

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CITIBANK, N.A., AS INDENTURE
TRUSTEE FOR **BSARM** 2007-2,

Plaintiff,

vs. Case No.: 50 2008 CA 030498XXXX MB
Division: AW

[REDACTED] A/K/A [REDACTED]
[REDACTED] THE UNKNOWN SPOUSE OF
[REDACTED] A/K/A [REDACTED]
[REDACTED] A/K/A [REDACTED]
THE UNKNOWN SPOUSE OF [REDACTED]
A/K/A [REDACTED] ANY AND ALL UNKNOWN
PARTIES CLAIMING BY, THROUGH, UNDER, AND
AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANTS(S)
WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER
SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS
SPOUSES, HEIRS, DEVISEES, GRANTEEES, OR OTHER
CLAIMANTS; **BANK OF AMERICA**; **CHASE BANK, USA**;
NATIONAL ASSOCIATION; TENANT #1, TENANT #2,
TENANT #3, TENANT #4, TENANT #5, TENANT #6,
TENANT #7, AND TENANT #8, the names being
fictitious to account for parties in possession,
Defendants.

_____/_____
DEPOSITION OF RONALD WOLFE
Taken on Behalf of the Defendants [REDACTED] and [REDACTED]

DATE TAKEN: August 26, 2010
TIME: 10:59 a.m. to 2:42 p.m.
PLACE: Sclafani Williams Court Reporters
101 East Kennedy Boulevard, Suite 1970
Tampa, Florida
Stenographically Reported by:
Connie L. Neer
Certified Shorthand Reporter (OK)

1 APPEARANCES:

2 Counsel for Plaintiff:

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Florida Default Law Group, P.L.

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5

6 Counsel for Defendants [REDACTED] and [REDACTED]

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9

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1 PROCEEDINGS

2 RONALD WOLFE, called as a witness by Defendants
3 [REDACTED] and [REDACTED] having been first duly sworn,
4 testified as follows:

5 THE WITNESS: I do.

6 THE REPORTER: Thank you.

7 DIRECT EXAMINATION

8 BY MR. IMMEL:

9 Q. We're here in Citibank, N.A., versus -- or as
10 Indenture Trustee for BSARM 2007-2 versus [REDACTED] for
11 the deposition of Ron Wolfe. My name is Chris Immel
12 from Ice Legal and I represent the Defendants, [REDACTED]
13 [REDACTED] and [REDACTED] [REDACTED] Could you please state
14 your name for the record, please.

15 A. Ronald Wolfe.

16 Q. Okay. Just some preliminaries before we get
17 started. I know that you're an attorney, so you've
18 probably taken numerous depositions and had your
19 deposition taken a few times. But if you could please
20 wait for me to finish my question and answer audibly so
21 the court reporter can get it, that would be
22 appreciated. Do you have a driver's license with you
23 today?

24 A. I do.

25 Q. Would you mind if I had a copy of it just for

1 the -- for the record?

2 MS. HILL: I'm going to object to that.

3 That's personal information. And given his role
4 and position with his law firm, I wouldn't want
5 that information to be, (a), given out; or, (b),
6 made part of a public record.

7 MR. IMMEL: Redacted? If you made any
8 appropriate redactions, address, license number.

9 MS. HILL: I think virtually the whole thing
10 would have to be redacted. I think it would be
11 inappropriate to, (a), produce a driver's license;
12 and, (b), attach it to this deposition; and so I'm
13 going to object to that.

14 MR. IMMEL: Okay.

15 BY MR. IMMEL:

16 Q. Have you ever had your deposition taken
17 before?

18 A. I have.

19 Q. And approximately how many times?

20 A. Approximately five.

21 Q. Okay. Were those in connection with your role
22 with Florida Default Law Group and foreclosure cases?

23 A. Yes.

24 Q. Okay. And you currently are a managing
25 partner for Florida Default Law Group?

1 A. Yes.

2 Q. Okay. And how long have you been a managing
3 partner?

4 A. Been a managing partner since 2007.

5 Q. 2007. And prior to that, what was your role
6 with Florida Default Law Group?

7 A. I was managing attorney.

8 Q. Okay. And how long were you a managing
9 attorney?

10 A. From 2005 to 2007. And I started with the
11 firm November 1998 as a foreclosure lawyer.

12 Q. And what -- I'm sorry, what year did you say
13 you started?

14 A. 1998. November.

15 Q. Okay. Could you please explain what your
16 primary job responsibilities would have been -- well, I
17 guess what they currently are as the managing partner.

18 A. As a managing partner, as far as -- it's
19 running the firm. My responsibilities are to my
20 clients, ensuring that the firm provides the agreed-to
21 services and that the policies and procedures of the
22 firm are -- are reviewed, intact and followed.

23 Q. Okay. And what type of policies and
24 procedures do you specifically review? Do you -- I
25 guess, would it be litigation or client relations or

1 everything?

2 A. Everything.

3 Q. Okay. Do you share those responsibilities
4 with other managing partners or are you sort of a sole
5 decision-making authority?

6 A. I'm the managing partner of the firm.

7 Q. Okay. And as a managing attorney from 2005 to
8 2007, what -- how were your role -- how were your
9 responsibilities different from what they are as
10 managing partner?

11 A. Essentially the role was the same. I had to
12 ensure business development, communication with the
13 clients, managing attorney responsible for ensuring the
14 policies that -- of the firm were reviewed and followed.

15 Q. Okay. And I guess just taking a step back, in
16 September or October 2008 when the Assignment of
17 Mortgage in this case was executed, your -- your role or
18 your duties as a managing partner, were they
19 substantially the same as they would be today?

20 A. Yes.

21 Q. Okay. And how long have you been an attorney?

22 A. The bar -- graduated from law school in 1997
23 and passed the Bar in early 1998.

24 Q. So did you start your career as an attorney
25 with Florida Default Law Group?

1 A. Essentially, yes.

2 Q. Okay. You have -- you signed the Assignment
3 of Mortgage in this case as Attorney-In-Fact for Wells
4 Fargo Bank, N.A. Do you have Power of Attorney for any
5 other entities? Are you an Attorney-In-Fact for other
6 entities?

7 MS. HILL: Object based on relevance.

8 A. The -- quite frankly, do -- does the law firm
9 have Power of Attorney for some of our clients, yes.

10 BY MR. IMMEL:

11 Q. Okay. Do you -- do you specifically sign
12 Assignments of Mortgage as Attorney-In-Fact for just
13 Wells Fargo or numerous entities? Approximately how
14 many?

15 A. I need to clarify specifically. Me
16 individually?

17 Q. Yes, you individually.

18 A. No, I don't.

19 Q. Oh, okay. In 2008 when this Assignment was
20 executed, did you have other Attorney-In-Fact
21 appointments from other --

22 A. Again, I don't recall individually if we
23 did -- if I did.

24 Q. Okay.

25 A. The law firm did.

1 Q. Okay. And under the Power of Attorney in --
2 that was granted to you by Wells Fargo, what types of
3 responsibilities did that grant to you?

4 MS. HILL: Objection. The document speaks for
5 itself.

6 BY MR. IMMEL:

7 Q. The -- well, the Assignment of Mortgage says
8 that you can execute the Assignment of Mortgage. Did
9 the Power of Attorney indicate that you could do any
10 other types of actions as Attorney-In-Fact for Wells
11 Fargo?

12 MS. HILL: Same objection. The document
13 speaks for itself.

14 A. And the document --

15 MS. HILL: Are you referring to the Power of
16 Attorney?

17 MR. IMMEL: Yes. Do you have a copy of the
18 Power of Attorney by any chance?

19 MS. HILL: He wasn't asked to provide any
20 documents today.

21 MR. IMMEL: Right.

22 MS. HILL: Did you bring one with you?

23 MR. IMMEL: No, I don't have one with me. But
24 I was just asking basics generically.

25 BY MR. IMMEL:

1 Q. You executed pursuant to a Power of Attorney.
2 Would you be able to produce that in a request -- a
3 subsequent request for production?

4 MS. HILL: Could Ron Wolfe, individually,
5 produce it or --

6 MR. IMMEL: Or Wells Fargo.

7 MS. HILL: -- are you asking the Plaintiff to
8 produce it?

9 MR. IMMEL: The Plaintiff, yes.

10 MS. HILL: I mean, I'll let Mr. Gano address
11 that issue, but I don't know if an appropriate
12 request has been made.

13 MR. IMMEL: No. I don't believe we have.

14 MS. HILL: I'm sure if a request is made,
15 plaintiff can appropriately respond.

16 MR. GANO: Yeah. I mean, I would say for
17 right now, I can't really tell you one way or
18 another until I see an actual request for the
19 documentation. And at that point in time, if any
20 objections are relevant, the plaintiff obviously
21 would interpose those, but I can't tell you
22 speculating on whether it would be produced or not
23 based upon the context of the question.

24 BY MR. IMMEL:

25 Q. But a Power of Attorney does exist granting

1 you authority?

2 A. Yes.

3 Q. Okay. And you had reviewed that Power of
4 Attorney?

5 A. Yes.

6 Q. Okay. And aside from executing Assignments of
7 Mortgage, do you recall whether that Power of Attorney
8 granted you authority to do any other types of actions?

9 MS. HILL: And, again, same objection.

10 Document speaks for itself. You can answer.

11 A. The document provides -- yes. The answer is
12 yes. It provides for the power or ability to execute
13 other documents, yes.

14 BY MR. IMMEL:

15 Q. And what other type of documents would you
16 typically execute? Do you recall?

17 MS. HILL: Object to form. Again, you're
18 asking him as an individual.

19 MR. IMMEL: Yes.

20 MS. HILL: And what do you mean by typical?

21 MR. IMMEL: In his capacity he would execute
22 Assignments of Mortgages. We understand that.

23 BY MR. IMMEL:

24 Q. What types of other documents would you
25 execute?

1 A. I didn't execute any other.

2 Q. Any other documents. Okay. Do you have any
3 other types of signing authority on behalf of any other
4 entities?

5 A. Individually?

6 Q. Yes.

7 A. At this time, I do not believe I do. But,
8 again, I haven't reviewed everything that's in
9 existence, so I don't really know.

10 Q. Okay. Do you continue to execute Assignments
11 of Mortgages under the Power of Attorney that would have
12 granted you authority to execute this?

13 A. No.

14 Q. Okay. Do you still have signing authority as
15 Attorney-In-Fact on behalf of Wells Fargo Bank?

16 A. I believe so, yes.

17 Q. Okay. Why did you cease to continue executing
18 Assignments of Mortgages?

19 A. Individually?

20 Q. Yes.

21 A. I've not been asked to.

22 Q. Okay. When you were executing Assignments of
23 Mortgages in 2007 and 2008, approximately how many would
24 you execute in a given week or month?

25 A. I don't --

1 MS. HILL: I'm going to object to the form.
2 Lack of foundation in terms of I'm not sure he
3 testified that he executed Assignments of Mortgage
4 in 2007 and 2008. But that's the objection.

5 A. It was rare that I executed an Assignment of
6 Mortgage.

7 BY MR. IMMEL:

8 Q. Okay. When approximately did you stop
9 executing Assignments of Mortgages?

10 A. Individually, again, I -- I -- it wasn't my --
11 I'm going to clarify the question. Unfortunately,
12 you're alluding to the fact that it's my responsibility
13 or I have a role of executing Assignments of Mortgage.
14 That's not true.

15 Q. Okay. What was your role then in the
16 Assignments of Mortgages?

17 A. As to this case and that Assignment of
18 Mortgagee, I utilized the Power of Attorney to execute
19 that one document.

20 Q. Okay. How -- what types of documents would
21 you review in executing an Assignment of Mortgage?

22 A. And other than the Power of Attorney which I
23 knew provided me the authority to execute that document,
24 I didn't review any other documents other than that
25 drafted assignment.

1 Q. Okay. So as -- as far as verifying the
2 information contained as far as from -- the Assignment
3 being from Wells Fargo to Citibank and the various other
4 aspects of the Assignment, you didn't review anything to
5 verify the accuracy of the information?

6 MR. GANO: Object to form.

7 A. I didn't review any documents.

8 BY MR. IMMEL:

9 Q. Any documents. Okay. So approximately how
10 long then would it take you to execute an Assignment of
11 Mortgage, such as this?

12 MS. HILL: I'm going to object to the form. I
13 mean, your question refers to just general
14 assignments and then you refer back to this one. I
15 think if you want to ask him about this one, that
16 would be appropriate. But just to ask him about in
17 general, I don't know that it's appropriate to just
18 ask him in general.

19 A. And I don't recall how long it took me to
20 execute this Assignment.

21 BY MR. IMMEL:

22 Q. Okay. As an Attorney-In-Fact for Wells
23 Fargo -- which you stated that you do still have,
24 correct?

25 A. Yes.

1 Q. Approximately how long have you had -- have
2 you been appointed Attorney-In-Fact?

3 A. I -- I don't know.

4 Q. Okay. When you were appointed
5 Attorney-In-Fact, how did that process occur? Could you
6 describe that for me?

7 MR. GANO: Object to the form.

8 A. The -- as far as the process, the law firm was
9 asked by its client to provide a service. The
10 determination was made on the individual best-suited to
11 be authorized based on their experience, their
12 knowledge, title, and their knowledge of the industry
13 and our clients to be provided that Limited Power of
14 Attorney. And my name was part of that group.

15 BY MR. IMMEL:

16 Q. Okay. As far as Wells Fargo's decision, were
17 you at all included in Wells Fargo's decision to -- on
18 which attorneys based on their experience and knowledge
19 would be chosen to be appointed Attorney-In-Fact?

20 MR. GANO: Object to that based on
21 attorney/client privilege. Any communications that
22 were entertained back and forth would be privileged
23 information.

24 MS. HILL: And objection. Addition to that,
25 speculation.

1 MR. IMMEL: Okay. Are you instructing him not
2 to answer?

3 MR. GANO: I'm instructing him not to divulge
4 any attorney/client privilege information.

5 A. I don't know what Wells was thinking.

6 BY MR. IMMEL:

7 Q. Okay. As part of your appointment as
8 Attorney-In-Fact, did you receive any individual
9 compensation from Wells Fargo Bank to execute
10 Assignments of Mortgages or to serve as
11 Attorney-In-Fact?

12 A. No.

13 Q. Okay. Did you ever attend any board meetings
14 or executive meetings or any other types of meetings
15 with Wells Fargo regarding the appointment of
16 Attorney-In-Fact?

17 MR. GANO: Again, I'm going to object to any
18 communications because the question, any meetings,
19 I don't know exactly what that is encompassing.

20 MR. IMMEL: To the extent it doesn't divulge
21 any attorney/client privileges.

22 A. No.

23 BY MR. IMMEL:

24 Q. Okay. Have you ever voted on any corporate
25 resolutions or other types of policies with -- policy

1 changes that Wells Fargo's made?

2 A. No.

3 Q. When you would execute an Assignment of
4 Mortgage on behalf of Wells Fargo Bank pursuant to the
5 Power of Attorney, who would direct -- would somebody
6 from Wells Fargo Bank direct you to execute a particular
7 Assignment of Mortgage?

8 MR. GANO: Again, I'm going to object on any
9 communications regarding cases as attorney/client
10 privileged information.

11 MR. IMMEL: I'm not asking for the actual
12 communication.

13 BY MR. IMMEL:

14 Q. I'm asking if it was a particular person that
15 would direct you. Was it Wells Fargo themselves that
16 directed you? Or how did you receive direction?

17 A. In general, our firm was engaged by its client
18 to provide a service, which included reviewing title and
19 identifying when an Assignment of Mortgage would be
20 necessary to demonstrate the transfer of a note.

21 Q. Okay. And did you ever have to provide as --
22 in your position as Attorney-In-Fact, did you ever have
23 to provide any sort of reporting to Wells Fargo on what
24 assignments you'd executed based on your position as
25 Attorney-In-Fact, rather than as an attorney

1 representing them? So, again, to avoid divulging
2 attorney/client privileges.

3 A. Generally speaking, the firm -- once an
4 Assignment was executed, again to -- a note would be --
5 sure. A communication would be sent to a client to let
6 them know that an Assignment was executed, absolutely.

7 Q. Okay. Would you send that communication or
8 would it be somebody else, another attorney with the
9 firm, a paralegal or would it be you in your capacity as
10 Attorney-In-Fact?

11 A. It wouldn't be within my capacity as
12 Attorney-In-Fact, no.

13 Q. Okay. Wells Fargo Bank, N.A., owns certain
14 notes and mortgages, and also services certain notes and
15 mortgages. Would your responsibilities change in
16 regards to what type of -- in regards to your
17 appointment as Attorney-In-Fact whether they were the
18 servicer or the owner?

19 A. That --

20 MR. GANO: Object to the form of that
21 question.

22 A. That Limited Power of Attorney allows us to
23 execute Assignments of Mortgages where -- and it's
24 specific in there -- Wells Fargo Bank is the lienholder
25 of record.

1 BY MR. IMMEL:

2 Q. Okay. Earlier you alluded to the services
3 being provided to Wells Fargo Bank determining whether
4 or not an Assignment was needed. Could you discuss how
5 you would determine whether or not an Assignment of
6 Mortgage was required to be executed?

7 A. Well, generally as a lawyer in our firm, we --
8 after receiving a referral from our client, obviously
9 title work is done. When that title work, the review,
10 examination of the record title indicates that a -- the
11 mortgage that's subject to the foreclosure is in a
12 certain entity's name. Based on information from our
13 client, we know that the foreclosure should be initiated
14 in another entity's name because of a previous transfer
15 of that note. That is what determines or is the trigger
16 for us to utilize the Power of Attorney, Limited Power
17 of Attorney, where appropriate to mirror up the previous
18 transfer of the note with the current mortgage
19 lienholder of record.

20 Q. Okay. So just so I understand, does the title
21 search and examination reveal to you who the Assignment
22 should be to or does your -- does the client instruct
23 you who the Assignment needs to be to?

24 A. It's a combination of both. The client's
25 instructions determine the current note holder.

1 Q. Okay.

2 A. The examination of title then determines who
3 is the current mortgage lienholder of record. If those
4 two match, then an Assignment may not be necessary.

5 Q. Okay.

6 A. If they don't match, an Assignment may be
7 necessary. It depends on whether or not the firm has
8 been asked to, as a service to the client, have an
9 executed (sic) drafted or provided for.

10 Q. Okay. And this information would be contained
11 in the case referral?

12 A. Which information?

13 Q. The information regarding a previous transfer
14 of the note or who the transfer was to?

15 A. Generally, yes.

16 Q. Okay. How would you receive the referral?

17 A. I guess I need clarification.

18 Q. In what format would it be, a fax, mail,
19 electronically, e-mail?

20 A. Could be all of those.

21 Q. All those. Okay. Is there a normal or more
22 common avenue?

23 MS. HILL: Object to the form.

24 A. Again, general speaking, for the firm -- and
25 not as to this particular case because I didn't review

1 that aspect of this case. But generally for the firm,
2 referrals are received electronically through whichever
3 system our clients determine to be the means and method
4 to use.

5 BY MR. IMMEL:

6 Q. Okay. Without divulging attorney/client
7 privilege, generally speaking, what type of information
8 would be contained in the referral that isn't
9 privileged?

10 A. Again, generally for any mortgage foreclosure,
11 you need obviously the property address, debt
12 information, borrower information, and then the current
13 holder of the note.

14 Q. Okay. In 2008, the note was allegedly lost at
15 the time you filed this complaint. Would the referral
16 contain information whether -- on the whereabouts of the
17 note?

18 MR. GANO: I'm going to object because the way
19 you framed the question, it sounds like you're
20 specifically asking regarding this case. And any
21 information pertaining to this particular case on
22 that referral would be attorney/client information.

23 BY MR. IMMEL:

24 Q. Generally speaking, when you would receive
25 referrals in cases, would -- would the note -- you said

1 you received it by an electronic -- generally speaking,
2 electronically. In cases where the note wasn't lost,
3 would you get a physical copy of that, would it come
4 subsequent to the electronic referral or how would that
5 process work?

6 A. Again, the -- the answer to your question in
7 there is yes.

8 Q. Okay.

9 A. We would receive -- we receive the original
10 note generally in most cases.

11 Q. Okay.

12 A. Subsequent to the referral, yes.

13 Q. And I assume by some sort of mail. Would it
14 be like FedExed or any type of return receipt, generally
15 speaking, on how you receive notes?

16 A. Yeah. I don't know.

17 Q. Not sure. Okay. So in situations when you
18 would receive the electronic referral and the note,
19 was -- would, generally speaking, a referral that there
20 was no note coming contain information that the note was
21 lost?

22 MS. HILL: I'm going to go ahead and inject an
23 objection here, and I've been quiet, and I haven't
24 really said anything, but I'd like to point out
25 that Mr. Wolfe was noticed today, not as a

1 corporate representative of Florida Default Law
2 Group --

3 MR. IMMEL: Right.

4 MS. HILL: -- but in his individual capacity.

5 MR. IMMEL: Yeah.

6 MS. HILL: And in his capacity as
7 Attorney-In-Fact with respect to the Assignment in
8 this case. Now, you've been asking him numerous
9 questions and he is fully capable of answering
10 them. But they go beyond the scope of this
11 deposition. If you wanted a corporate
12 representative, then it should have been noticed in
13 that fashion and it would have been addressed
14 properly at that point. I've given some leeway
15 here, but if the depo continues along the line of a
16 corporate rep deposition, then we're going to have
17 an issue and I'm going to start objecting. And if
18 we need to, we'll get the judge on the phone. But,
19 you know, again, he's here as an individual, not in
20 his capacity as the managing partner of Florida
21 Default Law Group.

22 MR. IMMEL: Right. And I think that this
23 definitely goes to stuff that definitely pertains
24 as to who the note holder is if the note is lost.

25 MS. HILL: No, it doesn't. Because all of

1 your questions have virtually nothing to do with
2 that Assignment or this case. It has to do with
3 how does the firm get referrals from any client,
4 how does the firm get original notes from any
5 client, how does the firm get information from any
6 client, and your questions are generally what
7 happens in these situations. And none of your
8 questions have -- have you even asked about this
9 Assignment. And I don't know how long we've been
10 here, but you haven't said -- asked question one
11 about this particular Assignment in this case, so
12 all of your questions so far have been directed to
13 him as if he were here in a representative capacity
14 for Florida Default Law Group and that's not how he
15 was noticed.

16 MR. IMMEL: Well, he does have personal
17 knowledge, but I'll note your objection and --

18 MS. HILL: Just because he has personal
19 knowledge doesn't mean this is a corporate rep
20 deposition. He's here as noticed.

21 MR. IMMEL: Okay.

22 BY MR. IMMEL:

23 Q. In this particular case, the S&E -- I'll show
24 you a copy here --

25 MR. IMMEL: Which I'll enter as Exhibit A.

1 (Exhibit A was marked for identification.)

2 BY MR. IMMEL:

3 Q. In addressing this particular Assignment of
4 Mortgage, it says that for value received on or before
5 September 12th, 2008, Wells Fargo assigned, transferred,
6 and conveyed to Citibank as Indenture Trustee for BSARM
7 2007-2. Earlier you stated that you basically only
8 executed the Assignment in this case?

9 A. Yes.

10 Q. Okay. Do you have any knowledge as to the
11 accuracy that there was value exchanged in any way?

12 A. Well, the value of the note -- the note is
13 valuable and the fact that the exchange took place --
14 had to have taken place prior to our office receiving
15 the referral.

16 Q. Okay.

17 A. Which is why the Assignment states on or
18 before September 12th, because I believe
19 September 12th was the date our office received the
20 referral, so I believe that -- that first sentence is
21 accurate to state that the note transferred from Wells
22 Fargo Bank to Citibank prior -- which is the value prior
23 to September 12th, which is the date we receive the
24 referral.

25 Q. Okay. I understand that the note is valuable,

1 but would any information have been contained in the
2 referral that would have delineated that Wells Fargo
3 received value for the note?

4 MR. GANO: I'll object based upon
5 attorney/client privilege to any specific
6 information as far as explicitly how it was listed
7 on the referral.

8 A. No.

9 BY MR. IMMEL:

10 Q. Okay. So just to be clear,
11 September 12th would not be the date that any sort of
12 physical delivery of the note or mortgage occurred from
13 Wells Fargo to Citibank necessarily? Could --
14 potentially is possible, but ...

15 A. I don't -- I don't know.

16 Q. Okay. If this was the date of it being
17 referred to you, ordinarily the note and mortgage would
18 be transferred to your office; is that correct?

19 A. I don't know what you mean by transferred.

20 MS. HILL: I was going to say object to the
21 question.

22 BY MR. IMMEL:

23 Q. Ordinarily on the date a case is referred to
24 you, I presume some sort of mortgage loan file documents
25 would be sent to the firm for basically carrying on the

1 foreclosure case, a filing; is that correct?

2 MS. HILL: Again, I'm going to assert my
3 objection as earlier stated. He is not here in his
4 capacity as a corporate representative. He was not
5 noticed as such. He's noticed as Ron Wolfe,
6 individually and Attorney-In-Fact for this
7 affidavit -- I'm sorry, this Assignment that was
8 labeled as Exhibit A.

9 MR. IMMEL: Okay.

10 A. The law firm will receive information from its
11 client. It doesn't arrive the day that I have -- or
12 that the law firm receives the initial referral for the
13 set-up of the case in our system. And what confused me
14 was you said the transfer of those documents. The
15 transfer of the note and mortgage are between Wells and
16 Citi. It has nothing to do with the law firm. And
17 these documents reflect the transfer between Wells and
18 Citi, so --

19 BY MR. IMMEL:

20 Q. Okay.

21 A. -- that was my confusion.

22 Q. Okay. But just to clarify then, the date,
23 September 12th, 2008, would not be the date that Wells
24 Fargo was transferring the note to Citibank?

25 A. I don't know. It could be. I have no idea.

1 Q. Okay. The plaintiff or the S&E in this
2 particular case is a trust. Agreed?

3 MS. HILL: The document speaks for itself.

4 BY MR. IMMEL:

5 Q. Okay. Do you review any trust documents or
6 would any trust documents be received with the referral
7 or with instructions regarding the Assignment of
8 Mortgage?

9 A. As to this Assignment of Mortgagee, I did not
10 review any trust documents.

11 Q. Okay. It also states that this Assignment of
12 Mortgage is together with a note and is secured thereby.
13 Is that to say that this Assignment also is assigning
14 the note or has the note already been sent?

15 MS. HILL: Objection. Document speaks for
16 itself.

17 MR. GANO: I'll object to form.

18 A. And this Assignment has nothing to do or it
19 does not assign the note.

20 BY MR. IMMEL:

21 Q. Okay. And earlier you had mentioned that
22 there would be a combination of information relied upon
23 between the referral and the title results; is that
24 correct?

25 A. Yes.

1 Q. Okay. And who would do the title search?

2 MS. HILL: Are you asking who did the title
3 search in this case?

4 MR. IMMEL: Yes.

5 A. Generally for the firm, again, the title
6 company that -- that we've engaged to do the title
7 search and exam is New House Title.

8 BY MR. IMMEL:

9 Q. Okay. And what relationship does New House
10 Title company have to Florida Default Law Group?

11 A. New House Title is a --

12 MS. HILL: Well, I'm going to object to the
13 form of the question.

14 MR. IMMEL: Okay.

15 MS. HILL: He just said that the firm engages
16 New House Title, so --

17 MR. IMMEL: Right.

18 MS. HILL: -- it would appear they have a
19 relationship of vendor and vendee, but your
20 question was objectionable.

21 MR. IMMEL: Okay.

22 A. It's the title company we engage to provide
23 the service. And I believe what we are getting to is
24 the fact that the law firm owns the title company.

25 BY MR. IMMEL:

1 Q. Okay. That is reflected on -- commonly on
2 affidavits and things of that nature. Does Florida
3 Default Law Group solely utilize New House Title as
4 their -- to review -- do title searches?

5 A. No.

6 Q. No. What other title companies are used? Do
7 you know offhand?

8 MS. HILL: And, again, you're now going into
9 an area. This witness has not been noticed and is
10 not here in a representative capacity for the law
11 firm.

12 MR. IMMEL: Okay.

13 MS. HILL: You should have noticed this as a
14 corporate representative depo if that's what you
15 wanted to do.

16 A. There are several title companies that we use.
17 Off the top of my head, it's not an inclusive list, so I
18 don't want to necessarily answer without ...

19 BY MR. IMMEL:

20 Q. Okay. How long from the time that I guess you
21 received the referral does the title search take to get
22 the results as far as whether or not to execute this
23 Assignment of Mortgage?

24 A. Can you say that again?

25 MS. HILL: Object to form.

1 BY MR. IMMEL:

2 Q. How long would -- how long would you wait on
3 title results before you would execute an Assignment of
4 Mortgage?

5 MS. HILL: Object to the form.

6 A. And I'm -- I need clarification. I'm not
7 waiting on -- the title has to be completed before the
8 Assignment is executed.

9 BY MR. IMMEL:

10 Q. Okay.

11 A. So your question alludes to it's possible that
12 the Assignment be executed prior to title being
13 completed. And that's -- it's not a possibility.

14 Q. Okay. So how long then would you have to wait
15 for title to be completed before you could execute the
16 Assignment of Mortgage?

17 MS. HILL: Again, object to the form.

18 A. Whenever title's done, title's done. I mean,
19 it could take a day. It could take two weeks. It could
20 take a month. It depends on the case.

21 BY MR. IMMEL:

22 Q. Okay. How long does a title search -- a
23 particular title search ordinarily take?

24 MS. HILL: Object to the form. Asked and
25 answered.

1 A. It depends on the case.

2 BY MR. IMMEL:

3 Q. Okay. Do attorneys for Florida Default Law
4 Group do the title search?

5 MS. HILL: Object to form.

6 A. Generally, the title search is completed by
7 New House Title.

8 BY MR. IMMEL:

9 Q. Okay. It says here that recording was
10 requested by, prepared by and returned to Chris Cabrera
11 of Florida Default Law Group. Do you know Chris
12 Cabrera?

13 A. Personally, yes, I do.

14 Q. Okay. Now, is Chris Cabrera a -- would he
15 have been -- I guess, who -- who would have drawn up
16 this Assignment of Mortgage for you to execute? It
17 would have been Chris Cabrera?

18 A. According to the document, Chris prepared it.
19 And Chris is on our -- at least was in 2008 on our group
20 of individuals, our assignment preparation team, to do
21 that, yes.

22 Q. Okay. Would he be doing that in his capacity
23 as an attorney at Florida Default Group or would this
24 be -- would this Assignment be done at New House Title?

25 MS. HILL: Object to the form. The question

1 assumes that Mr. Cabrera is an attorney.

2 BY MR. IMMEL:

3 Q. If he's an attorney, employee, paralegal, does
4 he work for Florida Default Law Group or New House
5 Title? Do you know?

6 A. No. He works for Florida Default Law Group.

7 Q. Okay. And how does Florida Default -- does
8 Florida Default Law Group utilize Land America's Lawyer
9 Title Company to complete title searches?

10 A. I -- we utilize -- I don't know.

11 Q. Okay. Does Florida Default Law Group execute
12 all assignments that are required?

13 MS. HILL: Okay. I'm going to object. If
14 we're going to go down this road, we need to get
15 the judge on the phone. You have not set this
16 deposition for a corporate representative.

17 MR. IMMEL: He has personal knowledge.

18 MS. HILL: I don't care if he has personal
19 knowledge. He could probably speak about his
20 favorite sports team with his personal knowledge,
21 but he's --

22 MR. IMMEL: Right.

23 MS. HILL: -- not here as a representative of
24 Florida Default Law Group. That has to be a
25 properly-noticed deposition because if you notice

1 someone as representative of a company, then they
2 can speak and bind the company.

3 MR. IMMEL: Right.

4 MS. HILL: You did not notice him as a
5 corporate representative.

6 MR. IMMEL: So he's not binding the company.
7 He's discussing what he's doing.

8 MS. HILL: No. You noticed him as an
9 individual.

10 MR. IMMEL: Right.

11 MS. HILL: And I hardly see how any of this is
12 relevant to this foreclosure. But --

13 MR. IMMEL: Well --

14 MS. HILL: -- we're going to have to get the
15 judge on the phone. If you want to ask him
16 questions, again, about this Assignment, this case,
17 his role and his involvement, that's fine. That's
18 what he was noticed as.

19 MR. IMMEL: Right.

20 MS. HILL: You want a corporate rep
21 deposition, you properly notice it.

22 MR. IMMEL: Okay. That's fine.

23 MS. HILL: Because when you notice a corporate
24 rep deposition, you at least give the
25 representative notice of the areas of inquiry so

1 they can prepare for it.

2 MR. IMMEL: Okay.

3 MS. HILL: So it's totally unfair to just use
4 someone because they have personal knowledge and
5 use that person when they've been noticed in their
6 individual capacity to then testify as this pseudo
7 representative just because you assume that they're
8 going to sit here with personal knowledge of all
9 that matter.

10 MR. IMMEL: Okay.

11 BY MR. IMMEL:

12 Q. So are you going to answer the question?

13 MR. IMMEL: Are you instructing him not to
14 answer the question?

15 MS. HILL: Yes. Yes. Because we've gone far
16 enough now. We're now 45 minutes at least into
17 this deposition and 99 percent of it has been a
18 corporate rep deposition, so --

19 MR. IMMEL: Well --

20 MS. HILL: -- I'm going to instruct him not to
21 answer.

22 MR. IMMEL: Okay.

23 BY MR. IMMEL:

24 Q. It says here Patricia Ann Hutchens notarized
25 this document. Would Patricia have been present with

1 you at the time that this was notarized?

2 A. When this Assignment was executed by myself,
3 individually, I -- it was in front of Patricia and the
4 witnesses.

5 Q. Okay. So would this occur in your office or
6 where would -- where would you and the witness and the
7 notary meet?

8 A. I don't recall where it happened.

9 Q. Generally speaking, though, where would you
10 execute Assignments of Mortgages?

11 A. Again, the assumption is that I executed
12 Assignments of Mortgage on a regular basis and I have
13 some process to do that individually. I don't.

14 Q. Okay. In a given week, approximately how many
15 Assignments of Mortgages would you execute?

16 A. In a given week --

17 MS. HILL: I'm going to object to the form.

18 Lack of a time frame.

19 BY MR. IMMEL:

20 Q. During 2000 -- October 2008.

21 A. Probably zero.

22 Q. Zero?

23 A. This would be an exception. As I've tried to
24 say, this is an exception.

25 Q. Right.

1 A. I didn't regularly execute Assignments of
2 Mortgage.

3 Q. I mean, we have probably 15 or 20 during
4 October 2008 that were executed, you know, that's a
5 decent accident number, you know, without having looked
6 everywhere or anything by that matter. You know, so
7 five a week, ten a week? I mean, what was the -- what
8 is the policy as far as executing them or where would
9 they be executed at?

10 MR. GANO: I'm going to object.

11 MS. HILL: Object to the form.

12 A. And, generally when I execute an Assignment of
13 Mortgage, again, individually, it's not necessarily the
14 procedure of the firm because that's how I individually
15 handled it, I would take the document and go in front of
16 the notary and the witnesses and sign it. It could be
17 five a week at that time. And it would be me
18 individually executing those Assignments. And you
19 alluded to the fact that you have 15. And I'm assuming
20 that means there are 15 of my signature.

21 BY MR. IMMEL:

22 Q. Right.

23 A. It would have been only if one of my lawyers
24 that generally the lawyers that I manage that generally
25 handle this were out on vacation and I was covering.

1 Q. Okay.

2 A. So my daily activities didn't include signing
3 Assignment of Mortgages.

4 Q. Okay. And you said that the witness and the
5 notary would be present with you. Patricia Ann
6 Hutchens, is she -- it says she's personally known to
7 you. How closely does she work with you at the --
8 during this time frame?

9 A. She was --

10 MS. HILL: Object to the form.

11 A. She was one of the employees at our firm.

12 BY MR. IMMEL:

13 Q. Okay. But she's not like your secretary or
14 paralegal directly to you or anything like that?

15 A. No.

16 Q. Okay. So you had your own personal policy on
17 executing Assignments of Mortgages requiring the notary
18 and the witness to be present with you?

19 A. Generally, when I executed because I didn't do
20 it that frequently, it would be the exception to me if I
21 had to executes an assignment.

22 Q. Okay.

23 A. Or have anything notarized, quite frankly, at
24 this time, it would be the exception to the rule. And
25 so since it would be an exception, I would walk out of

1 my office and find someone. It may not be Patricia. It
2 may be someone else. Whoever was a proper notary. And
3 I would grab whoever was around to witness my signature
4 and notarize signature -- or notarize the document.

5 Q. Okay. And you stated that that process would
6 defer -- would that process defer from Florida Default
7 Law Group's ordinary process?

8 A. Yes.

9 Q. And how so?

10 A. Well, we have a written procedure regarding
11 the notarization of documents.

12 Q. Okay. And how is your personal procedure
13 different from the written procedure at Florida Default
14 Law Group?

15 A. The written procedure provides for the notary
16 to go to the lawyer on a regular basis to notarize
17 documents in front of that lawyer.

18 Q. Okay.

19 A. Whereas, in this instance, since it's the
20 exception, someone would -- I'd be provided this
21 document to review and execute, and then I would
22 basically go, because a notary is not going to come by
23 my office because it wasn't my regular responsibility to
24 execute those documents.

25 Q. Okay. And with regards to the written

1 procedure versus your personal procedure in executing
2 this Assignment of Mortgage, does the written procedure
3 detail how -- where the witness is supposed to be at the
4 time of notarization?

5 A. The procedure is as to notarization. Not
6 necessarily the witness aspect of it.

7 Q. Okay.

8 A. I believe.

9 Q. Okay. And do you continue to occasionally
10 have to cover for executing Assignments of Mortgages for
11 attorneys if they're out on vacation or anything like
12 that?

13 A. I still have the Limited Power of Attorney.
14 But I think you previously asked me if we were still or
15 continuing to execute Assignments, and I believe I
16 indicated that we're not.

17 Q. Florida Default Law Group is not receiving
18 Assignments of Mortgages or just you personally?

19 A. Well, I personally am not.

20 Q. Okay. And does Florida Default Law Group?

21 A. As a practice, no.

22 MS. HILL: Again, same objection. Counselor,
23 he's not here as a representative of Florida
24 Default Law Group.

25 MR. IMMEL: Okay.

1 BY MR. IMMEL:

2 Q. With regards to this particular Assignment of
3 Mortgage, Patricia Hutchens, does she still work for
4 your office?

5 A. I don't -- I don't know.

6 Q. You don't know. Okay. In 2008, how well did
7 you know Ms. Hutchens?

8 MS. HILL: Objection. Asked and answered.

9 BY MR. IMMEL:

10 Q. Not very well? She worked on the same floor
11 as you? Same building?

12 A. I don't -- I don't -- I don't recall.

13 Q. Okay. Okay.

14 MR. IMMEL: Well, I'll go ahead and enter this
15 as Exhibit B, which is Patricia Hutchens' --
16 basically her notary application. If you want to
17 mark that as Exhibit B.

18 (Exhibit B was marked for identification.)

19 BY MR. IMMEL:

20 Q. Have you ever seen her notary application?

21 A. No.

22 Q. Would you ever review notary -- as part of
23 employment for certain individuals, would you review any
24 of their notary information?

25 MS. HILL: Are you asking him as an

1 individual?

2 MR. IMMEL: Yes.

3 MS. HILL: If he reviews applications of
4 notaries?

5 MR. IMMEL: Yes.

6 A. As an individual, no.

7 BY MR. IMMEL:

8 Q. Okay. Would you agree -- if you turn to the
9 last page, would you agree that Ms. Hutchens', I guess,
10 signature on the Assignment of Mortgage indicates to be
11 a P.A. versus the signature on her notary application?

12 MS. HILL: I'm going to object to the
13 question. Are you asking him to offer an opinion
14 as to the signature of Ms. Hutchens in this case?

15 MR. IMMEL: Yes.

16 MS. HILL: All right. I'm going to object. I
17 don't believe this witness is the proper person to
18 make that question, so there's a lack of
19 foundation. This person's already told you he
20 hasn't seen this document before. So that's an
21 additional grounds for lack of foundation.

22 MR. IMMEL: Okay.

23 BY MR. IMMEL:

24 Q. In comparing the two signatures, would you
25 agree they are distinctly different?

1 MS. HILL: Object to the form.

2 A. Are you asking me if they look different?

3 BY MR. IMMEL:

4 Q. Yes.

5 A. In looking at the two documents, they appear
6 to be different, yes.

7 Q. Okay. Do you have any idea as to why she
8 would sign in a different manner?

9 MS. HILL: Object to the form. Lack of
10 foundation. Speculation.

11 A. I don't know.

12 BY MR. IMMEL:

13 Q. Okay. Does Florida Default Law Group have a
14 policy regarding how things -- you said before they
15 were -- there was a written policy regarding how
16 notaries sign things. Is there a policy regarding
17 whether or not their signature look similar or be in the
18 same format as that of their notary application?

19 MS. HILL: Again, object to the form. You're
20 asking this witness to testify as to a policy of
21 Florida Default Law Group and he has not been
22 noticed as a corporate representative.

23 MR. IMMEL: Okay.

24 A. At this time, not having had a chance to
25 review our policy, I can't speak on what our current

1 policy is regarding that question.

2 BY MR. IMMEL:

3 Q. Can you speak as to what the policy was in
4 2000 -- October of 2008?

5 MS. HILL: Same objection.

6 MR. IMMEL: Okay.

7 A. The policy you asked me about was Florida
8 Default Law Group's policy regarding notary's signature
9 matching what appears to be the State of Florida's --
10 their notary application. Your question had nothing to
11 do with the Assignment of 2008. I said that I don't
12 know and I'm not familiar with because I wasn't given
13 any, quite frankly, warning that this question was going
14 to be asked about our policy regarding the notaries and
15 looking at the application for their signature.

16 BY MR. IMMEL:

17 Q. Well, you did state that you had a personal
18 policy regarding notarization of documents. In your
19 personal policy when you go to a notary and obtain a
20 witness to execute an Assignment of Mortgage, did you
21 ever have any sort of requirement that the notary use
22 her full signature?

23 MS. HILL: I'm going to object to the form.

24 A. My personal policy wasn't to ask for a full
25 signature. It was to ask the notary to notarize my

1 document.

2 BY MR. IMMEL:

3 Q. Okay. Just real quick, do you recognize that
4 as your signature on this particular document?

5 A. Yes.

6 Q. Okay. And Yamel A. Hernandez, do you know
7 Yamel Hernandez?

8 A. She was -- I don't know her personally. She
9 was a witness on this document, so she was there to
10 witness my signature.

11 Q. Okay. Are you aware of any policies
12 encouraging notaries to shorten their signature to
13 simply initials?

14 MS. HILL: Object to the form.

15 A. No. We -- we don't have a policy encouraging
16 anyone to shorten their signature or -- no. Not aware.

17 BY MR. IMMEL:

18 Q. So in executing this Assignment of Mortgage,
19 it would have been prepared by Chris Cabrera, according
20 to the document. Would the document that you rely upon
21 or that would be available to you as Attorney-In-Fact be
22 different in any way than the documents provided to you
23 as an attorney representing the Plaintiff in this
24 particular case?

25 MS. HILL: Object to the form. I'm not sure I

1 understand your question. Documents that are
2 provided to him for what?

3 BY MR. IMMEL:

4 Q. Before executing this Assignment of Mortgage,
5 you have the Attorney-In-Fact. Do you know if Chris
6 Cabrera has been appointed Attorney-In-Fact by Wells
7 Fargo?

8 MS. HILL: I'm confused. Chris Cabrera didn't
9 execute this Assignment.

10 MR. IMMEL: No. He prepared it, it appears.

11 MS. HILL: So are you --

12 BY MR. IMMEL:

13 Q. So what type of documents -- would the same
14 documentation be available to you to review if you so
15 choose as to him when he prepared it?

16 MS. HILL: Well, that question calls for
17 speculation. I'm not sure I understand it, but the
18 witness can try to answer.

19 A. I need to just go back because you asked me
20 three questions in there. I need you to go back to the
21 first one because I'm confused.

22 BY MR. IMMEL:

23 Q. Okay. You receive -- do you receive any
24 specific information to execute an Assignment of
25 Mortgage strictly in your capacity as Attorney-In-Fact

1 that you would not receive in your general
2 responsibilities as attorney, as an attorney in this
3 matter?

4 MS. HILL: Well, I'm going to object. He's
5 not an attorney in this foreclosure. He's not the
6 file attorney, so I'm still not understanding your
7 question.

8 BY MR. IMMEL:

9 Q. The information that is sent to Florida
10 Default Law Group as part of the referral package, would
11 there be any information sent to you for purposes of
12 reliance in executing this Assignment of Mortgage that
13 would be sent to you based on the fact that you're
14 Attorney-In-Fact?

15 MR. GANO: I'm going to -- before the witness
16 answers, I'm going to seek clarification. Are you
17 asking for the referral in this case or are you
18 asking about referrals in general? Because if
19 you're asking for information on this particular
20 case, then I'm going to interpose an objection
21 based on attorney/client privilege of what was
22 specifically told to them regarding this particular
23 case.

24 MR. IMMEL: Right. Which is why I'm asking
25 for the information that wouldn't have been

1 contained.

2 BY MR. IMMEL:

3 Q. Is there any information that wouldn't be
4 contained in the referral that would be sent to you
5 as -- the fact that you're Attorney-In-Fact?

6 MS. HILL: And I'm going to object because you
7 have asked him that and you've asked him that a
8 couple of times and he's answered it a couple of
9 times as to what information is relied upon as
10 provided by the client to prepare an Assignment of
11 Mortgage. You've asked him that. That's part of
12 the record.

13 A. And in an attempt to answer, I'm going to try
14 to clarify as well, you seem to be alluding that as an
15 Attorney-In-Fact, I'm privy to additional information.

16 BY MR. IMMEL:

17 Q. That's what I'm asking.

18 A. No.

19 Q. Okay.

20 MS. HILL: Well, if that was the question,
21 that was a hell of a lot easier.

22 THE WITNESS: I'm ferreting through.

23 MR. IMMEL: Good job.

24 BY MR. IMMEL:

25 Q. Do you know that Wells Fargo Bank is -- is

1 Wells -- is Wells Fargo Bank the servicer for this
2 particular trust?

3 MS. HILL: For this particular what? I'm
4 sorry.

5 MR. IMMEL: Trust. The Plaintiff's trust.

6 Q. I don't --

7 MS. HILL: In his individual capacity, you're
8 asking?

9 MR. IMMEL: In his individual capacity and in
10 his capacity as Attorney-In-Fact executing the
11 Assignment of Mortgage to the trust.

12 A. I -- I don't know if Wells is the servicer for
13 the trust.

14 BY MR. IMMEL:

15 Q. Okay. This Assignment of Mortgage is
16 basically an acknowledgment that you executed it.
17 You're not actually swearing that the information in
18 this is true and correct and accurate; is that correct?

19 MS. HILL: Object to the form.

20 MR. GANO: Object to the form.

21 MS. HILL: Again, the document speaks for
22 itself.

23 A. This is not a sworn statement, if that's --

24 BY MR. IMMEL:

25 Q. Okay.

1 A. Correct.

2 Q. All right. When executing Assignment of
3 Mortgage to a particular trust, do you review any
4 Pooling and Servicing Agreements?

5 A. I do not review a Pooling and Servicing
6 Agreement when I -- prior to executing that
7 Assignment -- this Assignment of Mortgage, no.

8 Q. Would you ordinarily review a Pooling and
9 Servicing Agreement when executing Assignments of
10 Mortgage to a trust?

11 MR. GANO: I believe that was asked and
12 answered already.

13 A. And generally, no. I rely on the title
14 information and the referral information.

15 BY MR. IMMEL:

16 Q. Okay. These are some excerpts from the trust
17 which the Assignment of Mortgage purportedly assigns the
18 mortgage and note to.

19 MS. HILL: Object to the form already.

20 MR. IMMEL: So I'd like to introduce this as
21 Exhibit C, I believe.

22 (Exhibit C was marked for identification.)

23 MS. HILL: For the record, you've
24 mischaracterized the nature of the Assignment.

25 MR. IMMEL: Well --

1 MS. HILL: And you've also mischaracterized
2 his prior testimony. This Assignment doesn't
3 memorialize the transfer of the note. It's an
4 Assignment of Mortgage.

5 BY MR. IMMEL:

6 Q. And is there any reason why the -- on the
7 Assignment of Mortgage it says, Together with the note,
8 if it doesn't transfer the note?

9 A. The note is transferred prior to the mortgage.

10 Q. Okay. So -- so it wouldn't be assigned
11 together with the note?

12 A. I believe you're taking that out of context.
13 The note, it's assigned together with the note, meaning
14 that the note is already gone and that the mortgage is
15 then subsequently following the note.

16 Q. Okay.

17 A. So the note has already been transferred to
18 Citibank and that this Assignment of Mortgage is
19 indicating that the property and legal description
20 depicted and identified on that Assignment is now
21 together with the note at Citi.

22 Q. Okay. Here are some of the excerpts from the
23 trust which is Exhibit C as I had mentioned. If you
24 want to turn to the second page, are you familiar with
25 Pooling and Servicing Agreements? Have you done in your

1 capacity as an attorney over the years, in any way in
2 your capacity as managing partner, attorney, associate
3 of Florida Default Group?

4 A. I'm generally familiar with a Pooling and
5 Servicing Agreement, yes.

6 Q. Okay. Turning to the second page there, would
7 you --

8 MR. GANO: I'm sorry. I didn't mean to
9 interrupt. But before we go any further, I just
10 want to get on record that this is Exhibit C and
11 this is consisting of nine pages of the 374 that
12 are the Pooling and Servicing Agreement?

13 MR. IMMEL: Yes. It's just an excerpt of the
14 agreement.

15 BY MR. IMMEL:

16 Q. On Page 2, the Sale and Servicing Agreement
17 dated as of June 29th, 2007, do you understand what that
18 date resembles or refers to?

19 MS. HILL: You're asking this witness to
20 testify about a document that he's already told you
21 he did not review?

22 BY MR. IMMEL:

23 Q. Generally speaking --

24 MS. HILL: It's an improper question and I'm
25 objecting. Lack of foundation.

1 BY MR. IMMEL:

2 Q. Generally speaking, in your dealings with --
3 with Pooling and Servicing Agreements, do you have in
4 your crossings, have you -- do you understand or have
5 you come across what those -- what that date generally
6 refers to? Would you agree that it generally refers to
7 the closing date of the trust?

8 MS. HILL: I'm going to object on several
9 reasons. Number one, this witness has not
10 testified that he has dealings with Pooling and
11 Servicing Agreements, so that question lacks
12 foundation as well. You're asking him to testify
13 as to the meaning of a term in a document that you
14 have already established he has not reviewed. And
15 if you were to ask the questions, you would also
16 establish that he had no participation in the
17 preparation or the execution of this document, so
18 it's improper to ask this witness to testify about
19 what any term in this document means.

20 MR. IMMEL: Okay.

21 MS. HILL: If that is your question, then you
22 need to ask the appropriate party who was involved
23 in or has the most knowledge of the preparation of
24 this document.

25 MR. IMMEL: Okay.

1 BY MR. IMMEL:

2 Q. If I -- for the sake of argument, I have -- I
3 acknowledge that I have provided you with an incomplete
4 document because it's 374 pages long. And, obviously,
5 there's not enough time to go through the entire Pooling
6 and Servicing Agreement. The -- that date generally
7 refers to -- as my understanding and what I would like
8 to frame the questioning under as the closing date of
9 the trust, if that can be agreed?

10 MS. HILL: Well, no. We're not going to agree
11 to it. If that's the assumption you want to make
12 in framing your next question --

13 MR. IMMEL: That's the framing of my
14 questions.

15 MS. HILL: -- then you can certainly make that
16 assumption and ask a question --

17 MR. IMMEL: Right.

18 MS. HILL: -- and then allow us to proceed on
19 the question asked.

20 MR. IMMEL: Obviously, if I framed it wrong or
21 incorrectly, then that would be an issue, but
22 that's the framing of that particular date for
23 questioning regarding Exhibit C. Okay?

24 MS. HILL: I would suggest you go ahead and
25 ask your question and make your assumption as part

1 of your question.

2 MR. IMMEL: Okay.

3 BY MR. IMMEL:

4 Q. In executing Assignment of Mortgage or having
5 it prepared for you to execute, do you know if, I guess,
6 Chris Cabrera would have relied upon the Pooling and
7 Servicing Agreement or reviewed any of documents in the
8 Pooling and Servicing Agreement?

9 MS. HILL: I'm going to object on the basis
10 that question calls for speculation.

11 A. And I can respond letting you know that Chris
12 would not have reviewed, nor did I review, the Pooling
13 and Servicing Agreement before that was executed.

14 BY MR. IMMEL:

15 Q. Okay. On Page 3 at the bottom of the page,
16 Exhibit A is listed as a Mortgage Loan Schedule. Would
17 Exhibit A be something that would be reviewed or relied
18 upon?

19 MR. GANO: Asked and answered.

20 MS. HILL: Asked and answered.

21 BY MR. IMMEL:

22 Q. Specifically, would a Mortgage Loan Schedule
23 be reviewed?

24 MS. HILL: And you say would it be reviewed.

25 Would it be reviewed by who?

1 BY MR. IMMEL:

2 Q. By anybody with any type of relationship to
3 the Assignment of Mortgage?

4 MS. HILL: Wait. I don't understand.

5 BY MR. IMMEL:

6 Q. Either the preparation, the execution?

7 MS. HILL: Are you --

8 BY MR. IMMEL:

9 Q. Anything.

10 MS. HILL: -- asking about if any person
11 involved in the preparation of the Assignment of
12 Mortgage or execution of the Assignment of Mortgage
13 reviewed Exhibit A, Mortgage Loan Schedule,
14 attached to the Pooling and Servicing Agreement, a
15 portion of which you've attached to Exhibit C?

16 MR. IMMEL: Yes.

17 MS. HILL: Is that your question?

18 MR. IMMEL: Yes.

19 A. I don't know if anyone involved in the
20 creation -- instruction, creation or execution of that
21 Assignment reviewed this.

22 BY MR. IMMEL:

23 Q. Okay.

24 A. I know that I didn't review it.

25 Q. Okay. And same question as for a request for

1 release of documents, Exhibit B?

2 A. Same answer. Did I not review this document.

3 Q. Okay. And Exhibit C, the Wells Fargo
4 Servicing Agreements and Wells Fargo Assignment
5 Agreements, same question?

6 A. I did not review those documents.

7 MS. HILL: Well, let me interject an objection
8 because I don't know what Exhibit C entails. It
9 seems to entail general agreements. And having no
10 idea what those agreements may or may not be, I
11 don't think that the question was properly framed
12 to allow for an answer because you haven't provided
13 Exhibit C.

14 MR. IMMEL: Okay.

15 BY MR. IMMEL:

16 A. I did not review the Pooling and Servicing
17 Agreement.

18 BY MR. IMMEL:

19 Q. Okay. And would you agree that the Pooling
20 and Servicing Agreements and your having reviewed them
21 in the past as an attorney, managing attorney, managing
22 partner, that they govern the corpus make-up of the
23 trust?

24 MS. HILL: Object to the form.

25 A. I'm not an expert in Pooling and Servicing

1 Agreements. My review is a general review. So I would
2 not be, in my opinion, qualified to answer that
3 question.

4 BY MR. IMMEL:

5 Q. Okay. But in your experience, you have
6 reviewed Pooling and Servicing Agreements in the past,
7 generally speaking?

8 A. Yes.

9 Q. Okay. What types of things within the Pooling
10 and Servicing in your general review would you have
11 ordinarily relied upon?

12 MS. HILL: Object to the form.

13 MR. GANO: Form.

14 MS. HILL: He didn't say relies or ordinarily
15 relies on anything.

16 BY MR. IMMEL:

17 Q. Or reviewed. Not necessarily relied upon. Or
18 reviewed.

19 A. For what purpose?

20 Q. During -- during your -- basically during your
21 experiences with Pooling and Servicing Agreements in the
22 past, whether that be through associate with Florida
23 Default Law Group, managing partner, managing associate,
24 what have you?

25 MR. GANO: I'm going to object. I'm a little

1 bit confused. Are you asking him what portions of
2 the Pooling and Servicing Agreement he relies upon
3 to review Pooling and Servicing Agreements? That
4 seems to be kind of what you're asking.

5 MR. IMMEL: What types of documents -- what
6 would -- well, what would be his limited --

7 BY MR. IMMEL:

8 Q. You previously stated that your review or --
9 your review, I guess, of the Pooling and Servicing
10 Agreements in the past would have been fairly general
11 and not extensive; is that correct?

12 A. Correct.

13 Q. Okay. And, generally speaking, what would
14 that general review consist of?

15 A. It would depend on the issue that drove me to
16 look at the Pooling and Servicing Agreement. And I
17 don't recall what those issues were. I would review
18 them and/or read them. It wasn't during the course of a
19 litigation. It was for my general knowledge.

20 Q. Okay. In -- on Page 6 of the Pooling and
21 Servicing Agreement ...

22 MS. HILL: Counselor, can I ask just for my
23 clarification, the excerpt that you've attached,
24 are these consecutive Page 1, 2 --

25 MR. IMMEL: Yeah.

1 MS. HILL: -- through 9.

2 MR. IMMEL: The first nine pages --

3 MS. HILL: Okay.

4 MR. IMMEL: -- if you go to the website where
5 I -- which is listed at the bottom of the page.

6 MS. HILL: Okay. I just wanted clarification,
7 that these are the first nine consecutive pages.
8 There weren't some pages in there that you --

9 MR. IMMEL: Yeah.

10 MS. HILL: -- failed to include --

11 MR. IMMEL: No, I didn't. This is first --

12 MS. HILL: -- and it's just printed in this
13 fashion.

14 MR. IMMEL: This is the first nine pages from
15 the website listed at the bottom of the document.

16 MS. HILL: Thank you.

17 BY MR. IMMEL:

18 Q. Section 2.01 deals with conveyance of mortgage
19 loans to issuing entity. Specifically, paragraphs --
20 well, subparagraph (b) and then if you look at basically
21 I through -- through VII or 7, deals with endorsements
22 of the note and assignment of a mortgage, if you want to
23 take a minute to review that.

24 A. Okay.

25 Q. Okay. Paragraph IV or 4 requires all

1 intervening assignments of the security instrument, if
2 applicable, and with evidence of recording thereon.
3 Do -- do you rely on any of the intervening assignments
4 in executing an Assignment of Mortgage? Or this
5 particular Assignment of Mortgage, would it have been
6 relied upon?

7 MR. GANO: I'll object on a couple of bases
8 here. One, asked and answered. Two, this section
9 seems to have specific terms used and you haven't
10 provided any kind of definition of what exactly is
11 meant by those specific terms because the section
12 that gives those definitions is Appendix A, which
13 hasn't been included as part of this exhibit.

14 MR. IMMEL: Right.

15 MR. GANO: So I think it would be speculation
16 for him to even assign any meaning to exactly what
17 some of these terms even mean as put in this
18 agreement.

19 MR. IMMEL: Okay.

20 BY MR. IMMEL:

21 Q. You can answer it to the best of your
22 abilities.

23 MS. HILL: Can you restate your question
24 because I'm not sure I understood.

25 BY MR. IMMEL:

1 Q. All intervening assignments, this is the only
2 Assignment of Mortgage, executed essentially years
3 after -- or a year after the closing date of the trust
4 as I've framed it. Pursuant to the Pooling and
5 Servicing Agreement, assignments of the note and
6 mortgage are required to be done prior to the closing.
7 Are you aware of whether or not there would be another
8 Assignment of Mortgage within the mortgage loan file?

9 MS. HILL: I'm going to object to the extent
10 that your question contains a number of
11 assumptions. And I have no idea if your
12 assumptions are correct. Your question also makes
13 assumptions regarding the meaning of Article 2,
14 Section B, Roman numeral IV, and I don't know if
15 the meaning you have attributed to this provision
16 is at all correct. And, thirdly, you've made an
17 assumption that the Assignment of Mortgage that
18 you've attached as Exhibit A is the only
19 assignment. And I don't know if that's true
20 either. So there's a lack of foundation on several
21 levels. And I think you're requiring the witness
22 to speculate. Your question may be asking him to
23 provide an opinion regarding the meaning of the
24 document. So, lastly, I don't really understand
25 your question.

1 MR. IMMEL: Okay.

2 BY MR. IMMEL:

3 Q. Do you understand?

4 A. No.

5 Q. All right. Are there other Assignments of
6 Mortgages that could have been executed that would be --
7 exist in the mortgage loan file --

8 MS. HILL: And --

9 BY MR. IMMEL:

10 Q. -- of the Pooling and Servicing Agreement?

11 MS. HILL: Let me object to the extent that I
12 don't know what you mean by mortgage loan file.
13 But this witness -- you have not established that
14 this witness has any knowledge and any basis for
15 any knowledge of what is contained in a mortgage
16 loan file. What mortgage loan file you're
17 referring to. So, again, it's an objection based
18 on lack of foundation and speculation.

19 MR. IMMEL: Okay.

20 BY MR. IMMEL:

21 Q. The mortgage loan file of the Pooling and
22 Servicing Agreement -- I'll restart. As
23 Attorney-In-Fact for Wells Fargo Bank, you were not
24 required to review for accuracy why this Assignment
25 should go to Citibank, to Citibank, N.A, as Indenture

1 Trustee BSARM 2007-2?

2 MR. GANO: I'm going to object to the form.

3 MS. HILL: Object to form. And it
4 mischaracterizes his testimony.

5 BY MR. IMMEL:

6 Q. Are you required to by the -- by the Power of
7 Attorney?

8 A. I'm required to make the -- make sure the
9 document's accurate.

10 Q. Okay.

11 A. Of course.

12 Q. Okay.

13 A. But the accuracy of the document isn't relying
14 upon the Pooling and Servicing Agreement, in my opinion.
15 It's relying upon title, the instructions I receive from
16 the client, and confirming that the note was previously
17 transferred to Citibank. And this mortgage is being
18 executed to demonstrate or to put everyone on notice --

19 MS. HILL: The assignment.

20 A. I'm sorry, the assignment is being executed,
21 to put everyone on notice that that transfer occurred.

22 BY MR. IMMEL:

23 Q. How do you confirm that the note was
24 transferred to Citibank?

25 A. Based on the fact that the -- by -- by virtue

1 of law, the mortgage follows the note.

2 Q. Right.

3 A. I received instructions, Limited Power of
4 Attorney, from my client with the services that we
5 provide to them allows me to sign the document where
6 through the communication from my client, it's
7 determined who is the current note holder, and then by
8 reviewing title, I see a gap in title as to the record
9 title holder.

10 Q. Okay.

11 A. That Power of Attorney allows me to execute
12 the Assignment to reflect the transfer of that note.

13 Q. Okay. So the only thing you rely upon to
14 determine that the note was transferred to Citibank
15 would be the -- basically the instructions from the
16 client or would there be other information you would
17 rely upon?

18 A. It's fair to say it would be from the -- the
19 information that we receive from our client to determine
20 who the note was transferred, yes. Transferred to.

21 Q. Okay. Going back to Exhibit C real quickly,
22 Section 2.02(a) and --

23 MR. GANO: Is that on Page 7?

24 MR. IMMEL: Page 7.

25 BY MR. IMMEL:

1 Q. (a) and (b), if you take a second to read
2 through that. There is a requirement that an initial
3 certification be completed within a certain time frame,
4 and later a final certification be completed within a
5 certain time frame. Would either of those
6 certifications be something that you would ever rely
7 upon?

8 MR. GANO: Asked and answered.

9 MS. HILL: Well, I'll object to the form.
10 Asked and answered. And, again, you really want
11 the witness to sit here and read these sections (a)
12 and (b), he can do so before answering the
13 question. You have characterized what
14 Section 2.02(a) and (b) are. I haven't read these
15 sections, so I don't know if your characterization
16 is appropriate, but I would say that the document
17 speaks for itself as to what is required and what
18 is not required. Again, he's told you what he's
19 relied upon. If you're asking him if he's relied
20 upon any certifications in the process of executing
21 his Assignment of Mortgage, if that's your
22 question, that is a simpler question and I think he
23 can answer that.

24 MR. IMMEL: Okay.

25 BY MR. IMMEL:

1 Q. Would you be able to provide what you relied
2 upon in response to a request for production, a
3 subsequent request for production?

4 MR. GANO: Well, I'll object that --

5 MR. IMMEL: Assuming there is no privilege,
6 obviously. There would be, you know, the
7 appropriate objections if they exist.

8 BY MR. IMMEL:

9 Q. But in your capacity as Attorney-In-Fact, can
10 you provide -- could Wells Fargo provide what you relied
11 upon?

12 MS. HILL: Could Wells Fargo provide it? I
13 think that that question needs to go to Wells Fargo
14 and not Ron Wolfe.

15 BY MR. IMMEL:

16 Q. In your capacity as Attorney-In-Fact, do you
17 know if Wells Fargo could provide the documents that
18 they would have provided for you to rely upon?

19 A. I think you need to ask Wells Fargo.

20 MS. HILL: Object to form.

21 A. I mean, I can provide you the documents that I
22 relied on to show you that I have the authority to sign
23 this document.

24 BY MR. IMMEL:

25 Q. Okay.

1 A. I certainly can provide that to you.

2 Q. Okay.

3 A. But I can't speak for Wells because I don't
4 represent Wells and I'm not a Wells employee.

5 Q. And what about the documents that Wells Fargo
6 provided to you to execute this Assignment?

7 MR. GANO: Again, I'm going to interpose the
8 objection that it's not his privilege to waive.
9 It's our privileged document, so I don't think he
10 can respond by saying, yes, he can or can't provide
11 certain documents. But aside from that, I guess
12 he's free to answer the question.

13 A. Well, again, you seem to be restating the
14 previous question, which is I can, as an individual,
15 provide you the authorizing document to sign this
16 Assignment of Mortgage.

17 BY MR. IMMEL:

18 Q. Okay.

19 A. And with whatever limitations are necessary by
20 Wells' lawyer, I can certainly provide you any
21 information you need to clarify how that internal
22 communication regarding the title completion and what it
23 reflected, can provide that to you.

24 MS. HILL: Well, I would say that that
25 request, if I'm understanding it correctly, needs

1 to go to Florida Default Law Group perhaps, not to
2 Ron Wolfe, individually. If I'm understanding your
3 question, you're wanting to know what
4 documentation --

5 MR. IMMEL: Simply --

6 MS. HILL: -- Florida Default Law Group has --

7 MR. IMMEL: No.

8 MS. HILL: -- in regards to the preparation of
9 the Assignment?

10 MR. IMMEL: No. What I would be asking to be
11 produced would be from nonparty Wells Fargo Bank
12 that they provided to Ron Wolfe, as
13 Attorney-In-Fact to execute this Assignment of
14 Mortgage if -- I mean, unless -- unless the only
15 information that you came across was not in your
16 capacity as Attorney-In-Fact, the only information
17 relied upon is the Power of Attorney and all
18 information -- substantive information is received
19 in no way in your capacity as Attorney-In-Fact,
20 then I suppose that it would have to go to Florida
21 Default Law Group.

22 MR. GANO: Well, I think he's already made it
23 clear he hasn't received any additional
24 documentation or information based upon his
25 capacity as Attorney-In-Fact, so I think any

1 documentation that he reviewed would simply be the
2 same documentation available to anybody that would
3 have been reviewing the file.

4 BY MR. IMMEL:

5 Q. So then essentially this was executed in your
6 capacity as attorney for Wells Fargo Bank?

7 MS. HILL: Attorney-In-Fact pursuant to a
8 Limited Power of Attorney.

9 A. Exactly right.

10 BY MR. IMMEL:

11 Q. Okay. I'd like to show you Composite
12 Exhibit D, which is the Affidavit of Reasonable
13 Attorney's Fees and Affidavit of Plaintiff's Counsel as
14 to Attorney's Fees and Costs.

15 (Composite Exhibit D was marked for
16 identification.)

17 MS. HILL: And those are documents, Counselor,
18 that were filed in the Citibank versus [REDACTED]
19 foreclosure action, correct?

20 MR. IMMEL: Yes. The same action as this
21 Assignment of Mortgage.

22 BY MR. IMMEL:

23 Q. Turning, I guess, to the fourth page --

24 MS. HILL: And this -- I'm sorry. Just for
25 the record so we're all on the same page, the first

1 page is a notice of filing, correct?

2 MR. IMMEL: Yes.

3 MS. HILL: And the page that is behind that is
4 titled Affidavit of Plaintiff's Counsel as to
5 Attorney's Fees and Costs?

6 MR. IMMEL: Correct.

7 MS. HILL: All right. And then that document
8 consists of four total pages. And you're referring
9 the witness to the third page of that document?

10 MR. IMMEL: Correct.

11 BY MR. IMMEL:

12 Q. And specifically to the section of costs. The
13 title charges here are a title search fee of \$175 and a
14 title examination fee of \$150. Executing the Assignment
15 of Mortgage in this case, where would that cost be
16 reflected or what would that cost be attributed to or
17 contained within?

18 MS. HILL: Okay. I'm sorry. I don't
19 understand your question. Are you asking whether
20 or not a cost for executing the Assignment of
21 Mortgage is included in what is identified as the
22 cost for title charges?

23 BY MR. IMMEL:

24 Q. Would it be one of the costs for the title
25 search fee or the title examination fee?

1 MS. HILL: Okay. I think the question assumes
2 that there is a cost for executing an Assignment of
3 Mortgage. And so you're assuming evidence that is
4 not in the record in this case.

5 BY MR. IMMEL:

6 Q. Is there a cost for executing the Assignment
7 of Mortgage?

8 A. You're confusing several issues. One, the
9 Assignment of Mortgage is a service provided to our
10 clients in certain situations. That would be a fee
11 charged to the firm client.

12 Q. Okay.

13 A. Now, I don't know if a fee was charged in this
14 case. I don't know. That would go to my retention
15 agreement with my client.

16 Q. Okay.

17 A. What you're referring to and miscategorizing
18 or making an assumption is that the cost associated with
19 the search and examination of the title, the underlining
20 foreclosure title that is charged by New House Title,
21 somehow incorporates a fee that my firm charges to the
22 client. And, again, this is me as -- in my capacity,
23 not as the individual lawyer that assigned this, but
24 just as my managing partner capacity.

25 Q. Okay.

1 A. That's not a correct assumption.

2 Q. All right. So there would -- so there is no
3 cost within the title search fee or title examination
4 fee for the Assignment of Mortgage?

5 A. There's no cost for the Assignment of
6 Mortgage, correct.

7 Q. Okay. So the -- I guess as it's a service to
8 your client, the cost would be part of the attorney's
9 fees for executing the Assignment of Mortgage?

10 MR. GANO: I'll object to form.

11 MS. HILL: Object to the form. I think he
12 just said there's no cost for executing the
13 Assignment of Mortgage, so mischaracterizes his
14 testimony.

15 A. What I said is there was a fee. And, again,
16 that goes to my retention agreement with my client on if
17 the client has -- if there's a fee associated with --
18 with the generation of a drafting of this legal
19 document. There is no fee paid for due to the Limited
20 Power of Attorney. There's no additional charge or
21 compensation --

22 BY MR. IMMEL:

23 Q. Okay.

24 A. -- for that.

25 Q. So would the fee for executing Assignments of

1 Mortgage be included within the attorney's fees?

2 A. Again --

3 MS. HILL: He just testified -- I'm sorry.

4 Objection. Asked and answered. He just testified
5 there is no fee for executing an Assignment of
6 Mortgage. So if there's no fee, it's not included
7 anywhere.

8 BY MR. IMMEL:

9 Q. So the Assignment of Mortgages that are
10 executed are free?

11 MR. GANO: Object to form.

12 MS. HILL: Object to form.

13 A. Assignments of Mortgages are drafted as a
14 document.

15 BY MR. IMMEL:

16 Q. Right.

17 A. Those Assignments then will be sent to our
18 clients to execute in some instances, and in other
19 instances where we have the proper authorization, we may
20 execute those on behalf of our client in our scope as
21 Limited Power of Attorney. The drafting of the
22 assignment is the fee that's charged.

23 Q. Okay.

24 A. The -- I want to be very clear on this. There
25 is no fee charge, cost associated with the execution --

1 Q. Okay.

2 A. -- of the documents or the utilization of the
3 Limited Power of Attorney.

4 Q. Okay. And that would be a normal fee
5 contained within the portion of uncontested flat rate
6 attorney's fees?

7 MS. HILL: What would be?

8 BY MR. IMMEL:

9 Q. The creation of the Assignment. Not the
10 execution. Simply the creation and preparation.

11 A. We're going over into my retention agreement
12 with -- with my clients and that would be a case-by-case
13 situation. If the --

14 MS. HILL: And you're also asking him based
15 again on his capacity as a managing partner and
16 he's not been noticed in that capacity. He was
17 noticed here as an individual and as the
18 Attorney-In-Fact, Limited Power of Attorney to
19 execute Exhibit A. You're now asking him about an
20 Affidavit of Attorney's Fees and Costs filed in
21 this case and executed by attorney Jane Spanolios,
22 if I pronounced that correctly. And if you want to
23 ask questions about this affidavit, I would suggest
24 that the proper person to ask is the person who
25 executed the affidavit.

1 MR. IMMEL: Okay. Well, generally speaking,
2 I -- within his individual capacity, he's got
3 personal knowledge of these different things, so, I
4 mean, to the extent that the fees are associated
5 with the Assignment of Mortgage and how they're
6 executed, depending on which hat he's wearing, it's
7 very relevant, in my opinion, so --

8 MS. HILL: He answered those questions for
9 you.

10 MR. IMMEL: Right.

11 BY MR. IMMEL:

12 Q. You referred to your individual retainer
13 agreements with your client as how that fee would be
14 established for preparation of an Assignment of
15 Mortgage.

16 MS. HILL: Let me -- I'm sorry. Object. And
17 make clear that I don't believe Mr. Wolfe,
18 individually, testified that he individually has
19 retainer agreements with his clients.

20 MR. IMMEL: Not him individually. But in --

21 MS. HILL: Well, you said you, so I'm just
22 going based on your question.

23 MR. IMMEL: That he's -- that those -- that --
24 to his knowledge, his personal knowledge, it would
25 depend on the retainer agreement between Florida

1 Default Law Group and the clients. Okay.

2 BY MR. IMMEL:

3 Q. Do -- to your knowledge, did the retainer
4 agreements between Florida Default Law Group and their
5 attorneys defer from one client to another?

6 MS. HILL: Objection. You're asking him a
7 question about -- that's not within his scope of
8 his testimony today. He's not been set or noticed
9 as a representative of Florida Default Law Group.
10 And more to the point, he's not been noticed as a
11 representative of Florida Default Law Group to
12 testify about Florida Default Law Group's retainer
13 agreements with its clients.

14 MR. IMMEL: He has personal knowledge
15 regarding --

16 MS. HILL: He has personal knowledge of what
17 happened in the election yesterday --

18 MR. IMMEL: Okay.

19 MS. HILL: -- or two days ago, but he's --

20 MR. IMMEL: Right.

21 MS. HILL: -- not going to testify about that
22 either. I'm sorry, Counselor. I know that you
23 want this to be a corporate representative
24 deposition and it's not.

25 MR. IMMEL: I can ask about the personal

1 knowledge that he has, so that's what I'm doing.
2 To the extent that he's able to answer, if you
3 object that it's irrelevant in his capacity, your
4 objection's noted.

5 MS. HILL: It's not irrelevant. It's a lack
6 of appropriate foundation for this deposition. If
7 you want to a corporate representative deposition,
8 then you notice it as such. You set forth in the
9 deposition notice the areas in which you intend to
10 inquire; thereby, giving the entity in this case,
11 Florida Default Law Group, the opportunity to bring
12 forth the corporate officials that have the most
13 knowledge about those areas. You have not done any
14 of that here. You've simply noticed Mr. Wolfe in
15 his capacity as individually and as the person who
16 executed an Assignment of Mortgage. Now, you're
17 asking, which is beyond relevant to this
18 proceeding, what might or might not be in retainer
19 agreements between the law firm of Florida Default
20 Law Group and his client. I would submit and I'm
21 guessing Mr. Gano is going to object that those
22 retainer agreements are privileged attorney/client
23 agreements between the law firm and their clients.
24 But now you're asking this witness who has been
25 noticed individually to testify about retainer

1 agreements between Florida Default Law Group and
2 its clients. That is wholly improper and wholly
3 inappropriate and so beyond the scope of this
4 deposition. And on top of that, I don't see what
5 relevance whatsoever it has to the execution of
6 this Assignment of Mortgage. So if you want to
7 continue on down that line, that's fine. We'll get
8 the judge on the phone.

9 MR. IMMEL: Well --

10 MS. HILL: I'm going to instruct him not to
11 answer.

12 MR. IMMEL: You're instructing him not to
13 answer?

14 MS. HILL: Yes.

15 MR. IMMEL: Okay. That's fine. We can -- if
16 you're going to instruct him not to answer --

17 BY MR. IMMEL:

18 Q. Are you choosing not to answer based on your
19 attorney's instructions?

20 A. Yes.

21 Q. Okay. If you'd turn to the Amended Affidavit
22 as to Reasonable Attorney's Fees.

23 MR. GANO: Are you talking about Exhibit D?

24 BY MR. IMMEL:

25 Q. Which is the second affidavit contained in

1 Composite Exhibit D, titled Amended Affidavit as to
2 Reasonable Attorney's Fees.

3 This affidavit is signed by Lisa Cullaro and
4 Erin Cullaro. It lists numerous criteria for how
5 they -- how Lisa Cullaro came to her conclusion that the
6 reasonable attorney's fees and paralegal fee is \$2941.
7 Ms. Cullaro states that she's not reviewed specific
8 time-keeping records for the initial services performed
9 before the file became contested. Would the Assignment
10 of Mortgage in this case be something that would be --
11 would have been done before the case became contested?

12 MR. GANO: Object to form.

13 MS. HILL: Object to form.

14 A. I didn't review the case. I don't know when
15 it became contested. So I would be speculating on what
16 that means. But Assignment was executed on
17 October 13th. And I believe we received the case on
18 September of the same year, September '08, Assignment
19 was executed on October of '08, so within the month, if
20 the case became contested ...

21 BY MR. IMMEL:

22 Q. Okay. Okay. Do you personally know Lisa or
23 Erin Cullaro?

24 A. I do.

25 Q. You do. Okay. And as I'm sure you're aware,

1 we've sought to take the depositions of Lisa and Erin
2 Cullaro in numerous cases and those affidavits were
3 withdrawn. Are you familiar with that issue within this
4 case?

5 MS. HILL: I'm sorry. Are you asking this
6 witness as to what -- what transpired in this
7 particular case, this foreclosure case?

8 MR. IMMEL: Yes. Based on his personal
9 involvement.

10 MS. HILL: Okay. Then objection. You're
11 assuming facts that have not been established.
12 You're mischaracterizing his testimony. As far as
13 I can tell, the only fact that you've established
14 regarding his personal involvement is the
15 Assignment of Mortgage that is Exhibit A. And
16 whether that's a part of this file or not a part of
17 this file are two different issues. But you have
18 not established that Mr. Wolfe individually has
19 served as an attorney with respect to the
20 prosecution of this foreclosure action, and so
21 asking him questions as to what may or may not have
22 transpired as part of the prosecution of this
23 foreclosure action is improper.

24 MR. IMMEL: Okay.

25 BY MR. IMMEL:

1 Q. Do you have any personal knowledge regarding
2 the withdrawal of affidavits signed by Lisa Cullaro and
3 notarized by Erin Cullaro?

4 MS. HILL: Again, I'm going to assume that
5 what you just stated is a fact. I don't know if
6 that's a fact that's true or not true. And I'm
7 assuming you mean it as with respect to the
8 Citibank versus [REDACTED] case. Is that correct,
9 Counselor?

10 MR. IMMEL: With respect to this case or any
11 cases regarding Lisa and Erin Cullaro. I'm asking
12 if he has any personal knowledge regarding
13 withdrawal of affidavits signed by Lisa Cullaro and
14 Erin Cullaro.

15 MS. HILL: Any case?

16 MR. IMMEL: Whether in this case.

17 MS. HILL: Ever?

18 MR. IMMEL: Or any of the cases where we are
19 opposing counsel.

20 MS. HILL: And this is where you're asking Ron
21 Wolfe, individually?

22 MR. IMMEL: Individually, based on his
23 individual involvement.

24 MS. HILL: His individual involvement in what?
25 That's what I'm confused about.

1 MR. IMMEL: On whether or not to withdraw the
2 affidavits.

3 MS. HILL: Was Mr. Wolfe personally involved
4 in any decision to withdraw an affidavit? Well, I
5 would say that you're now asking Mr. Wolfe to
6 provide you with information that might otherwise
7 be work product of the lawyers involved in whatever
8 decision making occurs with a withdrawal of an
9 affidavit, so why are you entitled to work product
10 information?

11 MR. IMMEL: I'm not asking for the basis of
12 the withdrawal. I'm asking if he was involved in
13 the decision. That's not work product, that he
14 made the decision or another attorney made the
15 decision. So, I mean, I suppose if you have an
16 objection or if you are instructing him not to --

17 MS. HILL: Okay. Let me first ask: Was this
18 affidavit withdrawn in this case? I don't even
19 know.

20 BY MR. IMMEL:

21 Q. Are you aware whether this affidavit was
22 withdrawn in this case?

23 A. No.

24 Q. Are you aware whether affidavits signed by
25 Lisa and Erin Cullaro have been withdrawn in any cases?

1 MS. HILL: I'm going to object to the form.
2 Again, it appears that you're asking him questions
3 about what happens in other cases. And then in
4 that respect, you're asking him a question as I
5 suppose a person with most knowledge regarding the
6 events that occurred in other cases, which would be
7 again a corporate representative deposition, if
8 that's even appropriate, so I'm going to instruct
9 him not to answer. You've gone so far beyond the
10 scope of this deposition and why this person is
11 here, so you're going to -- we're going to have to
12 go to the judge on that.

13 BY MR. IMMEL:

14 Q. Are you choosing not to answer that you have
15 any personal knowledge as to whether or not affidavits
16 have been withdrawn by Lisa and Erin Cullaro?

17 A. Yes.

18 Q. You have no personal knowledge that --

19 A. I'm refusing to answer.

20 Q. You're refusing to answer. Okay. Did you
21 ever discuss having their depositions taken with either
22 Lisa or Erin Cullaro?

23 MS. HILL: Same objection. Same instruction.

24 BY MR. IMMEL:

25 Q. And are you choosing not to answer based on

1 your attorney's instructions?

2 A. Yes, I am choosing not to answer.

3 Q. Okay. Did you ever instruct Lisa Cullaro or
4 Erin Cullaro that Florida Default Law Group would
5 aggressively defend having their depositions taken in
6 this case or any other cases?

7 MS. HILL: Same objection. Same instruction.

8 BY MR. IMMEL:

9 Q. Are you choosing not to answer as to whether
10 or not you have any personal knowledge regarding the
11 Cullaro deposition, Lisa Cullaro or Erin Cullaro's
12 deposition based on your attorney's recommendation?

13 MS. HILL: That's a different question. But
14 to that question, it's the same objection and the
15 same answer.

16 A. I have --

17 MS. HILL: I mean, the same objection and the
18 same instruction.

19 A. Yes. I'm not going to answer. I have no idea
20 what -- what deposition of Lisa Cullaro you're
21 referencing.

22 BY MR. IMMEL:

23 Q. Do you -- do you have any personal knowledge
24 that our office has sought the deposition of Lisa
25 Cullaro or Erin Cullaro?

1 MS. HILL: Objection. Same objection. Same
2 instruction.

3 BY MR. IMMEL:

4 Q. Are you choosing --

5 MR. IMMEL: What is your objection again?

6 MS. HILL: You want me to run through that? I
7 mean, I can have the court reporter read it back.
8 It's the same objection.

9 MR. IMMEL: Your objection is that he has no
10 personal knowledge?

11 MS. HILL: Let me ask you this, why is it that
12 you're in the scope of a deposition asking about
13 what appears to have been a strategy that either
14 did or did not happen, maybe with or without or
15 outside this particular foreclosure. Why is that
16 the proper scope of a deposition of an individual
17 who signed an Assignment of Mortgage?

18 MR. IMMEL: Well, we didn't just seek his
19 deposition based on a signed -- an Assignment of
20 Mortgage. We also sought in his individual
21 capacity. Does he have individual knowledge
22 regarding their depositions? And if he does, if
23 you don't want him to answer, then --

24 MS. HILL: Individual knowledge regarding the
25 depositions? I don't know that -- he said he -- I

1 believe his testimony was he doesn't.

2 MR. IMMEL: I don't think that was his
3 testimony.

4 MS. HILL: You haven't said what deposition.
5 I have no idea what deposition you're talking
6 about.

7 MR. IMMEL: There have been roughly over 20
8 with our office.

9 BY MR. IMMEL:

10 Q. And do you have any personal knowledge?

11 MS. HILL: Okay.

12 MR. IMMEL: I'll ask it again.

13 MS. HILL: You can go ahead and ask it, but
14 any questions regarding anything to do with Lisa or
15 Erin and their depositions, their affidavits and
16 any decision or any strategy that may have been
17 adopted by the particular lawyer in any particular
18 case regarding Ms. Lisa Cullaro or Erin Cullaro are
19 not the proper scope of this deposition. This
20 witness was -- or this deposition was not noticed
21 as providing a representative with the most
22 knowledge regarding any issues concerning Lisa or
23 Erin Cullaro. And as I stated earlier, that he was
24 not noticed for that purpose, and I'm going to
25 instruct him not to answer those questions, and I

1 hope I don't have to keep repeating that
2 instruction. I can just say same objection and
3 same instruction and we'll both understand what
4 that means.

5 MR. IMMEL: So you're saying that he -- I'm
6 asking what personal knowledge he has. Are you
7 objecting that he's not able to answer what
8 personal knowledge he has? If you're -- it's up to
9 you, I mean.

10 MS. HILL: You know, I guess he personally --
11 he said he personally knows Lisa and Erin and --

12 MR. IMMEL: Right.

13 MS. HILL: -- beyond that, I don't really
14 understand what you're asking him. I mean, all I
15 can say is, Counselor, it appears that your office
16 has an issue with some sort of strategy that's been
17 taken or not taken with respect to depositions of
18 Lisa Cullaro and Erin Cullaro, and you're not happy
19 with that issue, and it seems to me that if there's
20 a Motion to Compel pending or some sort of other
21 motion that you want to bring because you're not
22 happy with that, then that needs to be brought
23 before the Court with the appropriate people
24 involved. I don't know. I'm assuming based on
25 this affidavit that Lisa Cullaro is not employed

1 with Florida Default Law Group as of January 29th,
2 2009. I don't know if Ms. Erin Cullaro was
3 employed. But whatever position these individuals
4 or other individuals took with respect to whether a
5 deposition should go forward or not go forward has
6 to do with the attorneys and the parties in that
7 matter. And just asking this witness because you
8 have him before you who happens to be an attorney
9 in the law firm whether he knows what's going on is
10 improper.

11 MR. IMMEL: It's based on his personal
12 knowledge.

13 BY MR. IMMEL:

14 Q. Are you choosing not to answer?

15 A. I will let you know that I know that your
16 office has deposed Lisa and Erin. And that's the extent
17 of my response.

18 Q. Okay. Well, we've sought the deposition, but
19 we haven't actually taken the deposition yet.

20 A. Shows you how much I know about what your
21 office has done with Lisa and Erin because they're not
22 employees of my firm.

23 Q. Okay. But you did previously state that you
24 do know Lisa Cullaro and Erin Cullaro. Is Erin Cullaro
25 employed by Florida Default Law Group?

1 A. No.

2 Q. No. And are you aware of the Attorney
3 General's investigation of Erin Cullaro? Personally,
4 are you aware?

5 A. That they've opened an investigation into
6 Erin, no.

7 Q. No. Okay. And so you have no personal
8 knowledge regarding the depositions we've sought of Lisa
9 and Erin Cullaro?

10 MR. GANO: Asked and answered.

11 A. Again, I know that you've sought them.

12 BY MR. IMMEL:

13 Q. Okay.

14 MR. IMMEL: I believe that this is Exhibit E.
15 (Exhibit E was marked for identification.)

16 MS. HILL: Counsel, I see that we're going
17 close to 1:00. At some point, we're going to need
18 to take a lunch break and I know you've got another
19 deposition set for 2:00.

20 MR. IMMEL: Right.

21 MS. HILL: How do you want to proceed?

22 MR. IMMEL: I guess we can continue. And, you
23 know, it's up to you, I guess. I can continue.

24 MR. GANO: How much longer do you anticipate
25 this is going to take?

1 MR. IMMEL: I don't think it will take that
2 much longer. I hope. I mean, it depends on
3 objections.

4 MS. HILL: I don't know what you're meaning of
5 "that much longer" is.

6 MR. GANO: Yeah. What do you mean? Are you
7 talking about 15 minutes? Half-hour?

8 MS. HILL: If we're going to go much beyond a
9 half-hour, then I think it would be appropriate to
10 take a lunch break. This is really not an
11 endurance contest.

12 MR. IMMEL: Okay.

13 MS. HILL: And my stomach is growling.

14 MR. IMMEL: Okay. Let me finish up on the
15 issues since we're -- we've been discussing the
16 Cullaros. And then we can take a break. And if we
17 need to resume, we can. If not, then we'll be
18 done. Is that acceptable?

19 MS. HILL: Certainly.

20 BY MR. IMMEL:

21 Q. Exhibit E is a string of e-mails basically
22 regarding our attempts to take the deposition of Erin
23 and Lisa Cullaro in another Florida Default Law Group
24 matter.

25 MR. GANO: So let me clarify, this is an

1 e-mail string that's not related to the case at
2 hand?

3 MR. IMMEL: To this particular case, no.

4 MS. HILL: Well, on that basis, I'm going to
5 object to any questions whatsoever based on --

6 MR. IMMEL: Okay.

7 MS. HILL: -- this exchange of e-mails.

8 MR. IMMEL: Okay.

9 MS. HILL: I'm also quickly going through
10 them, and so far I don't even see that Mr. Wolfe
11 has been made a party --

12 BY MR. IMMEL:

13 Q. Would you please state --

14 MS. HILL: -- as either a sender or a
15 recipient of these e-mails.

16 MR. IMMEL: Okay.

17 BY MR. IMMEL:

18 Q. Could you please state your e-mail address for
19 the record?

20 A. My e-mail address is rwolfe@defaultlawfl.com.

21 Q. Okay. If you'd turn to the third page, on the
22 line cc, an e-mail from Lisa Cullaro, where it's cc'd to
23 Erin Cullaro and rwolfe@defaultlawflorida.com. Is that
24 your e-mail address?

25 A. Yes.

1 Q. Okay. In this e-mail, it discusses that Lisa
2 was under the impression that you had informed her that
3 any fees associated with defense of discovery motions
4 upon them would ultimately be paid by the defendant, and
5 it was your desire to pursue an aggressive course of
6 action on these types of issues. Do you recall this
7 e-mail?

8 MS. HILL: I'm going to object to the extent
9 that the e-mail speaks for itself.

10 BY MR. IMMEL:

11 Q. And do you recall the e-mail? I'm sorry. I
12 didn't get your answer.

13 A. I don't recall the e-mail, no.

14 Q. Do you remember -- or do you recall any
15 conversations with Lisa Cullaro to this effect?

16 A. To which effect?

17 Q. To the effect that it was your intention to
18 aggressively defend any discovery regarding their
19 depositions.

20 A. The conversation was I would expect anyone to
21 be deposed -- or that's being deposed to defend the
22 deposition. And this miscategorizes, or at least
23 quickly reviewing this, when I say that the defendants,
24 it's whomever is defending the deposition and the
25 subject of that deposition will cover their own

1 attorney's fees.

2 Q. Okay. So do you recall having conversations
3 with Lisa Cullaro regarding her deposition being taken
4 by our firm?

5 A. It -- yes.

6 Q. Okay.

7 A. I never said I didn't recall the conversation.
8 I just didn't understand why it was being asked of me
9 based on the case that we're here for.

10 Q. Okay. And it also -- on the next page, it
11 says that it was Lisa's understanding that Ron, which I
12 would believe --

13 A. Yep. That's me.

14 Q. -- means you.

15 A. Absolutely.

16 Q. Was to make the final decision regarding their
17 depositions so that a cohesive front could be
18 maintained; is that correct?

19 A. That's what the e-mail says.

20 Q. Yes. Do you recall that conversation?

21 A. Again, the conversation with Lisa and Erin
22 both was my suggestion and my requirement that they
23 obtain independent counsel, which they have, to defend
24 their deposition, as I would expect any of our vendors
25 to defend their deposition. Again, they're not

1 employees of FDLG.

2 Q. Okay.

3 A. So I would not seek to defend their
4 depositions.

5 Q. Okay. And it was -- did they request that you
6 withdraw these affidavits?

7 MS. HILL: Objection to form. Same objection
8 as before. I don't even know what "these
9 affidavits" means.

10 MR. IMMEL: The Affidavits of Indebtedness
11 filed by Lisa and Erin -- or signed by Lisa Cullaro
12 and notarized by Erin Cullaro.

13 MS. HILL: Okay. I don't know --

14 MR. GANO: I object because there are no
15 Affidavits of Indebtedness executed by them.

16 MR. IMMEL: Not Affidavit of Indebtedness.
17 Affidavit of Reasonable Attorney's Fees.

18 MS. HILL: Again, you're referring to just
19 "these affidavits." And, again, without knowing
20 exactly what affidavits you're talking about, I
21 think that's an inappropriate question. Lack of
22 foundation. And it almost sounds like it's
23 requiring speculation, but I lost track of the
24 question.

25 A. Again, I -- I don't know as far as the

1 strategy used, it wasn't my -- I can't even recall the
2 conversations we had regarding the strategies used in
3 these situations.

4 BY MR. IMMEL:

5 Q. All right.

6 A. So I certainly didn't instruct, nor did Erin
7 and Lisa instruct our office to do anything.

8 Q. Okay. You do then have personal knowledge
9 that numerous affidavits signed by Lisa Cullaro and
10 notarized by Erin Cullaro have been withdrawn then?

11 MS. HILL: Object to the form. He just said
12 that he didn't instruct Lisa Cullaro or Erin
13 Cullaro to do anything.

14 MR. IMMEL: That's not what I asked. I asked
15 if he had personal knowledge that they -- that some
16 of the affidavits had been withdrawn.

17 MR. GANO: That's already been asked and
18 answered.

19 MS. HILL: I think whatever happened in a case
20 with respect to the withdrawal of an affidavit, it
21 speaks for itself. If an affidavit has been
22 withdrawn, it speaks for itself.

23 BY MR. IMMEL:

24 Q. Do you have personal knowledge as to how Lisa
25 Cullaro would be paid as an expert for executing these

1 affidavits?

2 MS. HILL: Objection. That's a question that
3 needs to be directed to an appropriate
4 representative of Florida Default Law Group
5 pursuant to an appropriate notice. Objection.
6 Instruction not to answer.

7 A. I'm not going to answer.

8 BY MR. IMMEL:

9 Q. You're not going to answer based on your
10 attorney's instructions?

11 A. Correct.

12 Q. Okay. In regards to Erin Cullaro, do you have
13 any personal knowledge as to how -- or whether she was
14 paid to notarize the Affidavits of Reasonable Attorney's
15 Fees?

16 MS. HILL: Same objection. Same instruction.

17 A. Again, I'm not going to answer.

18 BY MR. IMMEL:

19 Q. Based on your attorney's instructions?

20 A. Correct.

21 Q. Okay. In your experience as an attorney,
22 managing attorney, managing partner with Florida Default
23 Law Group, are you aware of any policy regarding the
24 attachments of records, attorney's fees or -- well,
25 records, receipts, to affidavits filed in support of

1 summary judgment?

2 MR. GANO: Object to form.

3 MS. HILL: Object to form. Are you asking
4 him -- I'm sorry. Object to the form. I don't
5 understand the question.

6 A. Am I aware of the policies?

7 BY MR. IMMEL:

8 Q. Yes.

9 A. I'm aware of our firm policies, yes.

10 Q. Okay. And what are your firm policies
11 regarding affidavits filed or regarding attachment of
12 documents to affidavits of -- filed in support of
13 summary judgment?

14 MS. HILL: Objection. That is a question that
15 should be directed to an appropriately-noticed
16 corporate representative deposition. Instruct the
17 witness not to answer.

18 BY MR. IMMEL:

19 Q. To the extent that you have -- to the extent
20 of his personal knowledge, he's able to answer.

21 MS. HILL: Objection. Same objection. Same
22 instruction.

23 BY MR. IMMEL:

24 Q. Are you choosing not to answer based on your
25 attorney?

1 A. Correct. Yes. I'm choosing not to answer.

2 MR. GANO: I'd also object to the form. There
3 are multiple types of affidavits that can be filed
4 in a case.

5 MR. IMMEL: Right. I had limited it to
6 affidavits filed in support of motions for summary
7 judgment. Typically --

8 MR. GANO: Again, that's --

9 MR. IMMEL: I'll narrow it down to affidavits
10 of plaintiff's counsel as to attorney's fees and
11 costs and affidavits of amounts due and owing or
12 affidavits of indebtedness.

13 BY MR. IMMEL:

14 Q. Do you have personal knowledge regarding the
15 firm's policy on those types of records being attached?

16 A. Again, do I have knowledge on that? Sure.

17 Q. Okay.

18 A. Am I prepared to discuss that with you today,
19 absolutely not. And based on the advice that I've been
20 provided by my lawyer, which has been stated on the
21 record several times, I'm not going to answer.

22 Q. Okay. Are you familiar with the requirement
23 that sworn to or certified copies or portions thereof of
24 documents referred to in affidavit be attached to
25 motions for -- to affidavits filed in support of motion

1 for summary judgment?

2 MR. GANO: Object to the form.

3 MS. HILL: Object to the form. Are you asking
4 this person if he's aware of the requirement for
5 submitting summary judgment motions?

6 MR. IMMEL: Affidavits in support of summary
7 judgment.

8 MS. HILL: Again, what specific requirements
9 are you referring to?

10 MR. IMMEL: The attachment of documents
11 referred to within the affidavit.

12 MS. HILL: And are you referring to a specific
13 rule or statute or are you referring to a case?

14 MR. IMMEL: Pursuant to 1.510(b).

15 MS. HILL: And the question is: Is Mr. Wolfe,
16 as an attorney, familiar with Rule 1.510(e), is
17 that the one?

18 MR. IMMEL: Not if he's familiar with the
19 rule, but -- well, all right. Sure.

20 MS. HILL: Requirements set forth in the rule?

21 MR. IMMEL: Is he familiar with the
22 requirements set forth in the rule. Sure.

23 A. I haven't read the rule.

24 BY MR. IMMEL:

25 Q. Haven't read the rule.

1 A. I mean, recently.

2 Q. Recently. Okay. All right. I'll -- I've got
3 a copy of the rule here for you real quick.

4 MR. IMMEL: Unless you want to take a break
5 for lunch and then we can return for a few minutes
6 or --

7 MS. HILL: I'm going to start making a lot of
8 objections if you're going to start asking him
9 about his personal knowledge of the Florida Rules
10 of Civil Procedure, Counselor. I'm going to tell
11 you that right now. And it seems to me that you're
12 now trying to take a random, general deposition
13 regarding perhaps a motion for summary judgment and
14 the supporting documents that may or may not have
15 been filed in any foreclosure case. And what I
16 would say to you, and what I would argue to the
17 judge when we go before her, is that if you have a
18 question about an affidavit or any documents that
19 have been made part of a motion for summary
20 judgment, then the appropriate thing to do is to in
21 that case question the witness or witnesses that
22 submitted those affidavits or --

23 MR. IMMEL: Right.

24 MS. HILL: -- the witness and witnesses that
25 are involved with any of the attachments.

1 MR. IMMEL: Okay.

2 MS. HILL: It is not proper to simply list and
3 bring before you an attorney of a law firm and say,
4 Gee, are you familiar with the Florida Rules of
5 Civil Procedure and what they require to be
6 attached to affidavits or any affidavit supporting
7 a motion for summary judgment, in general. That's
8 just not proper. So if that's -- if this is your
9 next line of questioning, I'm going to tell you
10 right now the instruction is going to be
11 inappropriate, beyond the scope of this deposition,
12 and I'm going to instruct him not to answer.

13 MR. IMMEL: To the extent of his personal
14 knowledge of Florida Default Law Group's policies
15 regarding attaching documents and records, he's
16 perfectly capable of answering. To the extent of
17 his personal knowledge and that's what I'm asking,
18 on his personal knowledge.

19 MS. HILL: And if Florida Default Law Group
20 has a specific policy set forth on how to comply
21 with Florida Rules of Civil Procedure, that's a
22 question to ask Florida Default Law Group, even if
23 that was appropriate and if that wants to be the
24 subject of a deposition notice directed to Florida
25 Default Law Group, then I suggest you make that

1 notice, and whatever objections are appropriate
2 will be made and can be heard by the Court in
3 determining to define the proper scope of that
4 deposition. This is -- this is not the deposition
5 for that to occur.

6 MR. IMMEL: Okay.

7 THE WITNESS: Take a break.

8 MR. IMMEL: Take a break?

9 THE WITNESS: Yeah. I have to make
10 arrangements to pick up my daughter because I
11 thought we were going to be done by now.

12 (Lunch break.)

13 BY MR. IMMEL:

14 Q. I guess going back to the Amended Affidavit as
15 to Reasonable Attorney's Fees, turning to the, I guess,
16 second page of that affidavit.

17 MR. GANO: I'm sorry. That's in Exhibit D,
18 right?

19 MR. IMMEL: That's in Exhibit D, yes.

20 BY MR. IMMEL:

21 Q. You stated earlier that you did personally
22 know Lisa Cullaro and Erin Cullaro. Do you recognize
23 Lisa Cullaro's signature?

24 MS. HILL: Object to the form. Calls for
25 speculation and lack of foundation. Assumes that

1 he recognizes or knows what her signature is.

2 MR. IMMEL: Right.

3 BY MR. IMMEL:

4 Q. Do you -- are you capable of recognizing --

5 A. No.

6 Q. -- or knowing Lisa Cullaro's signature?

7 A. No.

8 Q. Or Erin Cullaro's signature?

9 A. No.

10 (Exhibit F was marked for identification.)

11 BY MR. IMMEL:

12 Q. I believe Composite Exhibit F contains the
13 notary application for Lisa Cullaro and then Erin
14 Cullaro. Obviously on the first four pages, Lisa
15 Cullaro's signature is on the bottom. Would you agree
16 that the signatures look different from the affidavit to
17 the notary application?

18 MS. HILL: Objection. Instruct the witness
19 not to answer based on the prior objections made in
20 the record. Nor is he here as an expert to compare
21 and opine about signatures.

22 BY MR. IMMEL:

23 Q. Simply to a layman --

24 MS. HILL: Same objection. Same instruction.

25 BY MR. IMMEL:

1 Q. -- would you agree that they look different?

2 MS. HILL: Same objection. Same instruction.

3 A. I'm not going to answer based on the
4 instruction from my lawyer. From my attorney.

5 BY MR. IMMEL:

6 Q. Okay. And moving to Erin Cullaro's
7 application, would you agree that those signatures look
8 different?

9 MS. HILL: Same objection. Same instruction.

10 A. I'm not going to answer the question.

11 BY MR. IMMEL:

12 Q. Choosing not to answer. Okay. Going back to
13 the exhibit, Exhibit D, reasonable -- Amended Affidavit
14 as to Reasonable Attorney's Fees. Turning to the last
15 page is a copy of basically the envelope that it was
16 mailed in. The stamp on it, the postage stamp indicates
17 that it was mailed on February 10th, 2009. If you look
18 at the first page of Composite Exhibit D, it's certified
19 as having been mailed on February 9th, 2009. Are you
20 aware of any policies or procedures regarding how the
21 mail is handled at Florida Default Law Group?

22 MS. HILL: Same objection. Same instruction.

23 Instruct the witness not to answer.

24 A. I'm not going to answer.

25 BY MR. IMMEL:

1 Q. Okay. And during your period as --

2 MR. IMMEL: Is that based on some sort of --
3 are you instructing the witness not to answer based
4 on any sort of privilege or --

5 MS. HILL: It's the same objection that I have
6 asserted over and over again.

7 MR. IMMEL: Based on relevancy and scope then
8 essentially?

9 MS. HILL: And I think constitutes harassment.

10 MR. IMMEL: Okay. All right.

11 BY MR. IMMEL:

12 Q. Additionally, if you would turn to the third
13 page of the Affidavit of Plaintiff's Counsel as to
14 Attorney's Fees and Costs. This affidavit lists
15 numerous charges for title search fee, title examination
16 fee, filing fee, investigation, service of process fee
17 of \$12,000 -- or \$1245. There was no attached invoice.
18 Who do you normally -- who in 2008 were you using as
19 service of process?

20 MS. HILL: Same objection. Same instruction.

21 MR. IMMEL: Okay.

22 BY MR. IMMEL:

23 Q. You're choosing not to answer --

24 A. Correct.

25 Q. -- based on your attorney's instructions?

1 A. Yes.

2 Q. Were you using Provest as a servicing
3 company -- or process server in 2008?

4 MS. HILL: Same objection. Same instruction.
5 Unless you're asking whether Ron Wolfe,
6 individually, utilized the services of a process
7 server.

8 BY MR. IMMEL:

9 Q. Are you personally aware in your experience as
10 either an associate, managing attorney or partner of how
11 Florida Default -- what type of what service company
12 Florida Default utilized?

13 MS. HILL: Object to that question. Same
14 objection. Same instruction. Instruct the witness
15 not to answer.

16 BY MR. IMMEL:

17 Q. Choosing not to answer?

18 A. Correct.

19 Q. Okay.

20 MR. IMMEL: Again, though, you are not raising
21 a privilege based on attorney/client privilege or
22 work product?

23 MS. HILL: I believe these questions
24 constitute harassment based on the scope of this
25 deposition and what this deposition was noticed

1 for. And to the extent, Counselor, you have any
2 issue with the affidavit of attorney fees or costs
3 that are filed in this case, the appropriate way to
4 address that in this case would be to notice the
5 individual who signed it. And I don't know what
6 your issue is with the affidavit. But I would
7 think that that needs to be addressed with the
8 Court in this case. You don't notice an attorney
9 of the law firm and start asking that attorney all
10 the questions that you have or whatever issues you
11 have with an affidavit that some other attorney in
12 that law firm filed.

13 MR. IMMEL: Okay.

14 MS. HILL: So I think that this deposition as
15 to these questions constitutes harassment.

16 MR. IMMEL: Well, we can take those objections
17 and instructions not to answer to the judge. I'll
18 complete my questions.

19 MS. HILL: We will. And, in fact, if you
20 want, why don't we just see if we can get the judge
21 on the phone right now.

22 MR. IMMEL: Well, for one, I don't think that
23 the judge is going to be able to go over all of the
24 instructions. There's been numerous questions not
25 to answer at this point. Additionally, I'm not

1 complete with my questioning, so for the judge to
2 basically decide whether or not I can ask questions
3 that haven't been asked and what their grounds are,
4 you're free to object and instruct your client
5 accordingly, and we can take the appropriate
6 objections and instructions before the judge and
7 address them by that means. But to the extent --
8 our position is clearly that in his individual
9 capacity he has personal knowledge of these
10 different things. To the extent he does, he's
11 perfectly capable of testifying to them.

12 MS. HILL: I'm sure Mr. Wolfe, as a person who
13 lives life, has personal knowledge of numerous
14 things --

15 MR. IMMEL: Right.

16 MS. HILL: -- in life. But that doesn't mean
17 just because he has personal knowledge that you
18 have the right to take his deposition and inquire
19 about those matters.

20 MR. IMMEL: Right.

21 MS. HILL: The Rules of Civil Procedure allow
22 you to take discovery of those matters which are
23 relevant or reasonably calculated to lead to the
24 discovery of admissible evidence in this case.

25 MR. IMMEL: Okay.

1 MS. HILL: The only thing that you have
2 established on this record that Mr. Wolfe,
3 individually, has with respect to any involvement
4 in this case is the execution of Exhibit A. By my
5 calculation, you have spent maybe 20, 25 minutes of
6 this total several-hour deposition asking Mr. Wolfe
7 about Exhibit A. And in many instances, those
8 questions were repeated over and over again. The
9 rest of your deposition concerns questions about
10 policies and procedures at Florida Default Law
11 Group regarding Erin Cullaro or Lisa Cullaro or the
12 signing of affidavits or the execution -- I'm
13 sorry, not the execution -- or the filing of
14 motions for summary judgment and that is wholly
15 improper. None of that testimony is reasonably
16 calculated to lead to the discovery of any
17 admissible evidence in this case. If you have an
18 issue and you believe that the motion for summary
19 judgment in this case is insufficient, then that's
20 an argument that you need to raise in a response to
21 the motion for summary judgment and an argument you
22 need to make to the Court. And if the Court
23 believes that that argument is correct, then the
24 Court will deny the motion for summary judgment and
25 set the case for trial.

1 MR. IMMEL: Okay.

2 BY MR. IMMEL:

3 Q. So --

4 MS. HILL: So I do think we can actually take
5 it to the judge right now because I think this
6 whole line of questioning is inappropriate and I do
7 think we can take it to her right now.

8 MR. IMMEL: I completely disagree. The --
9 first of all, there have been numerous objections.
10 He's here in his individual capacity. You say he
11 has personal knowledge of anything and everything,
12 which I'm not asking anything. I'm asking him
13 things directly related to his personal knowledge
14 of things that happened in this case. If he
15 doesn't have personal knowledge, he doesn't have
16 personal knowledge and can't answer the question.
17 To the extent he does, he can and they are
18 reasonably calculated to lead --

19 MS. HILL: You're asking him about the
20 affidavit that someone else executed.

21 MR. IMMEL: Right. And he's a managing
22 partner and he has decision-making authority over
23 that. He was an associate.

24 MS. HILL: Then that is a Florida Default Law
25 Group corporate representative deposition.

1 MR. IMMEL: No. He also --

2 MS. HILL: That is why the Rules provide for a
3 corporate representative deposition.

4 MR. IMMEL: Okay.

5 BY MR. IMMEL:

6 Q. Well, so you don't have any personal knowledge
7 as to who was being used by Florida Default Law Group
8 for service of process in 2008?

9 MS. HILL: Objection. Mischaracterizes the
10 testimony. Assumes evidence not -- assumes facts
11 not in evidence. And same objection based on my
12 prior objection and same instruction.

13 BY MR. IMMEL:

14 Q. And you're choosing not to answer based on the
15 instructions?

16 A. Correct.

17 Q. Okay. The next affidavit is the First
18 Affidavit of Amounts Due and Owing filed -- certified as
19 having been mailed on February 11th of 2009.

20 MR. IMMEL: I'll enter that as Exhibit G.

21 (Exhibit G was marked for identification.)

22 BY MR. IMMEL:

23 Q. On the first page, the certificate indicates
24 it was mailed February 11th, 2009. On the last page is
25 the envelope, which it was mailed in to -- mailed in.

1 The stamp on it indicates February 13th, 2009. Are you
2 aware of any issues regarding how the mail -- or do you
3 have any knowledge regarding how mail is processed while
4 you were at Florida Default Law Group, I suppose?

5 MS. HILL: Same objection. Same instruction.

6 And, additionally, the question is vague and
7 ambiguous and lacks any specific time frame.

8 BY MR. IMMEL:

9 Q. I'll re- -- reask the question. Do you have
10 any knowledge regarding how outgoing mail is handled at
11 Florida Default Law Group during the relevant time
12 period of February of 2009?

13 MS. HILL: Same objection. Same instruction.

14 Instruct the witness not to answer.

15 BY MR. IMMEL:

16 Q. Are you choosing not to answer?

17 A. I am.

18 Q. Okay. Again, this affidavit relates to
19 numerous amounts, principle and interest, acceleration
20 charges, property inspections, escrow advance, broker's
21 price opinion. There are no affidavits -- or there are
22 no books or records reflecting these amounts attached to
23 the affidavit. Do you have any knowledge regarding how
24 Affidavits of Amounts Due and Owing Filed in Support of
25 Summary Judgment are intended to be filed with the Court

1 at Florida Default Law Group?

2 MS. HILL: Same objection. Same instruction.
3 Additionally, object to the question as being
4 vague, overly broad and ambiguous, is not
5 restricted to any time frame and same instruction.
6 Instruct the witness not to answer.

7 MR. IMMEL: Okay.

8 (Exhibit H was marked for identification.)

9 BY MR. IMMEL:

10 Q. Exhibit H, this is an Affidavit as to Amounts
11 Due and Owing as well. The second page discusses that
12 the affiant has stated that they have personal knowledge
13 of amounts due and owing and have stated a principle
14 amount, interest, preacceleration late charges, taxes,
15 insurance, PPL appraisals, property preservation fees
16 for a total of \$362,613.48. There are no records or
17 documents referred to attached to this affidavit. This
18 affidavit was filed in May of 2010. Are you aware of
19 any -- because this is more recent, are you more
20 familiar of any recent changes as to requirements in
21 filing motions -- or Affidavits as to Amounts Due and
22 Owing, what is to be attached to them during May of
23 2010?

24 MS. HILL: Same objection. Same instruction.
25 Instruct the witness not to answer.

1 BY MR. IMMEL:

2 Q. And you're choosing not to answer?

3 A. Correct.

4 Q. On the first -- well, on the second page of
5 the Affidavit as to Amounts Due and owing, the exhibit,
6 the first page of the affidavit, okay, Paragraph 2, The
7 affiant states I am familiar with the books of accounts
8 and have examined all books, records and documents kept
9 my Wells Fargo Bank, N.A., successor by merger to Wells
10 Fargo Home Mortgage, Incorporated, concerning the
11 transactions alleged in the Complaint. Are you aware of
12 any policy or procedure with Florida Default Law Group
13 that when the affiant makes an allegation that they've
14 examined all books, records and documents to ascertain
15 those documents from the affiant?

16 MR. GANO: Object to form.

17 MS. HILL: What? Okay. Same objection. Same
18 instruction. And I didn't even understand your
19 question.

20 MR. IMMEL: Okay. I'll restate the question.

21 BY MR. IMMEL:

22 Q. When the affiant says that they've examined
23 all books, records and documents, does Florida Default
24 Law Group have a policy of requiring the affiant to
25 attach or produce the books, records and documents that

1 they examined?

2 MS. HILL: Same objection. Same instruction.

3 BY MR. IMMEL:

4 Q. And you're choosing not to answer again?

5 A. Correct.

6 Q. Okay. Recently, the Attorney General's Office
7 has opened an investigation of some of the practices
8 regarding the firm. Have you individually been -- as
9 one of the managing partner -- as the managing partner
10 been one of the people dealing with the Attorney
11 General's office in response or is that another attorney
12 with the firm?

13 MS. HILL: I'm going to object on several
14 bases. This is not a deposition that is being
15 conducted with respect to any investigation
16 conducted by any agency. You are not a
17 representative of any agency conducting any sort of
18 an investigation.

19 MR. IMMEL: Right.

20 MS. HILL: This objection goes -- this
21 question goes far beyond the scope of this case in
22 which this deposition was noticed. And --

23 MR. IMMEL: Okay.

24 MS. HILL: -- clearly, you've now gone into an
25 area that constitutes pure harassment. And I'm

1 going to instruct the witness not to answer.

2 MR. IMMEL: Okay.

3 BY MR. IMMEL:

4 Q. You're choosing not to answer?

5 A. Correct.

6 Q. Okay. Since the investigation, have any
7 policies, procedures been looked at or changed in any
8 manner by Florida Default Law Group?

9 MS. HILL: Same totality of objections. Same
10 instructions. Instruct the witness not to answer.

11 BY MR. IMMEL:

12 Q. Choosing not to answer?

13 A. Correct.

14 Q. Okay. Okay.

15 MR. IMMEL: Given the fact that you've
16 instructed the -- well, you've instructed Mr. Wolfe
17 not to answer numerous questions, I would reserve
18 the opportunity to have those instructions brought
19 before the Court for proper ruling and be
20 considered by the Court. And to the extent the
21 Court deems us entitled to take those depositions,
22 to complete the deposition. To the extent that
23 they don't, then obviously those questions wouldn't
24 be available to be asked. So at this time, I would
25 conclude my deposition as of now, but not with --

1 with reserving the right to complete the deposition
2 upon ruling of the instructions by which you have
3 instructed Mr. Wolfe.

4 MS. HILL: Certainly. Have you asked all the
5 questions you wanted to ask about Exhibit A?

6 MR. IMMEL: As of right now, yes.

7 MS. HILL: Well, I didn't instruct him not to
8 answer any questions about Exhibit A, so as far as
9 I'm concerned about Exhibit A, this deposition is
10 concluded.

11 MR. GANO: I just have a couple of questions
12 for Mr. Wolfe.

13 CROSS EXAMINATION

14 BY MR. GANO:

15 Q. Mr. Wolfe, if you could take a look at
16 Exhibit A for me. To the best of your knowledge, is the
17 information indicated on that assignment, specifically
18 that Wells Fargo Bank, N.A., assigned the note or the
19 mortgage to Citibank Bank, N.A., a accurate statement?

20 A. It is.

21 Q. Did you execute this document in front of the
22 purported notary, Patricia Ann Hutchens?

23 A. Yes.

24 MR. GANO: No further questions.

25 MR. IMMEL: Do you have any questions?

1 MS. HILL: I have no questions.

2 MR. IMMEL: I would just follow up with
3 regards to what was asked.

4 REDIRECT EXAMINATION

5 BY MR. IMMEL:

6 Q. Previously, I believe that you stated in your
7 testimony that you did not review any documents
8 whatsoever in executing this Assignment of Mortgage.
9 Was that correct?

10 MR. GANO: Object to form.

11 MS. HILL: Object to form.

12 A. I did not review -- I knew of the existence of
13 the Power of Attorney, the Limited Power of Attorney
14 that provided me the authority to execute that. So did
15 I have that next to me while I was reviewing this? No.

16 BY MR. IMMEL:

17 Q. Okay.

18 A. But I was aware of the existence.

19 Q. Right. I believe that that would actually go
20 to your authority to sign --

21 A. Sure.

22 Q. -- in this circumstance.

23 A. Sure.

24 Q. What I was more trying to direct my question
25 to was what you actually -- that you didn't review

1 anything to verify that Wells Fargo actually assigned it
2 to Citibank, that was done -- that was previously
3 inputted there by presumably Mr. Cabrera and you simply
4 signed this document; is that correct?

5 A. I relied on the practices and policies that
6 were in place, knowing that -- and, yes, and I signed
7 it, so I did not review a specific document prior to
8 signing this. You're correct.

9 Q. Okay. So you wouldn't have personal knowledge
10 regarding the -- you're presuming that it was input here
11 correct -- correctly? You didn't actually review
12 anything I guess is where I'm going with that.

13 A. Correct.

14 MR. IMMEL: All right. With the previous
15 mentioned reservations, that's all I have.

16 MS. HILL: We'll read.

17 THE REPORTER: Do you want to order?

18 MR. IMMEL: Yeah, we'll order an original.

19 THE REPORTER: Did you want a copy?

20 MS. HILL: Yes, please. Mini also. And
21 e-mail.

22 THE REPORTER: Did you want a copy?

23 MR. GANO: No, I'm fine.

24 THEREUPON, the deposition of Ron Wolfe, taken at the
25 instance of Defendants [REDACTED] and [REDACTED] was

1 concluded at 2:42 p.m.

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1 DEPONENT'S ERRATA SHEET AND SIGNATURE INSTRUCTIONS

2 The original of the Errata Sheet has been
3 delivered to Ms. Suzanne Hill.

4 When the Errata Sheet has been completed by the
5 deponent and signed, a copy thereof should be delivered
6 to each party of record and the ORIGINAL delivered to
7 Mr. Christopher Immel, Counsel for Defendants [REDACTED]
8 and [REDACTED] to whom the original deposition transcript
9 was delivered.

10

11 INSTRUCTIONS TO DEPONENT

12 After reading this volume of your deposition,
13 indicate any corrections or changes to your testimony
14 and the reasons therefor on the Errata Sheet supplied to
15 you and sign it. DO NOT make marks or notations on the
16 transcript volume itself.

17

18 ***REPLACE THIS PAGE OF THE TRANSCRIPT WITH THE
19 COMPLETED AND SIGNED ERRATA SHEET WHEN RECEIVED.

20

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25

1 ATTACH TO THE DEPOSITION OF RONALD WOLFE.

CASE: CITIBANK VS [REDACTED]

2 CASE NO.: 50 2008 CA 030498XXXX MB.

3

4

ERRATA SHEET

5

I, RONALD WOLFE, have read the foregoing

6

deposition given by me on August 26, 2010, in Tampa,

7

Florida, and the following corrections, if any, should

8

be made in the transcript:

9

PAGE LINE CORRECTION AND REASON THEREOF

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Under penalties of perjury, I declare that I

17

have read the foregoing document and that the facts

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stated in it are true.

19

SIGNED at _____, Florida, this

20

_____ day of _____, 20____.

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RONALD WOLFE

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CERTIFICATE OF REPORTER OATH

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, the undersigned authority, hereby certify
that the witness named herein personally appeared before
me and was duly sworn on the 26th day of August, 2010.

WITNESS my hand and official seal this 2nd day
of September, 2010.

Connie L. Neer, CSR
Notary Public - State of Florida
Commission No. DD 0588939
Expires: August 24, 2010
SCLAFANI WILLIAMS COURT REPORTERS, INC.

1 REPORTER'S DEPOSITION CERTIFICATE

2

3 STATE OF FLORIDA

4 COUNTY OF HILLSBOROUGH

5

6 I, Connie L. Neer, Certified Shorthand Reporter
7 and Notary Public in and for the State of Florida at
8 large, hereby certify that the witness appeared before
9 me for the taking of the foregoing deposition, and that
10 I was authorized to and did stenographically and
11 electronically report the deposition, and that the
12 transcript is a true and complete record of my
13 stenographic notes and recordings thereof.

14 I FURTHER CERTIFY that I am neither an attorney,
15 nor counsel for the parties to this cause, nor a
16 relative or employee of any attorney or party connected
17 with this litigation, nor am I financially interested in
18 the outcome of this action.

19 DATED THIS 2nd day of September, 2010, at Tampa,
20 Hillsborough County, Florida.

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Connie L. Neer, CSR

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