the box for that listing. (Percentage will be calculated on the next page, do NOT enter the number as a percent (i.e. .0333))

If a listing is not to be counted enter "0".

Report Type: **(Both Listing and Selling Sides)**

For: **Mujahid Ahmad (106327)**

Listings Found: **9**. For the Period **01/01/2005 TO 12/31/2005**

List Num	Address	City, State	LA Name	Alt LA Name	Selling Agent Name	Sold Date	Sale Price	Your % of any Shared Sale (i.e. 33.3% enter 33.3)
FX4963336	6401 PIONEER DRIVE	SPRINGFIELD, VA	Diana Nguyen		Mujahid Ahmad	02/10/2005	\$438,000	100 %
FX5159025	7724 CAMP ALGER AVENUE	FALLS CHURCH, VA	Juan Estrada		Mujahid Ahmad	03/24/2005	\$405,000	100 %
PW5154928	9888 EARLS FERRY CIRCLE	BRISTOW, VA	Nasir Bajwa		Mujahid Ahmad	04/07/2005	\$390,000	100 %
PW5180801	2704 HARWICH COURT	WOODBIDGE, VA	Gloria Price		Mujahid Ahmad	04/12/2005	\$375,000	100 %
FX5272971	6529 ELDER AVENUE	SPRINGFIELD, VA	Cindy Schneider	Tom Pietsch	Mujahid Ahmad	07/25/2005	\$602,000	100 %
FX5308999	6518 SHARPS DRIVE	CENTREVILLE, VA	Tom Krupinski		Mujahid Ahmad	08/09/2005	\$410,000	100 %
FX5292586	7220 ROOSEVELT AVENUE	FALLS CHURCH, VA	Mujahid Ahmad		Anita G. Vera	08/15/2005	\$535,000	100 %
FX5322672	2937 LAWRENCE DRIVE	FALLS CHURCH, VA	German Pomajambo		Mujahid Ahmad	09/27/2005	\$600,000	100 %
FX5337811	7417 HOUNSBURY COURT	ALEXANDRIA, VA	Robert Robarge	Peggy Parker	Mujahid Ahmad	11/16/2005	\$409,900	100 %

**9 Total Residential Sales: \$4,164,900**

**9 Total Sales: \$4,164,900**

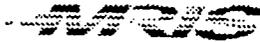
Click the Button to Create the Final Report and Calculate Shared Sales (IF ANY)



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APP0013



### Step 2 (Adjust for any shared sales, if Any):

Enter the percent of volume you are to receive credit for in the box provided, then press the Generate Report button to continue.

If you received 33 1/3% of a \$100,000 sale then enter 33.3 in the box for that listing. (Percentage will be calculated on the next page, do NOT enter the number as a percent (i.e. .0333))

If a listing is not to be counted enter "0".

Report Type: **(Both Listing and Selling Sides)**

For: **Mujahid Ahmad (106327)**

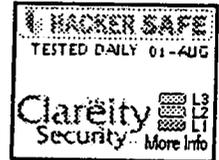
Listings Found: **2**. For the Period **01/01/2006 TO 12/31/2006**

List Num	Address	City, State	LA Name	Alt LA Name	Selling Agent Name	Sold Date	Sale Price	Your % of any Shared Sale (i.e. 33.3% enter 33.3)
FX6041298	1400 SADLERS WELLS DRIVE	HERNDON, VA	C. Carol Frey		Mujahid Ahmad	08/16/2006	\$392,000	100 %
FX6136198	7402 ELLWOOD PLACE	SPRINGFIELD, VA	Joseph Potts		Mujahid Ahmad	09/15/2006	\$480,000	100 %

**2 Total Residential Sales: \$872,000**

**2 Total Sales: \$872,000**

Click the Button to Create the Final Report and Calculate Shared Sales (IF ANY)





DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

COMMONWEALTH OF VIRGINIA

3600 West Broad Street, Richmond, VA 23230

Telephone: 1 (804) 367-8500

EXPIRES ON  
09-30-2008

NUMBER  
0225 084345

REAL ESTATE BOARD - SALESPERSON LICENSE  
POST IN A CONSPICUOUS PLACE  
THIS LICENSE TO BE KEPT IN CUSTODY AND CONTROL OF THE PRINCIPAL BROKER

MUWAHID AHMAD

FIRST AMERICAN REAL ESTATE INC  
FIRST AMERICAN REAL ESTATE  
7777 LEESBURG PIKE SUITE 307-S

FALLS CHURCH VA 22043



*James W. DeBoer*  
James W. DeBoer, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

Robert L. Ehrlich, Jr.  
Governor

Michael S. Steele  
Lt. Governor

James D. Fielder, Jr., Ph.D.  
Secretary

LICENSE, REGISTRATION, OR CERTIFICATION

*State of Maryland*

DEPARTMENT OF LABOR, LICENSING AND REGULATION  
REAL ESTATE COMMISSION

CERTIFIES THAT

MUJAHID AHMAD  
FIRST AMERICAN REAL ESTATE, INC.  
T/A FIRST AMERICAN REAL ESTATE  
7777 LEESBURG PIKE, SUITE 307-S  
FALLS CHURCH VA 22043-2403

IS AN AUTHORIZED

SALESPERSON

LIC. REG. CERT. NO.  
603568

EXPIRATION DATE  
07-13-2007

EFFECTIVE DATE  
N/A

CATEGORY  
05

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

3340528

SIGNATURE CLEARANCE

LICENSE, REGISTRATION, OR CERTIFICATION

11 05 603568

3,560,858

SAVE THIS PORTION OF CARD AND USE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGES. BOARD MUST BE NOTIFIED OF THESE CHANGES IMMEDIATELY.

11 05 603568

REAL ESTATE  
COMMISSION

500 N. CALVERT STREET, BALTIMORE, MD 21202-3651

MUJAHID AHMAD  
FIRST AMERICAN REAL ESTATE  
SUITE 307-S  
7777 LEBESBURG PIKE  
FALLS CHURCH VA 22043

STATE OF MARYLAND  
DEPARTMENT OF LABOR, LICENSING AND REGULATION  
REAL ESTATE  
COMMISSION

MUJAHID AHMAD  
CERTIFIES THAT

IS AN AUTHORIZED

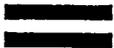
SALESPERSON

LIC. REG. CERT. NO. 603568  
EXPIRATION DATE 07-13-2009  
EFFECTIVE DATE N/A  
CATEGORY 05

LICENSE, REGISTRATION, OR CERTIFICATION  
3560858

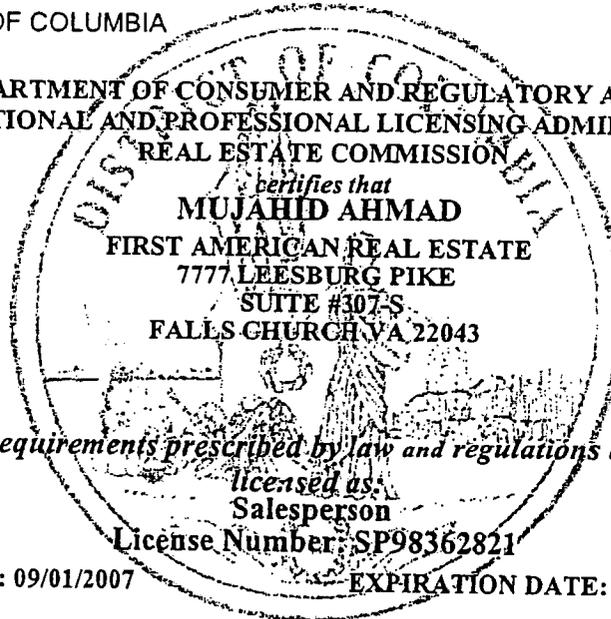
Martin O'Malley  
Governor  
Anthony G. Brown  
Lt. Governor

SIGNATURE OF REGISTRANT



GOVERNMENT  
OF THE  
DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
OCCUPATIONAL AND PROFESSIONAL LICENSING ADMINISTRATION  
REAL ESTATE COMMISSION



*certifies that*  
**MUHAHID AHMAD**  
FIRST AMERICAN REAL ESTATE  
7777 LEESBURG PIKE  
SUITE #307-S  
FALLS CHURCH VA 22043

*has met all requirements prescribed by law and regulations and is hereby  
licensed as:*

**Salesperson**  
License Number: SP98362821

ISSUE DATE: 09/01/2007

EXPIRATION DATE: 08/31/2009

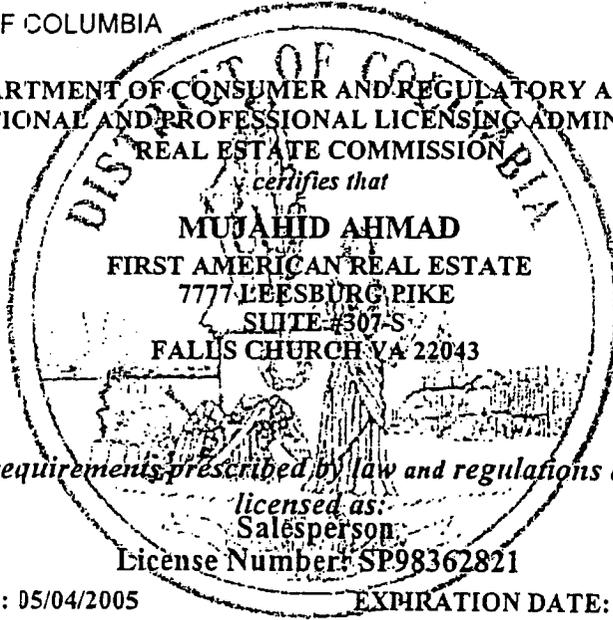
Director

Department of Consumer and Regulatory Affairs

Sequence Number 2

★★★ GOVERNMENT  
OF THE  
DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
OCCUPATIONAL AND PROFESSIONAL LICENSING ADMINISTRATION  
REAL ESTATE COMMISSION



certifies that

**MUTAHID AHMAD**

FIRST AMERICAN REAL ESTATE

7777 LEESBURG PIKE

SUITE 307-S

FALLS CHURCH VA 22043

*has met all requirements prescribed by law and regulations and is hereby  
licensed as:*

Salesperson

License Number: SP98362821

ISSUE DATE: 05/04/2005

EXPIRATION DATE: 08/31/2007

A handwritten signature in cursive script, appearing to read "Pattar G. Anwar", is written over a horizontal line.

Director

Department of Consumer and Regulatory Affairs

Sequence Number: 3

APP0041





**NVAR**



*Northern Virginia Association of Realtors®, Inc.*

*Certificate of Membership*

*Mujahid Ahmad*

*was elected Realtor® Member and is entitled to all the rights, benefits, and privileges of such membership*

*In witness thereof are hereto affixed the seal of the Association and the signature*



*December 2, 2004*      *Trish Enggo*  
*Date*                                      *Chairman of the Board*

Northern Virginia Association of REALTORS®

Certifies that

*Mujahid Ahmad*

*First American Real Estate, Inc.*

*Is recognized for outstanding sales performance in*

*2005*

*As a member of the*

*Multi-Million Dollar Sales Club*

*Christine M. Ford*  
Chief Executive Officer



*Margaret Ireland*  
Chairman of the Board

*Northern Virginia Association of REALTORS®*

*Certifies that in the year 2005*

*Mujahid Ahmad*

*First American Real Estate, Inc.*

*Became a First Time Member of the prestigious*

*Multi-Million Dollar Sales Club*

*Christine M. Ford*  
Chief Executive Officer



*Margaret Ireland*  
Chairman of the Board