

1 ARIZONA DEPARTMENT OF FINANCIAL INSTITUTIONS

2
3 In the Matter of the Revocation of the Mortgage
4 Broker License of:

5 **HOUSE 2 HOME LENDING, INC. and**
6 **MICHAEL W. LOW, PRESIDENT/CEO,**
7 36600 N. Pima Road, Suite 302
8 Carefree, Arizona 85377

9 Respondents.

No. 09F-BD043-BNK

CONSENT ORDER

9 On October 29, 2008, the Arizona Department of Financial Institutions ("Department")
10 issued a Notice of Hearing and Complaint, alleging that Respondents had violated Arizona law.
11 Wishing to resolve this matter in lieu of an administrative hearing, Respondents admit to the
12 following Findings of Fact and Conclusions of Law, and consent to the entry of the following
13 Order.

14 **FINDINGS OF FACT**

15 1. Respondent House 2 Home Lending, Inc. ("House") is an Arizona corporation
16 authorized to transact business in Arizona as a mortgage broker, license number MB 0906094,
17 within the meaning of A.R.S. § 6-901, *et seq.* The nature of House's business is that of making,
18 negotiating, or offering to make or negotiate loans secured by Arizona real property, within the
19 meaning of A.R.S. § 6-901(6).

20 2. Respondent Michael W. Low ("Mr. Low") is the President and CEO of House. Mr.
21 Low is authorized to transact business in Arizona as a mortgage broker within the meaning of
22 A.R.S. § 6-903(E).

23 3. A March 27, 2008 through June 30, 2008 examination of House, conducted by the
24 Department, revealed that House and Mr. Low:

- 25 a. Misrepresented or concealed essential or material facts in the course of the
26 mortgage broker business, specifically:

1 i. Of the seventy-four (74) loan files examined, the examiner found the
2 following individual loan misrepresentations:

3 (1) On September 2, 2006, Michael Low took two (2) applications for a
4 borrower to purchase investment properties located at 4750 N. Central
5 Avenue, Units 10H and 11H, Phoenix, AZ 85012;

6 (a) The loans closed on October 27, 2006 with First Magnus;

7 (b) Failure to disclose Unit 11H on the Unit 10H application,
8 concealed a \$194,250.00 mortgage obligation and the failure to
9 disclose Unit 10H on the Unit 11H application, concealed a
10 \$189,750.00 mortgage obligation;

11 (c) By providing the same credit report on both loans, Respondents
12 hid the fact that the borrower was in the process of purchasing
13 another property. In order for a lender to make a prudent
14 underwriting decision they must know all liabilities and potential
15 liabilities of the borrower. It also affects the amount of money
16 available to close the loans and the required reserves after the
17 loans close;

18 (d) On December 20, 2006, Michael Low took an application for
19 said borrower that subsequently closed on January 31, 2007,
20 with a mortgage of \$176,100.00. This loan was for the purchase
21 of an investment property located at 5401 E. Van Buren, Unit 9-
22 3062, Phoenix, AZ, 85008;

23 (e) This application failed to show two (2) investment properties
24 that the borrower purchased on October 27, 2006, of which
25 Michael Low was the loan officer. These properties are located
26 at 4750 N. Central Avenue, Unit 10H and Unit 11H, Phoenix,

1 AZ 85012; and

2 (f) Failure to disclose Unit 10H concealed a \$189,750.00 mortgage
3 obligation and failure to disclose Unit 11H concealed a
4 \$194,250.00 mortgage obligation to the lender, Mortgage IT;

5 (2) On July 28, 2006, an employee of House 2 Home closed his own loan
6 for the purchase of a primary residence located at 909 E. Camelback
7 Road, Unit 20-3121, Phoenix, AZ 85014;

8 (a) On December 4, 2006, said employee again closed his own loan
9 for the purchase of a primary residence located at 4750 N
10 Central Avenue, Unit 12D, Phoenix, AZ 85012; and

11 (b) This application failed to list the property at 909 E. Camelback
12 Road. By doing so, it concealed a \$156,550.00 first mortgage
13 obligation and a \$29,350.00 second mortgage obligation to the
14 lender, Flagstar;

15 (3) On October 25, 2006, an employee took two (2) applications for a
16 borrower for the purchase of investment properties located at 4750 N.
17 Central Avenue, Units 5M and 12D, Phoenix, AZ 85012;

18 (a) Unit 5M closed on November 30, 2006 with Flagstar and Unit
19 12D on December 4, 2006 with First Magnus;

20 (b) Failure to disclose Unit 12D on the Unit 5M application,
21 concealed a \$262,650.00 mortgage obligation to First Magnus;

22 (c) Failure to disclose Unit 5M on the Unit 12D application,
23 concealed a \$211,320.00 mortgage obligation to Flagstar; and

24 (d) By sending the loans to different lenders and providing the same
25 credit report to both lenders, Respondents hid the fact that the
26 borrower was in the process of purchasing another property. In

1 order for a lender to make a prudent underwriting decision they
2 must know all liabilities and potential liabilities of the borrower.
3 It also affects the amount of money available to close the loans
4 and the required reserves after the loans close;

5 (4) On February 21, 2007, an employee took an application for a
6 borrower for the purchase of a primary residence located at 3500 N.
7 Hayden Road, Unit 412, Scottsdale, AZ 85251;

8 (a) This loan closed on March 20, 2007 with Flagstar with a
9 \$201,200.00 first mortgage and a \$50,300.00 second mortgage.
10 The application showed he owned no other property and was
11 currently renting at 4455 E. Paradise Village Parkway South,
12 Unit 1006, Phoenix, AZ 85032;

13 (b) On May 21, 2007, said employee again took an application for a
14 borrower, for the purchase of a primary residence located at
15 5122 E. Shea Boulevard, Unit 1152, Scottsdale, AZ 85264;

16 (c) This loan closed on June 28, 2007 with Mortgage IT with a
17 \$270,200.00 mortgage. This application also showed that the
18 borrower did not own any property and was currently renting at
19 4455 E. Paradise Village Parkway South, Unit 1006, Phoenix,
20 AZ 85032; and

21 (d) By doing so, concealed the \$201,200.00 first mortgage
22 obligation and the \$50,300.00 second mortgage obligation on the
23 3500 N. Hayden Road, Unit 412, Scottsdale, AZ 85251 property
24 he purchased in February;

25 (5) On March 16, 2007, an employee took an application for a borrower,
26 for the purchase of an investment property located at 3500 N. Hayden

1 Road, Unit 101, Scottsdale, AZ 85251. This loan closed on April 13,
2 2007, with First Magnus under a stated income program;

3 (a) The stated income for both borrowers was \$16,283.00 per
4 month. Said employee inflated the borrower's income \$5,324.00
5 per month which allowed the borrower to qualify for the new
6 loan. The inflation of the income is evidenced by the fact that
7 said employee also closed two (2) prior loans for the borrower
8 which were documented income loans;

9 (b) The first property closed on October 20, 2006, with Flagstar with
10 a submitted income totaling \$10,959.00. The property was
11 located at 4650 N. Central Avenue, Unit 9R, Phoenix, AZ
12 85012; and

13 (c) The second property closed on December 15, 2006 with a
14 submitted income of \$10,959.00. This property was located at
15 5401 E. Van Buren, Unit 2-3002, Phoenix, AZ 85008;

16 (6) On August 20, 2007, said employee took two (2) applications for a
17 borrower for the purchase of investment properties located at 3500 N.
18 Hayden Road, Units 406 and 602, Scottsdale, AZ 85251;

19 (a) Unit 406 closed on September 20, 2007 with Flagstar and Unit
20 602 closed on September 20, 2007 with Mortgage IT;

21 (b) Unit 406 was not disclosed on the application for the purchase of
22 Unit 602 which concealed a \$222,750.00 mortgage obligation to
23 Mortgage IT;

24 (c) Unit 602 was not disclosed on the application for the purchase of
25 Unit 406 which concealed a \$220,950.00 mortgage obligation
26 from Flagstar; and

1 (d) By sending the loans to different lenders and providing the same
2 credit report to both lenders, Respondents hid the fact that the
3 borrower was in the process of purchasing another property. In
4 order for a lender to make a prudent underwriting decision they
5 must know all liabilities and potential liabilities of the borrower.
6 It also affects the amount of money available to close the loans
7 and the required reserves after the loans close;

8 (7) On March 15, 2007, an employee took two (2) applications for a
9 borrower. One for the purchase of a second home located at 101
10 Market Street, Unit 221, San Diego, CA 92101 and the other for the
11 purchase of an investment property, located at 3500 N. Hayden Road,
12 Unit 2306, Scottsdale, AZ 85251;

13 (a) Unit 221 closed on May 2, 2007 with First Magnus and Unit
14 2306 closed on April 26, 2007 with Flagstar;

15 (b) Unit 2306 was not disclosed on the application for the purchase
16 of Unit 221 which concealed a mortgage obligation of
17 \$220,950.00 to Mortgage IT;

18 (c) Unit 221 was not disclosed on the application for the purchase of
19 Unit 2306 which concealed a mortgage obligation of
20 \$444,600.00 to First Magnus; and

21 (d) By sending the loans to different lenders and providing the same
22 credit report to both lenders, Respondents hid the fact that the
23 borrower was in the process of purchasing another property. In
24 order for a lender to make a prudent underwriting decision they
25 must know all liabilities and potential liabilities of the borrower.
26 It also affects the amount of money available to close the loans

1 and the required reserves after the loans close;

2 (8) On March 15, 2007, Michael Low took two (2) applications for a
3 borrower for the purchase of investment properties located at 3600 N.
4 Hayden Road, Unit 2703 and Unit 3411, Scottsdale, AZ 85251;

5 (a) These loans closed on April 10, 2007 with Greenpoint;

6 (b) Neither loan disclosed the two (2) loans that Michael Low had
7 taken prior;

8 (c) Both loans were for the purchase of investment properties
9 located at 4750 N. Central Avenue, Units 6F and 5F. Unit 6F
10 closed on October 17, 2006 with Tri-Star and Unit 5F closed on
11 November 15, 2006 with First Magnus; and

12 (d) Failure to disclose Unit 6F concealed a \$171,855.00 mortgage
13 obligation and failure to disclose Unit 5F concealed a
14 \$188,800.00 mortgage obligation, both to Greenpoint;

15 (9) On January 16, 2008, an employee took an application for a borrower
16 for the purchase of an investment property located at 3434 E. Baseline
17 Road, Unit 154, Phoenix, AZ 85042;

18 (a) This loan closed with First Horizon on April 2, 2008;

19 (b) The loan application showed that the borrower had a reverse
20 mortgage with Wells Fargo on her primary residence located at
21 1804 W. Parkway, Payson, AZ 85541 and therefore had no
22 mortgage payment. However, the employee had refinanced the
23 Wells Fargo loan for the borrower which closed on February 27,
24 2008; and

25 (c) Failure to disclose this new loan concealed a \$150,000.00
26 mortgage obligation from the lender;

1 (10) On February 21, 2007, an employee showed that he took an
2 application for a borrower for the purchase of an investment property
3 located at 3500 N. Hayden Road, Unit 1905, Scottsdale, AZ 85251;

4 (a) This loan closed with First Magnus on March 26, 2007. First
5 Magnus made a condition of the loan to close that House and
6 Mr. Low provide them documentation that the borrower's
7 income had been received for the past two (2) years and would
8 continue for at least three (3) years;

9 (b) First Magnus was provided a signed letter from a financial
10 planner stating that he was a borrower's financial/estate planner
11 and that she had received her income the last two (2) years and
12 that it would continue for at least three (3) years;

13 (c) During the examiner's interview with said borrower, she stated
14 that said financial planner was not her financial advisor and was
15 surprised that he would state he was. She also stated that she
16 never met with, or had contact with House on the purchase of
17 this property. She said that she had only met with said financial
18 planner and/or his assistant and that they came to her house since
19 she no longer can drive. They had her sign documents and
20 collected documents from her. Again she stated that no one
21 from House ever came to her house, called her, mailed her or
22 contacted her directly. Everything was handled through the
23 financial planner who is not an employee of House and Mr. Low,
24 but an interested third party. His third party interest is
25 documented by the fact that a borrower paid a \$1,000.00
26 consulting fee and paid an additional \$200.00 consulting fee to

1 the financial planner; and

2 (d) By allowing the financial planner, an interested third party, to act
3 as a loan officer/processor, House and Mr. Low cannot warrant
4 to the lender that the documents they provided to the lender are
5 true and correct;

6 (11) On September 17, 2007, an employee showed that she took an
7 application for a borrower for the purchase of an investment property
8 located at 3600 N. Hayden Road, Unit 3603, Scottsdale, AZ 85251.
9 This loan closed with Flagstar on October 19, 2007;

10 (a) On September 21, 2007, said employee showed that she took
11 another application for another investment property located at
12 3600 N. Hayden Road, Unit 2409, Scottsdale, AZ 85251. This
13 loan closed with Mortgage IT on October 19, 2007;

14 (b) Failure to disclose Unit 2409 on the Unit 3603 application
15 concealed a \$151,650.00 mortgage obligation to Mortgage IT;

16 (c) Failure to disclose Unit 3603 concealed a \$166,950.00 mortgage
17 obligation to Flagstar;

18 (d) By sending the loans to different lenders and providing the same
19 credit report to both lenders, Respondents hid the fact that the
20 borrower was in the process of purchasing another property. In
21 order for a lender to make a prudent underwriting decision they
22 must know all liabilities and potential liabilities of the borrower.
23 It also affects the amount of money available to close the loans
24 and the required reserves after the loans close;

25 (e) In addition, during the examiner's interview with the borrower,
26 she stated that she never met with or talked to anyone from

1 House, that a financial planner and/or his assistant came to her
2 house to have her sign documents or collect documents for the
3 loan, and that House and Mr. Low never called her or mailed her
4 any correspondence and let the financial planner, an interested
5 third party, act as a loan officer/processor. His third party
6 interest is documented by the fact that the borrower paid
7 \$2,000.00 in consulting fees; and

8 (f) House and Mr. Low cannot warrant to the lenders that the loan
9 documents are true and correct. In fact, the loan file for Unit
10 3603 contains a document signed by the financial planner, who
11 represented himself as the borrower's financial/estate planner.
12 This letter was submitted to document the receipt of and
13 continuance of the borrower's annuity and interest income for
14 the next three (3) years. The borrower stated during an interview
15 that the said financial planner is not her financial planner and did
16 not request him to provide this document;

17 (12) On November 16, 2007, an employee showed that she took an
18 application for a borrower for the purchase of an investment property
19 located at 3500 N. Hayden Road, Unit 1903, Scottsdale, AZ 85251;

20 (a) This loan closed with First Horizon on February 1, 2008.

21 (b) On November 17, 2007, a signed upfront application was taken
22 for a borrower for the refinance of her primary residence located
23 at 17223 N. Calico Drive, Sun City, AZ 85373 even though the
24 printed name showed a House employee;

25 (c) This loan closed with CMG Mortgage on February 20, 2008.

26 (d) Failure to disclose Unit 1903 concealed a \$153,450 mortgage

1 obligation from CMB Mortgage;

2 (e) By sending the loans to different lenders and providing the same
3 credit report to both lenders, Respondents hid the fact that the
4 borrower was in the process of purchasing another property. In
5 order for a lender to make a prudent underwriting decision they
6 must know all liabilities and potential liabilities of the borrower.
7 It also affects the amount of money available to close the loans
8 and the required reserves, if any, after the loans close;

9 (f) In addition, during the Department's interview with the
10 borrower, said borrower stated that she never met with or talked
11 to anyone from House. The borrower stated she no longer has a
12 car since her eyesight is impaired and that the financial planner
13 and/or his assistant came to her house to have her sign
14 documents or collect documents for the loans. She further stated
15 that House and Mr. Low never called her or mailed her any
16 correspondence and let the financial planner, an interested third
17 party, act as a loan officer/processor. His third party interest is
18 documented by the fact that the borrower stated she paid a
19 consulting fee to him; and

20 (g) House and Mr. Low cannot warrant to the lenders that the loan
21 documents are true and correct.

22 (13) During the Department's interview with a House employee, she
23 confirmed the office had been instructed by Mr. Low not to contact
24 the financial planner's clients. The financial planner would provide
25 her the loan request so she could actually input the information into
26 their processing program. She would then provide the financial

1 planner the application package and he would in turn give it to the
2 borrower to sign;

3 (a) The financial planner was also allowed by the title company to
4 conduct the closing and notarized the closing documents. By
5 doing so, he isolated the borrower from both the broker and the
6 title company; and

7 b. In addition to the individual loan misrepresentations, House and Mr. Low
8 participated in a cash kick-back scheme between the developers of the
9 condominium-conversions and the borrowers;

10 i. The cash kick-back scheme played out in the following two (2) scenarios:

11 (1) Scenario 1 – An Option to Purchase Agreement that was to be signed
12 two (2) days after the loan closed;

13 (a) This scenario provided the buyer a lump sum payment that
14 approximated 14% of the sales price less closing costs; and

15 (2) Scenario 2 – The developer would provide to an escrow company,
16 Note World Servicing Center (“Note World”), the lump sum which
17 would then be distributed to the borrower over a 12 month or 18
18 month period;

19 (a) A Servicing Agreement between the buyer and Note World
20 would then be signed and the buyer would be paid these monthly
21 subsidies beginning a month after close;

22 ii. See Exhibit B to the Department’s Report of Examination (“Exhibit B”) for
23 the list of loans that have been identified as part of the cash kick-back
24 scheme. On sales of \$10,713,120.00, the developers paid \$1,339,576.00 to
25 borrowers under this scheme with loans totaling \$9,217,223.00. In
26 addition, Exhibit B identifies those borrowers whose subpoenaed bank

1 statements verified receipt of the cash kick-back funds;

2 iii. House and Mr. Low participated in the scheme by not only being the
3 broker for these loans, but also advertised this program by doing seminars
4 and a radio program. When Mr. Low discussed "his deals" during the
5 radio program, the location of the project was given in general terms, such
6 as Indian School and Hayden. He used the word "incentives" in describing
7 what the developer would give. The "incentive" on the Indian School and
8 Hayden project was described as a 14% incentive that would closely cover
9 the monthly mortgage payments for 18 months. The specific details of this
10 cash kick-back scheme were not disclosed, but were disguised with the
11 term "incentive";

12 iv. The appraisals for the transactions were completed by two appraisers.

13 v. An employee stated in her interview with the Department that everyone in
14 the office knew of the cash kick-back scheme, including the appraisers. The
15 appraisals for each sale should have addressed the cash kick-back so the
16 lenders' underwriters could have made informed decisions regarding
17 whether to close the loans or adjust the sales prices. Several of House's
18 and Mr. Low's employees also obtained loans where they received cash
19 kick-backs after closings;

20 vi. House and Mr. Low provided clients to the buyer's real estate agent,
21 through its seminars and radio program.

22 vii. The parties to the sales of the condominium-conversions, which include the
23 seller, buyer, real estate agents, and House and Mr. Low, were aware of the
24 sales concession/inducement prior to the purchase agreement being signed.
25 Therefore, the clear intent was that the sales concession/inducement was
26 part of the purchase transaction and not a separate transaction after the fact;

- 1 viii. This cash kick-back scheme, if the lenders had been made aware, would
2 have been treated as a sales concession/inducement to purchase from the
3 seller. Under both Freddie Mac and Fannie Mae guidelines, the loan
4 amount would have been determined by applying the appropriate loan to
5 value calculation to the sales price less the sales concession/inducement.
6 This scheme also kept the sales price of the units artificially inflated. If the
7 developer could have sold the units at the original sales price without the
8 inducement then he would have; and
- 9 ix. The primary victims of this scheme are the lenders who loaned more
10 money than they would have if this sales concession/inducement had been
11 disclosed to them. Other victims are those who bought units under the
12 guise that these units were being sold at their true value and that they
13 would make a profit when they sold the units in the future. Several of these
14 units are in foreclosure.

15 CONCLUSIONS OF LAW

- 16 1. Pursuant to A.R.S. §§ 6-901, *et seq.*, the Superintendent has the authority and duty to
17 regulate all persons engaged in the mortgage broker business and with the enforcement of
18 statutes, rules, and regulations relating to mortgage brokers.
- 19 2. By the conduct set forth in the Findings of Fact, House and Mr. Low violated A.R.S.
20 § 6-909(L) by misrepresenting or concealing an essential or material fact in the course of the
21 mortgage broker business.
- 22 3. The violations, set forth above, constitute grounds to suspend or revoke House's and
23 Mr. Low's mortgage broker license, number MB 0906094, pursuant to A.R.S. § 6-905(A).
- 24 4. Respondents misrepresented or concealed an essential or material fact in the course
25 of the mortgage broker business by concealing material facts and making misrepresentations to
26 lenders regarding several borrowers, which is grounds for suspension or license revocation

1 pursuant to A.R.S. § 6-905(A)(3).

2 5. The violations, set forth above, constitute grounds for the pursuit of any other
3 remedy necessary or proper for the enforcement of statutes and rules regulating mortgage
4 brokers in Arizona pursuant to A.R.S. §§ 6-123 and 6-131.

5 6. Pursuant to A.R.S. § 6-132, Respondents' violations of the aforementioned statutes
6 are grounds for a civil penalty of not more than five thousand dollars (\$5,000.00) for each
7 violation for each day.

8 **ORDER**

9 1. Mortgage Broker License, No. MB 0906094, issued in the name of House 2
10 Home Lending, Inc., is hereby immediately revoked and shall immediately be surrendered to the
11 Department upon execution of this Consent Order.

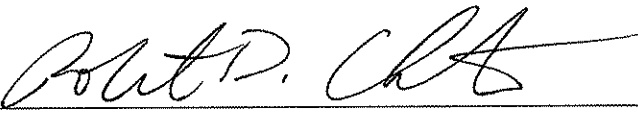
12 2. The provisions of this Order shall be binding upon House 2 Home Lending, Inc.
13 and Michael W. Low, and resolves the Notice of Hearing, subject to Respondents' compliance
14 with the requirements of this Order. Should Respondents fail to comply with this Order, the
15 Superintendent shall initiate further disciplinary proceedings.

16 3. The provisions of this Order shall be binding upon Respondents, their employees,
17 agents, and other persons participating in the conduct of the affairs of House 2 Home Lending,
18 Inc.

19 4. This Order shall become effective upon service, and shall remain effective and
20 enforceable until such time as, and except to the extent that, it shall be stayed, modified,
21 terminated, or set aside.

22 SO ORDERED this 2 day of December, 2008.

23 Felecia A. Rotellini
24 Superintendent of Financial Institutions

25 By 
26 Robert D. Charlton
Assistant Superintendent of Financial Institutions

1 **CONSENT TO ENTRY OF ORDER**

2 1. Respondents acknowledge that they have been served with a copy of the
3 foregoing Findings of Fact, Conclusions of Law, and Order in the above-referenced matter, have
4 read the same, are aware of their right to an administrative hearing in this matter, and have
5 waived the same.

6 2. Respondents admit the jurisdiction of the Superintendent and consent to the entry
7 of the foregoing Findings of Fact, Conclusions of Law, and Order.

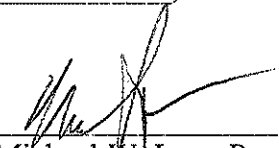
8 3. Respondents state that no promise of any kind or nature has been made to induce
9 them to consent to the entry of this Order, and that they have done so voluntarily.

10 4. Respondents acknowledge that the acceptance of this Agreement by the
11 Superintendent is solely to settle this matter and does not preclude this Department, any other
12 agency or officer of this state or subdivision thereof from instituting other proceedings as may
13 be appropriate now or in the future.

14 5. Michael W. Low, on behalf of House 2 Home Lending, Inc., represents that he is
15 the President and CEO, and that, as such, has been authorized by House 2 Home Lending, Inc.
16 to consent to the entry of this Order on its behalf.

17 6. Respondents waive all rights to seek judicial review or otherwise to challenge or
18 contest the validity of this Order.

19 DATED this 20th day of November, 2008.

20
21 By 
22 Michael W. Low, President/CEO,
23 House 2 Home Lending, Inc.

24 ...
25 ...
26 ...

1 ORIGINAL of the foregoing filed this 2nd
2 day of December, 2008, in the office of:

3 Felecia Rotellini
4 Superintendent of Financial Institutions
5 Arizona Department of Financial Institutions
6 ATTN: Susan Longo
7 2310 N. 44th Street, Suite 310
8 Phoenix, Arizona 85018

9 COPY mailed/delivered same date to:

10 Robert D. Charlton, Assistant Superintendent
11 Chris Dunshee, Senior Examiner
12 Arizona Department of Financial Institutions
13 2910 N. 44th Street, Suite 310
14 Phoenix, Arizona 85018

15 AND COPY MAILED SAME DATE to:

16 Thomas Shedden, Administrative Law Judge
17 Office of the Administrative Hearings
18 1400 West Washington, Suite 101
19 Phoenix, AZ 85007

20 Erin O. Gallagher, Assistant Attorney General
21 Attorney General's Office
22 1275 West Washington
23 Phoenix, AZ 85007

24 Michael Low, President
25 House 2 Home Lending, Inc.
26 36600 N. Pima Road, Suite 302
Carefree, AZ 85377
Respondents

Michael Low, President
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By: Susan Longo
PHX-AGN-2008-0476; 336755