

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MIDDLESEX COUNTY
DOCKET NO. MID-L-3066-04

LOUISE I. FITTS, Individually
and on behalf of others
similarly situated,
Plaintiffs,

DEPOSITION OF:

v.

DEBORAH K. BAKER

CHASE MANHATTAN MORTGAGE
CORPORATION,

Defendant.

CONFIDENTIAL

TRANSCRIPT of testimony taken by and
before TERESA CLINE, a Certified Shorthand
Reporter and Notary Public of the State of New
Jersey, at the HILTON HOTEL, 120 Wood Avenue,
Iselin, New Jersey, on Tuesday, March 22, 2005,
commencing at 9:44 in the morning.

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8 Appearing on behalf of the Plaintiff

9
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15 Appearing on behalf of the Defendant
16
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18
19
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25

1 DEBORAH K. BAKER,
2 maintaining professional offices at 3415 Vision
3 Drive, Columbus, Ohio, having been first duly
4 sworn according to law, by the Notary Public,
5 testified as follows:
6

7 DIRECT EXAMINATION
8 BY MR. EISENBERG:
9

10 Q. Your name and address for the
11 record, please?

12 A. My name is Deborah, D-e-b-o-r-a-h,
13 K. Baker, B-a-k-e-r. And my business address is
14 3415 Vision Drive, V-i-s-i-o-n, Columbus, Ohio,
15 43219.

16 Q. And what is the location of the
17 business address, what business is there?

18 A. That is the Chase Home Financing
19 Servicing Center for Columbus.

20 Q. I had understood that you were
21 coming from Texas; is that correct?

22 A. I live in Texas.

23 Q. Do you commute to work?

24 A. No, sir.

25 Q. You don't. So you live in Texas

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1 and you perform whatever services it is that you
2 perform for Chase from your Texas location?

3 A. Some of the time, yes, sir.

4 Q. Okay. Well, let me -- I'll get
5 into that in a minute or two. I will assume
6 that you have been deposed before; is that
7 correct?

8 A. Yes, sir.

9 Q. Can you tell me about how many
10 times?

11 A. No, sir.

12 Q. Just to ensure that the rules at
13 least at far as I understand them to be
14 appropriate are on the record, you understand
15 that you should wait until I finish my questions
16 before you respond. That gives your counsel
17 time to interject, that gives you time to think
18 of an appropriate response and even to think of
19 a response once the question is completed. You
20 know it's perfectly legitimate for you to say I
21 don't know or I don't remember if that's the
22 proper response to a question. And that if you
23 do not understand a question, you should ask for
24 a clarification, okay.

25 Are you under any impairment today

1 by drugs or alcohol or any other reason for
2 which your testimony may not be from a capacity
3 that would enable you to respond to these
4 questions?
5 A. No, sir.
6 Q. Okay. Where in Texas do you live?
7 A. Houston.
8 Q. Houston, Texas. What is your
9 current position with Chase, if there is a
10 designation you can assign to it?
11 A. Assistant Vice-president of
12 Default Servicing.
13 Q. And what are your functions?
14 A. My department works with the Legal
15 Department to provide documentation on loans and
16 litigation. And we also work with the mortgage
17 side to gather whatever information we need.
18 Q. When you say loans and litigation,
19 can you be more specific?
20 A. Foreclosure litigation, bankruptcy
21 adversaries and counterclaims, affirmative
22 answers.
23 Q. Are you an attorney?
24 A. No, sir.
25 Q. Where is the Legal Department

1 located, the Legal Department of Chase?
2 A. The primary location is here in
3 Iselin. We do have other locations.
4 Q. What are they?
5 A. We have one attorney that works in
6 our San Diego office. And I'm not sure about
7 our Milwaukie office, nor our Cleveland office.
8 I'm not sure if there are attorneys that work
9 out of there. And I believe there are a few,
10 one, in Columbus.
11 Q. Do you deal -- strike that.
12 I would like to understand how you
13 actually function and what your actual functions
14 are. That is to say from what I'm understanding
15 so far, you have -- you reside in Texas; is that
16 correct?
17 A. Yes, sir.
18 Q. Where again in Texas or did you
19 not tell me? But I'm asking you where in Texas,
20 what town, city?
21 A. Houston.
22 Q. Houston. And you spend part of
23 your functions on behalf of Chase in Houston as
24 part of your time; is that correct?
25 A. Yes, sir.

1 Q. And where else?
2 A. All over the country. I travel.
3 Q. You travel. So that you use
4 Houston as a base, may I assume?
5 A. Yes, sir.
6 Q. Do you spend significant time in
7 any other location of Chase? For example, do
8 you spend time in Columbus or in Iselin or in
9 San Diego or in Milwaukie?
10 A. I spend time in San Diego,
11 Columbus and Houston.
12 Q. For what -- I'm sorry?
13 A. Primarily.
14 Q. For what reason or reasons would
15 you spend time in those locations?
16 A. I supervise two people from our
17 San Diego office.
18 Q. From the San Diego office?
19 A. Yes, sir.
20 Q. And what are the functions of
21 those people in San Diego?
22 A. They work in the default
23 resolution unit.
24 Q. I think what I'll do is, I'll go
25 into some of your background to get that basis

1 down there. I would like to go through some of
2 the documentation before we proceed and then I
3 will go back to your functioning with Chase,
4 okay.
5 What is your educational
6 background?
7 A. High school diploma.
8 Q. And from what -- in what city was
9 that from?
10 A. Houston.
11 Q. Houston, okay. And have you had
12 any educational courses or training of a formal
13 nature after graduation from high school?
14 A. I took several courses from
15 Houston Community College; however, I did not
16 graduate.
17 Q. Okay. What were those courses in?
18 A. Basic English, math, science.
19 Q. When did you graduate high school?
20 A. 1974.
21 Q. When you graduated high school,
22 after your graduation from high school, what did
23 you do professionally, if anything?
24 A. I began in the mortgage industry
25 in 1978. Before that I worked at a veterinarian

1 clinic.
 2 Q. Anything to do with -- strike
 3 that. The beginning of a wise comment that
 4 never really materialized.
 5 And also that's something I think
 6 if I had an alternative in life it would have
 7 been. But a love of animals and dislike of
 8 people. But that's not all true.
 9 So after 1978 after spending some
 10 time with the veterinary clinic, you joined a
 11 company involved with mortgages?
 12 A. Yes, sir.
 13 Q. What was the name of that company?
 14 A. Savings of America.
 15 Q. And what did you do for them when
 16 you first joined it?
 17 A. When I first began working for
 18 Savings of America, I was a collections
 19 secretary. And I was promoted within a few
 20 months to foreclosure supervisor.
 21 Q. To be a what, I'm sorry?
 22 A. Foreclosure supervisor.
 23 Q. As a collections secretary, may I
 24 assume you were under someone in that
 25 department?

1 of the question.
 2 Q. Are you aware of the litigation
 3 filed in this case?
 4 A. The complaint?
 5 Q. Umm-hum.
 6 A. Yes, sir.
 7 Q. Did you review Exhibit A to that
 8 complaint?
 9 A. Yes, sir.
 10 Q. And that was a mortgage, was it
 11 not; copy of a mortgage?
 12 A. Yes, sir.
 13 Q. Okay. And your position as
 14 foreclosure supervisor beginning in 1978. Did
 15 you have contact with mortgages such as the one
 16 that is in this litigation in the Fitts matter?
 17 A. I'm not quite sure what you mean
 18 by "such as the one as in the Fitts matter."
 19 Q. Well, let me maybe try to be more
 20 specific. Exhibit A to the complaint is the
 21 mortgage which is the basis of this litigation.
 22 It is a mortgage that I don't recall immediately
 23 was either an FHA or VA loan.
 24 MS. POPE: Would you like the
 25 complaint?

1 A. Yes, sir.
 2 Q. But whose job it would appear to
 3 me would be to collect money?
 4 A. Yes, sir.
 5 Q. And that would be on default of
 6 accounts or delinquent accounts?
 7 A. Yes, sir.
 8 Q. And in a matter of months you said
 9 you succeeded to the position of what?
 10 A. Foreclosure supervisor.
 11 Q. And what did that entail?
 12 A. That entailed all the loans that
 13 we were servicing; FHA, VA, Fannie Mae, Freddie
 14 Mac. Any loans that were in foreclosure
 15 throughout the foreclosure process. And the
 16 claim filing of loans that were liquidated
 17 through foreclosure.
 18 Q. What do you mean by "claim
 19 filing"?
 20 A. To recoup the funds that were due
 21 Savings of America if they were conveyed to FHA
 22 or VA.
 23 Q. Are you familiar with the type of
 24 mortgage that is the subject of this litigation?
 25 MS. POPE: Object to vague, form

1 MR. EISENBERG: No, I'll show her
 2 the mortgage.
 3 Q. I'm not going to introduce this
 4 right now, but I ask that you just familiarize
 5 yourself with it.
 6 A. Yes sir.
 7 Q. Your response to the previous
 8 question, "yes, sir," was that acknowledging
 9 that this was the type of mortgage of which you
 10 worked at Savings of America?
 11 A. No, sir.
 12 Q. It was not?
 13 A. No, sir.
 14 Q. So what was your answer responsive
 15 to?
 16 A. The yes, sir?
 17 Q. Umm-hum, yes.
 18 A. Was that I had reviewed the copy
 19 of the mortgage that you handed me.
 20 Q. Okay. The mortgage that you just
 21 reviewed which is Exhibit A to the complaint,
 22 was that a mortgage that is familiar to you from
 23 your days with Savings of America?
 24 A. No, sir. At Savings of America we
 25 only serviced loans in Texas.

1 Q. Okay. So is it your testimony
2 that FHA and VA loans in Texas had different
3 documentation than such loans in other states?
4 A. No, sir, that's not my testimony.
5 Q. Okay. Is it the same type of
6 mortgage that was used in Texas?
7 A. I don't know.
8 Q. In 1978 you were the foreclosure
9 supervisor. What happened next with your
10 employment, with your career?
11 A. Savings of America transferred all
12 of the servicing from the Houston office to
13 California, and I worked there until the day
14 that they shut down. And then I went to work
15 for North American Mortgage Company.
16 Q. And what did North American
17 Mortgage Company do as a business?
18 A. They originated and serviced
19 single family homes.
20 Q. Single family home loans?
21 A. Yes, sir.
22 Q. What year was that that you went
23 with North American?
24 A. 1980.
25 Q. When you say serviced, can you

1 define what you mean by service, servicing?
2 A. We had a group of loans and we
3 basically performed all the ancillary duties;
4 paying insurance, taxes, accepting payments,
5 making PMI disbursements and MI disbursements on
6 the loans. Doing escrow analysis, referring
7 loans to foreclosure if they became in default.
8 Collection activities, property inspections,
9 reporting to the various investors. Initiating
10 foreclosure process, hiring attorneys to
11 facilitate the foreclosure process. Working
12 with FHA, VA, Fannie Mae, Freddie Mac. And then
13 we, if the loan foreclosed, we did the claim
14 filing for all of the investors including FHA
15 and VA to recoup the funds.
16 Q. Let me go back, then, to Savings
17 of America. Did you -- did Savings -- Savings
18 of America was a servicing entity?
19 A. Yes.
20 Q. Did it service for itself or other
21 entities or both?
22 A. Both.
23 Q. And North American?
24 A. Both.
25 Q. However, is it my understanding --

1 is my understanding, correct, that at Savings of
2 America you were not involved in the servicing
3 as you just defined it but for the foreclosure
4 aspect?
5 A. Correct.
6 Q. Okay. All right. Now, you were
7 with North American from when to when?
8 A. 19 -- October of 1980 through
9 December 31, 1989.
10 Q. And please tell me if your
11 functions, including the title which addressed
12 these functions, changed during that period of
13 time from 1980 to 1989.
14 Let me rephrase it. Might make it
15 easier. When you first joined North American,
16 what was your title?
17 A. I was trying to remember.
18 Q. Okay, okay.
19 A. I don't remember if I came in as a
20 supervisor, but I left as an assistant
21 vice-president.
22 Q. And during that period of time,
23 what were your initial functions when you joined
24 North American in 1980?
25 A. To service loans in foreclosure.

1 Q. In foreclosure?
2 A. Yes, sir.
3 Q. Okay. And that proceeded for how
4 long?
5 A. I couldn't give you an exact date.
6 It's been quite a while. Several years.
7 Q. It gets worse.
8 When you left in 1989, what was
9 your function, functions?
10 A. In 1989, I was over the
11 foreclosure area, the bankruptcy area, the claim
12 filing. And we had a lot of what was called VA
13 no bids at that time. And I was over that area.
14 Q. Tell me what do you mean by VA no
15 bids, or what that means?
16 A. Well, during that time period, the
17 values of homes had plummeted, mainly in Texas.
18 Because we did service loans outside of Texas at
19 North American, but if the value of the property
20 was less than what was owed on it and there was
21 a significant difference, then the VA would not
22 let you convey a house to them if it went
23 through the foreclosure process. And the
24 servicer would end up only receiving the
25 guarantee amount of the VA loan and keeping the

1 property to resell.
 2 Q. Okay. In 1989 you left North
 3 American; is that correct?
 4 A. No, North American had been a
 5 solely owned corporation and Jim Hunt, the
 6 owner, sold the company. And North American,
 7 the servicing end, closed down on December 31,
 8 1989.
 9 Q. What did you do thereafter?
 10 A. Thereafter I worked for myself for
 11 a year-and-a-half and I worked for a few
 12 different bosses that I had worked for at North
 13 American.
 14 Q. Doing what?
 15 A. For one boss I collected on all of
 16 the FHA and VA claims because he had bought the
 17 assets, part of the assets, on the loans that
 18 were foreclosed by North American. However, the
 19 claims had not yet been paid through FHA and VA.
 20 So I collected on those claims for him.
 21 And on the other boss we just went
 22 through the VA no bid. There were hundreds of
 23 loans in Texas every month that went to
 24 foreclosure sale. So I had devised a program
 25 that would calculate if a loan was going to be

1 money we had lost on each loan and then if the
 2 funds that we had lost could be recouped through
 3 the investor. And, if so, we filed the claims.
 4 Q. And the investor, again, would be
 5 either one of many investors such as Freddie Mac
 6 or Fannie Mae or private investors or other
 7 entities which actually owned the loans?
 8 A. Yes, sir.
 9 Q. Do you classify VA and FHA among
 10 the term investor?
 11 A. Yes, sir.
 12 Q. You do?
 13 A. Or guarantor. Yes, sir.
 14 Q. Okay. I'm sorry. And go ahead in
 15 1991 as of July you were a loss analysis
 16 supervisor. For how long did you remain in that
 17 capacity?
 18 A. Until we completed all of the loss
 19 analysis on the 3500 loans, which took about a
 20 year. And then I was a hazard insurance
 21 supervisor.
 22 Q. Seems to be a switch.
 23 A. It was.
 24 Q. And your functions?
 25 A. Everything that had to do with

1 considered a no bid by the VA and, if so, then
 2 we would pay down the principle balance or make
 3 a contribution. Therefore, it wouldn't fall
 4 into the no bid category and we would be able to
 5 convey the property. So I would run that
 6 program for my other boss.
 7 Q. And that went until 1990 or 1991?
 8 A. July of '91.
 9 Q. What happened then?
 10 A. Then I went to work permanently
 11 for one of my other bosses at Mellon Mortgage
 12 Company.
 13 Q. Mellon Mortgage Corporation?
 14 A. Company.
 15 Q. Where was that based?
 16 A. Houston, Texas.
 17 Q. Houston, Texas. And you were with
 18 Mellon Mortgage Company first in what capacity?
 19 A. I first came in as a loss analysis
 20 supervisor in 1991.
 21 Q. What functions did that carry?
 22 A. We did loss analysis on about 3500
 23 loans that had been foreclosed during the last
 24 three or four years prior to '91. And we went
 25 back and made a determination to see how much

1 insurance. Placing coverage when there was no
 2 coverage, cancellations, binders, loss drafts.
 3 It was when Hurricane Andrew occurred in
 4 Florida.
 5 Q. Was that '96? Do I remember that
 6 correctly?
 7 A. I think it was '94/'95. It may
 8 have been '96, I maybe incorrect. Making
 9 payments to all of the insurance companies.
 10 Q. Did your function with hazard
 11 insurance involve the escrow accounts of
 12 mortgage holders?
 13 A. Yes, sir.
 14 Q. Specifically hazard insurance or
 15 was it more comprehensive involvement?
 16 A. What do you mean?
 17 Q. Well, escrow involves insurance.
 18 It involves taxes as well. Did you get into the
 19 administration of tax payments from escrow,
 20 escrow analyses or any other aspect of escrow?
 21 A. No, sir.
 22 Q. Just hazard insurance?
 23 A. Yes, sir, hazard, flood.
 24 Q. And, therefore, you were involved
 25 with forced placed insurance as well. And from

1 when to when were you in this capacity?
 2 A. I was hazard insurance supervisor
 3 for two years.
 4 Q. And that takes us to when?
 5 A. Probably about '95, I believe.
 6 Q. And in 1995, what then?
 7 A. I was a foreclosure supervisor
 8 again.
 9 Q. Things changed much in the
 10 foreclosure business from your last venture with
 11 it from 1995 back to, gosh, must have been 1989?
 12 MS. POPE: Object to the form of
 13 the question.
 14 A. I don't know exactly what you
 15 mean, had things changed much?
 16 Q. Strike it, it's not relevant. And
 17 for how long were you foreclosure supervisor?
 18 A. Until I left Mellon in 1997.
 19 Q. You left Mellon. With whom did
 20 you go then?
 21 A. To Chase. Chase Manhattan
 22 Mortgage.
 23 Q. And when you got to Chase, what
 24 was your first job at Chase?
 25 A. I was an exceptions supervisor.

1 Q. E-x, is that correct?
 2 A. Yes, sir.
 3 Q. Would you please define for me
 4 what that is?
 5 A. I worked in the foreclosure
 6 department and my area would handle anything out
 7 of the ordinary in loan and foreclosure.
 8 Q. Can you give me an example or
 9 examples of "out of the ordinary"?
 10 A. If a customer had questions on how
 11 payments had been applied prior to the
 12 initiation of foreclosure; reporting to the
 13 investors; making sure that the codes were
 14 changed on our computer system; doing pay off
 15 and reinstatement quotes. And we also worked
 16 with loans that were in litigation.
 17 Q. By "litigation," do you mean
 18 foreclosure?
 19 A. Yes, sir.
 20 Q. Bankruptcy?
 21 A. Yes, sir.
 22 Q. Lawsuits against Chase for
 23 whatever reasons?
 24 A. A few of those. Mainly
 25 foreclosure litigation.

1 Q. Any other type of litigation that
 2 I failed to mention as an example?
 3 A. Not that I can recall.
 4 Q. Okay. For how long were you
 5 exceptions supervisor?
 6 A. Until, I believe, late '98.
 7 Q. During the period of time that you
 8 were exceptions supervisor, where was the
 9 physical facility at which you worked?
 10 A. I worked in Columbus.
 11 Q. That was in Columbus, Ohio, okay.
 12 How many people did you have under you that
 13 reported to you?
 14 A. I believe it was 12 and under at
 15 that time.
 16 Q. In 1998, what happened in your
 17 career?
 18 A. I moved and I was a Fannie Mae
 19 foreclosure supervisor.
 20 Q. With Chase?
 21 A. Yes, sir.
 22 Q. What did these functions entail?
 23 A. Any Fannie Mae loans that were in
 24 foreclosure, it initiated -- well, it began as
 25 soon as the loan was in foreclosure through the

1 foreclosure process.
 2 Q. I'm sorry, repeat that again, if
 3 you would or --
 4 MR. EISENBERG: Would you please
 5 repeat her answer?
 6
 7 (Whereupon, the requested testimony
 8 was read back.)
 9
 10 Q. What specifically did you do
 11 during this process; what were your
 12 responsibilities?
 13 A. My responsibilities were to make
 14 sure that the loans that were in foreclosure on
 15 a Fannie Mae loan were processed timely
 16 throughout the foreclosure process.
 17 Q. Now, what do you mean by
 18 processing or process timely?
 19 A. That they moved throughout the
 20 stages of foreclosure on a timely basis.
 21 Q. And what would the stages of
 22 foreclosure be?
 23 A. I don't remember.
 24 Q. Let me start with some suggestions
 25 and just tell me if I'm on the right track and

1 you can elaborate.
2 It is my understanding that a
3 foreclosure initiates at a point in time when a
4 person who is a mortgagor is responsible when a
5 mortgage fails to make payments; is that
6 correct?

7 A. Yes, sir.

8 Q. Now, at that period of time for
9 Fannie Mae, how many payments or how many days
10 delinquent would be required before which there
11 would be an initiation of foreclosure
12 proceedings?

13 A. It would depend on what type of
14 Fannie Mae loan it was; whether it was a
15 conventional loan or whether it was a VA or FHA
16 in rare cases. So the -- and also in what state
17 that the loan was in. So, I mean, every state
18 has different guidelines, some were judicial,
19 some with non-judicial. I don't think you want
20 me to go through all of that.

21 Q. No. But nonetheless I think what
22 you're saying, and I'm asking for your
23 cooperation, is that pursuant to whatever
24 guidelines there were for that particular
25 mortgage, not type of mortgage, but the

1 particular mortgage for that particular
2 state would dictate that she could refer
3 that to an attorney for foreclosure or a
4 lawsuit and foreclosure could be filed.
5 All I'm trying to get at is that she is
6 actually working within various tickler
7 systems to get litigation initiated.

8 MS. POPE: Why don't you just ask
9 her if she handled this pursuant to
10 investor guidelines. I think we'll cut
11 through this quite a bit.

12 MR. EISENBERG: That's very broad
13 and I'm not sure I know what that means
14 myself.

15 MS. POPE: But I also object,
16 Stuart, because foreclosure is not in the
17 claim. It was never in foreclosure.

18 MR. EISENBERG: That's true.

19 MS. POPE: I think that would speed
20 this up.

21 MR. EISENBERG: Let's go off the
22 record for a second.

23
24 (Whereupon, there was an
25 off-the-record discussion.)

1 particular mortgage because that will define the
2 state and the type of mortgage, then you would
3 watch the time line for the processing of a
4 foreclosure complaint?

5 MS. POPE: I'm going to object to
6 the form of the question. You keep using
7 the word "type of mortgage" and I
8 personally don't know what you're talking
9 about. I'm also going to object to the
10 whole relevance of the foreclosure
11 questions.

12 MR. EISENBERG: What I really want
13 to try to get, and I think she's on the
14 verge of answering it, is that for whatever
15 guidelines there were pertaining to a
16 particular mortgage, because her
17 responsibility at this time was to -- she
18 was an expeditor, a mortgage foreclosure,
19 is that when it was appropriate in a
20 particular situation for foreclosure
21 responsibilities to initiate, that's what
22 she would oversee.

23 So, you know, if one guideline said
24 in 65 days -- with 65 days of delinquency,
25 for example, the guidelines for that

1
2 MR. EISENBERG: What I just
3 reviewed, to refresh my memory, was the
4 notice of deposition correlated with the
5 order. And A references enforcement of
6 mortgage obligations, attorney fees for
7 loan enforcement and mortgage obligations,
8 and that certainly would include
9 foreclosure. That was not one of the items
10 excepted.

11 MS. POPE: Of mortgages, everything
12 in your topics of examination, Stuart,
13 relates to -- what was the language you
14 used? The type of mortgages that are the
15 subject of this action which is a VA
16 mortgage. And you keep asking her about
17 Fannie Mae and Freddie Mac loans.

18 So my only -- I don't want to waste
19 a lot of time on this. I just wanted to
20 speed things up and make sure we got to
21 what is really at issue in this case.

22 MR. EISENBERG: Again, what I'm
23 trying to do is try to get an understanding
24 of the policies and procedures before we
25 get into the procedures of the Fitts loan.

1 Could you read back my last
 2 question, please?
 3
 4 (Whereupon, the requested testimony
 5 was read back.)
 6
 7 Q. I may come back to that. I'm
 8 going to set that aside for a minute; a lawyer's
 9 type of minute. Understand which can be
 10 extensive.
 11 In 1998 you became the Fannie Mae
 12 foreclosure supervisor. For how long were you
 13 the Fannie Mae foreclosure supervisor?
 14 A. Until April of 2000.
 15 Q. At which time you're still working
 16 for Chase; is that correct?
 17 A. No, sir.
 18 Q. No. At which time you then became
 19 employed by whom?
 20 A. No one.
 21 Q. Okay. You became unemployed?
 22 A. Yes, sir.
 23 Q. For what reason?
 24 A. My father became very ill and I
 25 moved back to Texas.

1 and the mortgage company in reviewing and
 2 researching loans and litigation.
 3 Q. And what was the purpose or
 4 purposes of these reviews?
 5 MS. POPE: Excuse me a minute.
 6 I'm just going to object on the basis of
 7 attorney-client privilege. Just be careful
 8 not to answer any questions that would
 9 divulge any conversations that you may have
 10 had with Chase's inside counsel or outside
 11 counsel.
 12 A. My department would work with the
 13 Legal Department in obtaining documents for
 14 loans in litigation in order to resolve any --
 15 to resolve lawsuits.
 16 Q. Define for me the types of
 17 litigation, when you use the phrase loans in
 18 litigation, which were involved in this function
 19 of yours?
 20 A. Foreclosure litigation, bankruptcy
 21 adversaries and true litigation, what we
 22 consider true litigation.
 23 Q. What is true litigation; what do
 24 you mean by that?
 25 A. Well, we consider foreclosure

1 Q. And for how long were you out of
 2 work?
 3 A. Until September of 2000.
 4 Q. So it was a six-month hiatus,
 5 apparently?
 6 A. Yes, sir.
 7 Q. And in September of 2000, you
 8 became re-employed I assume?
 9 A. Yes, sir.
 10 Q. By whom?
 11 A. Chase Manhattan Mortgage Company.
 12 Q. And what was your capacity upon
 13 re-engagement with Chase?
 14 A. Default resolution liaison
 15 supervisor.
 16 Q. Now, the titles are getting
 17 longer, so that must mean more functions. What
 18 were your responsibilities? And what was it
 19 again, default...
 20 A. Resolution liaison supervisor.
 21 Q. Okay. And your functions in that
 22 capacity?
 23 A. I headed a department, or unit,
 24 within the Default Loan Servicing Department.
 25 That's the liaison between the Legal Department

1 litigation is just when someone files an answer.
 2 And it's basically a general denial. Anything
 3 other than that, we consider true litigation.
 4 Q. Okay. So, in other words, and I
 5 may be using a term with which you are
 6 unfamiliar and just tell me. If there is a
 7 substantive response to a complaint rather than
 8 general denials, that would be within the true
 9 litigation definition?
 10 A. Yes, sir.
 11 Q. Okay. Define for me the term that
 12 you used "bankruptcy adversaries."
 13 A. When a person is in bankruptcy and
 14 they have a complaint against Chase or they
 15 believe that something is not correct, and they
 16 would file a complaint, which is an adversary in
 17 the bankruptcy court.
 18 Q. Would the term bankruptcy
 19 adversary include such matters as objections to
 20 proof of claim?
 21 A. No.
 22 Q. It would be, therefore, truly when
 23 a complaint is filed against Chase in the
 24 bankruptcy system; is that correct?
 25 A. Well, when a mortgagor believes

1 there may have been a missing payment, or it can
2 be many different things.

3 Q. And, again, your function in your
4 current capacity, that is after September of
5 2000, is to obtain documentation; is that
6 correct?

7 A. My current position?

8 Q. No, no, in September 2000.

9 A. Oh, yes, sir.

10 Q. And that documentation would be
11 for the purposes of what?

12 A. To resolve any litigation.

13 Q. To resolve or to, may I add the
14 words, or to corroborate the position of Chase?

15 MS. POPE: To what the position of
16 Chase?

17 MR. EISENBERG: Corroborate the
18 position of Chase.

19 Q. That is to say, if there was an
20 adversary proceeding and somebody is claiming
21 that Chase was -- I'll make up something, wasn't
22 paying -- was paying hazard insurance and was
23 charging the client when in fact the client had
24 insurance, would it be your position to --
25 strike that.

1 permanent employee there. I began living,
2 again, in Houston.

3 Q. Now, in this time, September of
4 2002, did Chase have an office in Houston,
5 Texas?

6 A. Yes, sir, we did.

7 Q. What is the address of that
8 office?

9 A. We have a lot of Chase offices in
10 Houston.

11 Q. Okay. With which one are you
12 specifically affiliated, if any one?

13 A. I'm not.

14 Q. You're not.

15 A. I don't work physically in one of
16 those.

17 Q. You work -- again, you testified
18 you work at home?

19 A. Yes, sir.

20 Q. Okay. But in 2002, what was your
21 function, if it changed at all? Now you're out
22 of Columbus and you're in Houston.

23 A. Right. I began traveling mainly
24 for Chase.

25 Q. Doing what?

1 I understand what you're saying.
2 Strike that.

3 For how long were you in this
4 capacity, that is default loan servicing -- I'm
5 sorry, default resolution liaison supervisor?

6 A. Until January of 2004.

7 Q. And what happened in January of
8 2004?

9 A. I was promoted to assistant
10 vice-president.

11 Q. Was there a title that accompanied
12 that to the extent of assistant vice-president
13 of something?

14 A. Default loan servicing.

15 Q. And what were your functions at
16 that time?

17 A. My functions actually changed
18 prior to the promotion.

19 Q. Approximately when and to what?

20 A. In September of 2002.

21 Q. And there was a second part on
22 that question, to what did your functions
23 change?

24 A. As of September 2002, I no longer
25 work in the Columbus, Ohio, office as a

1 A. Attending mediation, settlement
2 conferences, arbitrations, depositions and
3 trials.

4 Q. In what capacity? As a
5 representative of Chase, but in what capacity or
6 capacities did you attend these various
7 mediations, trials, arbitrations?

8 A. As a default resolution liaison
9 officer.

10 Q. What would your functions be as a
11 default resolution liaison officer? For
12 example, if I may, were you called upon to be a
13 witness; were you called upon to testify?

14 A. Yes, sir.

15 Q. Okay. Was another function
16 possibly sitting down with opposing counsel and
17 your counsel, of course, to try to resolve
18 amicably litigation?

19 A. Through mediations, yes, sir.

20 Q. Through mediation. Are you using
21 the term mediation as a formal process?

22 A. Yes, sir.

23 Q. So, in fact, you were -- were you
24 not involved in litigation solely at that time?

25 A. Yes. However, I did also

1 supervise the San Diego office, two people in
2 there.

3 Q. Okay. And what was the function
4 of this office in which the two people at least
5 were employed?

6 A. They worked for the default
7 resolution unit.

8 Q. And what were their functions?

9 A. To be the fact finders, to review
10 the documents on any loans in litigation.

11 Q. Was this all in support of
12 litigation?

13 A. Yes, sir.

14 Q. Okay. Would you describe for me
15 the types of litigation with which you were
16 involved at that time?

17 MS. POPE: Objection, relevance.

18 A. I don't understand exactly what
19 you mean by types of litigation.

20 Q. Were you involved in your capacity
21 as default liaison, were you involved as a
22 witness and/or in whatever other capacity you
23 worked for Chase in foreclosure litigation?

24 A. Yes, sir.

25 Q. Bankruptcy litigation?

1 MR. EISENBERG: Well, I tend to
2 agree, it was vague.

3 Q. Go back to January of 2004, your
4 promotion, and tell me what your functions were
5 upon obtaining that promotion to assistant
6 vice-president?

7 A. My functions didn't change.

8 Q. They didn't change?

9 A. No, sir.

10 Q. So the functions that you
11 described from December of 2002 continued
12 through your promotion; is that correct?

13 A. Yes, sir.

14 Q. Okay. From January of 2004 to the
15 current time, has there been any change in your
16 job description?

17 A. No, sir.

18 Q. So this is what you're doing?

19 A. Yes, sir.

20 Q. Okay.

21 A. Would this be a good time for me
22 to take a break?

23 Q. Sure. It's always a good time.

24
25 (Whereupon, a brief recess was

1 A. Bankruptcy adversary.

2 Q. Bankruptcy adversary only, okay.
3 Any other type of litigation?

4 A. Yes, sir, what we call true
5 litigation.

6 Q. Okay. Anything else?

7 A. Small claims courts.

8 Q. Really?

9 A. Yes, sir.

10 Q. You traveled to attend small
11 claims court litigation?

12 A. Yes, sir.

13 Q. That began in September of 2002;
14 is that correct?

15 A. Full-time, yes, sir.

16 Q. And you were promoted to assistant
17 vice-president in January of 2004. Again, give
18 me your functions in 2004, January, when you
19 were promoted to assistant vice-president.

20 I know it had to do with dealing
21 with lawyers who are inside Chase attorneys and
22 independent attorneys working for Chase; is that
23 correct?

24 MS. POPE: Object to the vague
25 form of the question.

1 taken.)

2
3 Q. I believe that where we left off,
4 really, was at the point in time where we are
5 today with your job. You're now an assistant
6 vice-president and your functions are the same
7 now as they were in September of 2002 and on?

8 A. Yes, sir.

9 Q. Some of the possible job functions
10 in which you may be engaged, but which you
11 didn't mention, are those that I'm going to ask
12 you about now. And if you don't have any
13 involvement with this particular area, you'll
14 just tell me you don't have any involvement with
15 it.

16 Do you have any involvement now
17 with foreclosure proceedings at the time of
18 initiation?

19 A. No, sir.

20 Q. Do you have any involvement with
21 bankruptcies at the time bankruptcies are filed
22 on and through the bankruptcy process, but for
23 bankruptcy adversaries?

24 A. No, sir.

25 Q. To whom do you report now?

1 A. To Steve Paton.
 2 Q. Spell that, please?
 3 A. P-a-t-o-n.
 4 Q. And please give me his job title.
 5 A. I don't know.
 6 Q. Is he a vice-president?
 7 A. I don't know. I think so.
 8 Q. Where is he located?
 9 A. In Columbus, Ohio.
 10 Q. Are there any other persons of
 11 whom you are aware who have the same job
 12 responsibilities as you for Chase?
 13 A. No, sir.
 14 Q. And while I keep throwing out the
 15 word Chase, and as do you, by what formal names
 16 in the mortgage -- does Chase trade, if you
 17 know, in the mortgage business as a mortgage
 18 servicer?
 19 For example, I am familiar with
 20 Chase Manhattan Mortgage Corporation. Does it
 21 trade or utilize any other name or are there
 22 other entities that are affiliated with Chase
 23 that are in the mortgage servicing business?
 24 MS. POPE: Object to the form of
 25 the question.

1 Q. P-e-n-d-l-e-t-o-n?
 2 A. Yes, sir.
 3 Q. What is her title, if any?
 4 A. She is a DRU legal liaison.
 5 Q. Do you know what her functions
 6 are?
 7 A. Yes, sir. She gathers information
 8 on loans, fact -- she's a fact finder, basically
 9 for loans and litigation.
 10 Q. Can you equate her functions to
 11 those functions you defined for the individuals
 12 in San Diego?
 13 A. Yes, sir, they're the same
 14 functions.
 15 Q. Okay. What were the substance of
 16 your conversations with Donna Pendleton?
 17 A. I don't recall. I don't want to
 18 tell you something incorrect. I know I had a
 19 conversation with her about one particular
 20 screen on our computer system and I had her send
 21 it over to me.
 22 Q. What screen is that?
 23 A. It's called the REII.
 24 Q. And what does that stand for?
 25 A. I don't know.

1 Q. Let me give you an example. Is
 2 Chase as a mortgage service known as the Chase
 3 Manhattan Mortgage Corporation?
 4 A. Not any longer.
 5 Q. Now what is it known as?
 6 A. Chase Home Finance, LLC.
 7 Q. Do you know what happened to the
 8 entity known as Chase Manhattan Mortgage
 9 Corporation?
 10 A. I honestly don't.
 11 Q. Have you discussed this case with
 12 anyone other than your attorney or attorneys?
 13 A. Yes, sir, I have.
 14 Q. With whom?
 15 A. With a lady that works in the
 16 Columbus DRU, and a lady that works in our --
 17 some of it, just minor things, with the lady
 18 that works in our bankruptcy division in
 19 Columbus. And that's about all.
 20 Q. All right. DRU, is that default
 21 resolution unit?
 22 A. Yes, sir.
 23 Q. With whom did you speak in that
 24 unit?
 25 A. I spoke to Donna Pendleton.

1 Q. What does it contain, what
 2 information does it contain?
 3 A. It contains a break down of how
 4 fees such as pay off fees, attorneys fees and
 5 costs, brokers' price opinions and property
 6 inspections, and there's probably a few more
 7 types of fees. It tracks the fees on our system
 8 and how it breaks them down into each category.
 9 And also fee waivers.
 10 Q. Did she basically -- was her
 11 function -- strike that.
 12 Would the purpose of this or these
 13 discussions with Donna Pendleton to educate you
 14 on these issues?
 15 A. No, sir.
 16 Q. No, okay. Do you know what kind
 17 of system, if there is one term that you can use
 18 to define the system that Chase uses?
 19 A. For what?
 20 MS. POPE: Objection to the form
 21 of the question. Yes, for what? That's
 22 the difficulty.
 23 Q. For accounting -- I'm sorry,
 24 computer system that Chase may use for its
 25 servicing of mortgages; the system from which,

1 for example, the REII screen derives?
 2 A. Yes, sir, I can tell you what that
 3 system was called. It's recalled the RE. I
 4 think it's Real Estate System.
 5 Q. Do you know if it's a system
 6 that's been developed by Chase or is it a system
 7 such is one that is prominent in the industry
 8 called the All Tell, or used to be called the
 9 All Tell System?
 10 A. No, it's not an All Tell.
 11 Q. Okay.
 12 MR. EISENBERG: Off the record.
 13
 14 (Whereupon, there was an
 15 off-the-record discussion.)
 16
 17 Q. Does the REII screen -- strike
 18 that.
 19 With regard to the person in the
 20 bankruptcy division in Columbus with whom you
 21 communicated about this case, what was that
 22 person's name? What is that person's name?
 23 A. Janet Smith.
 24 Q. Does she have a title of which you
 25 are aware?

1 the question as attorney-client privilege.
 2 I was there and I was handling the
 3 conversations.
 4 Q. Okay. In your background as an
 5 employee of Chase, have you ever been involved
 6 in any respect, that's a broad category, of
 7 dealing with accounts in bankruptcy other than
 8 bankruptcy adversary matters?
 9 THE WITNESS: Can you repeat the
 10 first part of his question, please?
 11
 12 (Whereupon, the requested testimony
 13 was read back.)
 14
 15 A. Yes.
 16 Q. And in what capacity?
 17 A. I'm trying to remember what -- I
 18 don't know what state it was, but I know that I
 19 helped on a project of getting copies of notes
 20 and deeds to -- for our Bankruptcy Department
 21 for one particular state. But I forgot what the
 22 state is.
 23 Q. Do you recall what the purpose of
 24 the investigation was?
 25 A. Oh, it wasn't an investigation, it

1 A. I don't know what her title is.
 2 Q. Do you know what her job functions
 3 are?
 4 A. No, sir.
 5 Q. How did you get in contact with
 6 her?
 7 A. My old boss.
 8 Q. We're sensitive about the use of
 9 the word old, but that's okay.
 10 A. My former boss --
 11 Q. Thank you.
 12 A. -- thought that she may know the
 13 answer to my question and he patched her in.
 14 Q. Okay. And who was your former
 15 boss?
 16 A. Bill Becker.
 17 Q. And where is Bill now?
 18 A. He's in Columbus, Ohio.
 19 Q. What is his title?
 20 A. I believe it's manager of the
 21 Homeowners' Assistance Department.
 22 Q. And what was the question that you
 23 posed of him for which he felt Janet Smith could
 24 be of assistance?
 25 MS. POPE: I'm going to object to

1 was a project.
 2 Q. Okay. Do you recall what the
 3 purpose of the project was?
 4 A. I believe that we were having
 5 problems getting imaged copies of the notes and
 6 deeds as fast as what we wanted. We
 7 anticipated. So we did it ourselves rather than
 8 a different department.
 9 Q. Okay. Kind of on a change tact
 10 now. I just want to warn you so that you don't,
 11 you know, things are coming to a complete stop.
 12 How many mortgages at the current
 13 time, approximately, does Chase service?
 14 A. We have about 5 million.
 15 Q. There is a company of which I am
 16 familiar to some extent, because I've seen it
 17 with clients of mine, called either America
 18 Servicing Company or ASC. Have you ever heard
 19 of it?
 20 A. No, sir, I haven't.
 21 Q. Does Chase have any subsidiaries
 22 that service mortgages, if you know, of which
 23 you are aware?
 24 A. I don't know the answer to that
 25 question.

1 Q. Of the approximately 5 million
2 mortgages that are being serviced -- strike
3 that.
4 When you first went to work for
5 Chase --
6 MS. POPE: We can stipulate that
7 when you use the word Chase we're talking
8 Chase Home Finance.
9 MR. EISENBERG: Yes, correct. And
10 that should be on the record. And it is.
11 MS. POPE: The predecessor Chase
12 Manhattan Mortgage Corporation, correct.
13 Q. Do you recall how many loans,
14 mortgage loans were serviced by Chase when you
15 first joined it?
16 A. I believe it was approximately 2.3
17 million.
18 Q. Can you approximate for me or do
19 you know either the approximate number or the
20 percentage of loans serviced by Chase that are
21 owned by Chase of which Chase is the investor?
22 A. I don't know.
23 Q. Does Chase, in fact, service any
24 loans owned by it?
25 A. Yes, sir.

1 Q. But you don't know?
2 MS. POPE: Don't know what?
3 Q. An approximate number of those
4 that are owned or a percentage of the portfolio
5 that are owned by Chase?
6 MS. POPE: Okay.
7 Q. Are you aware of a percentage of
8 the loan service by Chase that are represented
9 by delinquencies?
10 A. What was that question again?
11 Q. Do you know the percentage of
12 delinquencies of the mortgages serviced by
13 Chase?
14 A. No, sir, I don't.
15 Q. Do you know the percentage of
16 loans, mortgage loans, serviced by Chase that
17 are in default?
18 A. No, sir.
19 MS. POPE: Object to the vague
20 form of the question, in default. But
21 she's answered.
22 Q. Do you know the percentage of
23 bankruptcies -- I'm sorry. Do you know the
24 percentage of the Chase portfolio that are in
25 bankruptcy at any one time?

1 A. No, sir.
2 Q. Did you ever know that or if I
3 were to tell you that it is my experience with
4 other companies, not with Chase, that the
5 standard response to that is 1 percent of the
6 mortgage portfolio is in bankruptcy at any one
7 time, would that refresh a memory that may have
8 forgotten the statistic or you just don't know?
9 MS. POPE: Object to the form of
10 the question. But you can answer if you
11 know.
12 A. I've heard the statistics before,
13 but I don't recall what they are.
14 Q. Do you know the percentage of
15 mortgages serviced by Chase that are in
16 foreclosure at any time, at any one time?
17 A. No, sir.
18 Q. Do you know the percentage of
19 mortgages in the Chase portfolio that are -- for
20 which Chase is servicing the mortgage for Fannie
21 Mae?
22 A. No, sir.
23 Q. How about Freddie Mac?
24 A. No, sir.
25 Q. FHA guarantee loan?

1 A. No, sir.
2 Q. VA?
3 A. No, sir.
4 Q. Do you know of anybody who can
5 provide me with these statistics that I've just
6 asked you? And if you wish me to go back and
7 give you each category, I would be happy to.
8 A. I'm sure that we could get those,
9 but I don't know an individual's name.
10 Q. When a mortgage account that is
11 serviced by Chase files a bankruptcy, how does
12 Chase find out?
13 A. Is there any particular type of
14 loan that you're asking about, or just any
15 bankruptcy or any state?
16 Q. Any bankruptcy involving any
17 mortgage; any residential mortgage serviced by
18 Chase.
19 A. There's a number of different ways
20 in which we find out.
21 Q. Okay. Tell me.
22 A. We can find out by the mortgagor
23 calling, by the mortgagor's attorney calling, by
24 pulling it up on Pacer.
25 Q. How would you pull it up on Pacer

1 without knowing it was in bankruptcy?
2 A. Based -- basically our attorney
3 would pull it up on Pacer prior to conducting a
4 foreclosure sale to make sure that the mortgagor
5 hadn't filed bankruptcy before the sale.
6 Q. Are you saying that every mortgage
7 scheduled for foreclosure sale, which implies to
8 me that a judgment has been achieved and the
9 residence is scheduled for sheriff's sale, that
10 every mortgage that is scheduled for sheriff's
11 sale is checked on Pacer to determine if, in
12 fact, there is a bankruptcy?
13 A. No, sir, I didn't say that.
14 Q. Okay. Then do me a favor and go
15 back and explain to me how Pacer would be
16 involved as a research tool to determine if
17 somebody's in bankruptcy?
18 A. If we have a mortgage, mortgagor
19 that is in the process of foreclosure that has
20 filed multiple times, then an attorney would
21 more than likely pull it up on Pacer to see if
22 they had filed yet another bankruptcy.
23 Q. Would that be local counsel,
24 outside counsel?
25 A. That would be foreclosure counsel.

1 Q. But independent counsel, not a
2 Chase employee; is that correct?
3 A. Correct.
4 Q. Not from the Chase Legal
5 Department, correct?
6 A. That's correct.
7 Q. Okay. Are there any other means
8 or methods by which Chase would learn of a
9 bankruptcy?
10 A. I'm sure there is. By mail. And
11 I'm sure there are some that I haven't stated.
12 Q. Is there a specific clearing house
13 within Chase to which these notices are sent or
14 provided to initiate the process whereby Chase
15 will set up a file for bankruptcy?
16 MS. POPE: Object to the form of
17 the question. What do you mean by notices?
18 She hasn't testified about any notices, so
19 I don't know what you're talking about.
20 MR. EISENBERG: Sure.
21 Q. When Chase is notified of a
22 bankruptcy filing affecting a residential
23 mortgage account --
24 MS. POPE: Okay.
25 Q. -- who initiates? Where does

1 that -- what happens to that file? How does the
2 process start when Chase sets up a file?
3 A. Let me make sure I understand your
4 question.
5 Q. Sure.
6 A. Once we're notified of a
7 bankruptcy, you want to know how it's set up?
8 Q. What happens, sure, in Chase.
9 Yeah.
10 A. There is the Bankruptcy Department
11 and a file is set up and the computer is coded
12 that the loan is in bankruptcy and a module is
13 then set up in order to track the bankruptcy
14 process.
15 Q. What do you mean by module?
16 A. Well, whether it's a Chapter 7,
17 11, 13. It's in the same module, but depending
18 on the type of bankruptcy. There's I guess a
19 different drop down box for that bankruptcy.
20 Q. Are you talking about the
21 operating system for servicing mortgages has a
22 specific -- I'll use your term -- drop down box
23 into which bankruptcy information is coded?
24 A. A system that we use to track our
25 bankruptcies, yes, sir.

1 Q. I guess I'm trying to understand.
2 Let's just hypothetically say that the attorney
3 for a debtor advises Chase that a Chapter 13 has
4 been filed on behalf of this debtor and
5 corroborates it with some physical evidence or
6 Chase corroborates it on paper. What does Chase
7 do now servicing wise?
8 A. We code the computer, the RE
9 system, that a bankruptcy has been filed. And
10 it depends on what -- where the loan is.
11 Whether it's a current loan, whether it's a loan
12 that's in default yet not yet in foreclosure.
13 It depends on a lot of different things.
14 Q. Let me give you some terse
15 hypotheticals and you can answer it
16 individually.
17 A Chapter 7 proceeding is filed.
18 The mortgagor, when I say mortgagor, I'm
19 referring to any number of mortgagors who may be
20 on a property. Mortgagor can be in the single
21 or the plural. And the mortgagor is current.
22 What happens with this? How is this file set up
23 in bankruptcy?
24 A. The RE system is coded that the
25 loan is in bankruptcy. And it is also input

1 onto a bankruptcy tracking system. And from
2 there, we would file a proof of claim.

3 Q. Who would prepare and file that
4 proof of claim?

5 A. An outside attorney. An attorney
6 that would work in the state in which the
7 bankruptcy was filed.

8 Q. Okay. So, for example, in a
9 situation in which there is a Chapter 7 filed on
10 an account, a residential mortgage account that
11 is current, that file is nonetheless referred to
12 outside counsel?

13 A. Yes, sir.

14 Q. And that outside counsel will file
15 a proof of claim; is that correct?

16 A. Yes, sir.

17 Q. When a file is referred to an
18 outside counsel on a Chapter 7 for where the
19 account is current, is the attorney for the --
20 for Chase, the outside attorney for Chase,
21 compensated for filing that proof of claim or is
22 the attorney compensated an initial sum of money
23 for which that attorney is to provide a series
24 of services?

25 MS. POPE: Object to the compound

1 Fannie Mae that state what compensation or what
2 is included under the filing of the proof of
3 claim based on the different types of bankruptcy
4 that may be filed, 7, 11 or 13. And I don't
5 know specifically exactly what is entailed in
6 that. I guess the listing exactly what Fannie
7 Mae says for this amount of money you can
8 provide these services.

9 Q. How about VA, same situation,
10 Chapter 7, current debtor?

11 A. Yes, there is a specific -- and
12 you're talking today?

13 Q. Yeah.

14 A. Today.

15 Q. Umm-hum.

16 A. Yes, there is a specific amount
17 that entails everything that can be done on a VA
18 loan.

19 Q. You don't know what that amount is
20 for this specific type of bankruptcy situation,
21 do you?

22 A. I believe it's \$450 for a
23 Chapter 7 VA.

24 Q. And what is expected of the debtor
25 for that -- I'm sorry, the outside counsel for

1 form of the question.

2 A. I want to make sure that I
3 understand your question. Are you asking me if
4 when the bankruptcy attorney files a proof of
5 claim, is he compensated at the time that he
6 presents a bill to Chase?

7 Q. No, not at this time. I will get
8 into that. What I'm interested in knowing is
9 whether or not when Chase refers a file to
10 outside counsel because one of its mortgagors is
11 in bankruptcy, is that attorney initially
12 compensated by a preset amount for which that
13 attorney is to perform a proscribed set of
14 services; or, is that file referred to that
15 attorney to file a proof of claim and that
16 attorney is compensated just for filing the
17 proof of claim?

18 A. And what do you mean by
19 "compensated"?

20 Q. Paid.

21 A. It depends on the investor type.

22 Q. Okay. Fannie Mae.

23 A. Straight Fannie Mae?

24 Q. Umm-hum. Yes.

25 A. There are specific guidelines for

1 that?

2 A. And you are talking today?

3 Q. I am talking today. I'll go back.

4 A. Today \$450 on a Chapter 7 entails
5 everything.

6 Q. Do you know the term out sourcing
7 counsel?

8 A. Yes, sir.

9 Q. What does that mean to you?

10 A. I guess I don't. May not know
11 what you --

12 Q. Don't worry about me.

13 A. Well, let me go back, then, and
14 re-answer that. No.

15 Q. Okay. Did you ever hear of a law
16 firm named McCella Raymer?

17 A. Yes, sir.

18 Q. Do you know anything about McCella
19 Raymer that if I ask you some questions you can
20 answer them?

21 MS. POPE: Object to the form of
22 the question. She won't know if she can
23 answer them until she knows your questions,
24 so.

25 MR. EISENBERG: Great objection and

1 I'm going to clarify.
 2 Q. Do you know where McCella Raymer
 3 is located?
 4 A. Yes, sir.
 5 Q. Where?
 6 A. I believe Atlanta, Georgia.
 7 Q. Roswell, Georgia, but that's okay.
 8 They're real close.
 9 Do you know what McCella Raymer
 10 does for Chase Manhattan Mortgage Corporation,
 11 Chase?
 12 MS. POPE: Are we talking
 13 currently?
 14 Q. Currently.
 15 A. No, I don't.
 16 Q. Do you know if McCella Raymer, for
 17 example, does work for Chase in a geographical
 18 -- for a geographical area larger than the state
 19 of Georgia?
 20 MS. POPE: Objection. Lack of
 21 foundation. She's just testified she
 22 doesn't know what they do for them today.
 23 MR. EISENBERG: Okay.
 24 Q. My understanding of the term out
 25 sourcing attorney or out source attorney is an

1 A. I don't know.
 2 Q. Let me then jump to a question
 3 about how does Chase determine to which attorney
 4 a bankruptcy file should be referred once it's
 5 notified that a bankruptcy has been filed?
 6 MS. POPE: Are you talking today's
 7 practice?
 8 MR. EISENBERG: I'm talking today's.
 9 A. It depends -- a lot of it depends
 10 on investor, who the investor is and what they
 11 want.
 12 Q. VA.
 13 A. Let me make sure I understand your
 14 question. You're asking me how does Chase pick
 15 a bankruptcy attorney for a VA loan that is in
 16 bankruptcy?
 17 Q. Yes.
 18 A. Chase has a network of approved
 19 bankruptcy counsel.
 20 Q. Approved by whom?
 21 A. I don't know.
 22 Q. Okay.
 23 A. And we use whatever approved
 24 bankruptcy counsel for the state or the county
 25 in which the loan is situated and the mortgage

1 attorney which acts as -- on behalf of a
 2 mortgage servicer that handles regions, not just
 3 states. And files are referred by a mortgage
 4 servicer to an out sourcing attorney for the out
 5 sourcing attorney to oversee a bankruptcy
 6 proceeding and, if need be, to utilize and
 7 coordinate the use of local counsel. Excuse me.
 8 MR. EISENBERG: Please excuse me.
 9
 10 (Whereupon, a brief recess was
 11 taken.)
 12
 13 (Whereupon, the requested
 14 testimony was read back.)
 15
 16 MS. POPE: But that's not a
 17 question, so.
 18 MR. EISENBERG: That's a statement.
 19 Q. Does that assist you in any
 20 respect with regard to how Chase may handle --
 21 how -- strike that.
 22 Pursuant to my definition as set
 23 forth on that of out sourcing counsel, does
 24 Chase use out sourcing counsel in its bankruptcy
 25 proceedings?

1 is filed. Because sometimes I can live in one
 2 county and file in another, or even in another
 3 state and we would use whatever attorney is the
 4 closest for that state or that county.
 5 Q. Is that true for Fannie Mae loans?
 6 A. Today I honestly don't know.
 7 Q. How about 1998?
 8 A. I don't know the specific
 9 guideline for 1998.
 10 Q. Okay. Do you know the specific
 11 guidelines for FHA or VA in 1998?
 12 A. I don't.
 13 Q. How about 2000?
 14 A. No, sir.
 15 Q. 2002?
 16 A. No.
 17 MS. POPE: Specific guidelines for
 18 what? I'm lost now.
 19 MR. EISENBERG: We're talking about
 20 specific guidelines for referral to
 21 counsel, outside counsel for bankruptcy
 22 proceedings.
 23 MS. POPE: I object to the form of
 24 the question. I don't know what you mean
 25 by "guideline." Because she's testified

1 that there's an approved list of attorneys
2 and the word "guideline" now is throwing me
3 off.

4 MR. EISENBERG: Okay. I believe the
5 guidelines came from the witness and I
6 believe --

7 Q. Correct me if I'm wrong, I'm
8 addressing my question to the witness. Correct
9 me if I'm wrong, that there are guidelines by
10 investor as to who may be an approved attorney?

11 A. No, I believe that you asked me
12 did I know how they were approved and I said no,
13 I don't know.

14 Q. Okay. Okay. And that -- and that
15 was in 1998 you didn't know, the year 2000 you
16 didn't know; is that correct?

17 A. That's correct.

18 Q. 2002 you didn't know; is that
19 correct?

20 A. Yes, sir.

21 Q. And how about today?

22 A. No.

23 Q. Okay. And is that answer the same
24 for VA and FHA loans?

25 MS. POPE: And, again, object to

1 Q. Yes.

2 A. No, sir, I don't.

3 Q. Okay. Tell me the process in 1998
4 when a VA loan -- strike that.

5 In 1998, if you recall, what would
6 Chase do if a VA loan were to become two months'
7 past due?

8 MS. POPE: Objection, but you can
9 answer if you know.

10 A. I'm going strictly from memory,
11 and I may not be 100 percent accurate. I want
12 you to know that. So I may miss something. But
13 I have read the guidelines for VA.

14 Q. Okay. When?

15 A. When?

16 Q. Umm-hum.

17 A. I re-read them, a portion of them,
18 Saturday night.

19 Q. What portion was that?

20 A. It was a portion on default loan
21 servicing. I think it was entitled something
22 else in the handbook.

23 Q. Do you have a copy of that?

24 MS. POPE: You do.

25 A. Yes, sir.

1 the form of the question. The question is,
2 does she know who approved or how these
3 attorneys were approved; is that correct?

4 MR. EISENBERG: How they are
5 selected, actually.

6 MS. POPE: Okay. As long as we're
7 clear about what the question is for all
8 these years.

9 A. Yeah, I'm not sure I understand
10 the question. Do I know for all of those, from
11 1998 through today, how Chase selected the
12 bankruptcy counsel for FHA and VA loans?

13 Q. Yes.

14 A. That filed any type of bankruptcy?

15 Q. That's correct.

16 A. No.

17 Q. And is your answer the same for
18 Freddie Mac loans?

19 A. Yes, sir.

20 Q. Is it the same for Fannie Mae
21 loans?

22 A. And it's the same question?

23 Q. Yes.

24 A. Do I know how that counsel was
25 picked?

1 MS. POPE: It's been produced to
2 you.

3 MR. EISENBERG: It's been produced?
4 Good.

5 Q. You said that you re-read them.
6 Do you recall the first time that you read those
7 regulations or guidelines or policies?

8 A. No, I don't recall the first time.

9 Q. Okay. But there was a first time?

10 A. Yes, sir.

11 Q. Okay.

12 A. Many years ago.

13 Q. How about FHA, have you refreshed
14 your memory as to FHA guideline?

15 A. Not recently.

16 Q. Do you recall the last time you
17 reviewed any FHA guidelines?

18 A. Probably a year ago.

19 MR. EISENBERG: Let me just take a
20 look at the documents that have been
21 produced. I have in my hand now copies of
22 the documents that have been produced
23 pursuant to the notice of deposition in the
24 court order.

25 Q. My question to the witness is,

1 have you reviewed these documents prior to
2 coming here today?
3 A. Yes, sir.
4 Q. Okay. So you're familiar with
5 them?
6 A. Yes, sir.
7 Q. Okay. The first set of documents
8 appear to be the file of Louise Fitts in the
9 file; is that correct?
10 A. No, sir.
11 Q. What are the first set of
12 documents?
13 A. This is the origination file.
14 Q. The origination file of the
15 mortgage loan?
16 A. Yes, sir.
17 Q. Is this your recollection that
18 this was the mortgage loan that was eventually
19 assigned to Louise Fitts?
20 A. It's claimed to have been assigned
21 to Ms. Fitts. I've never seen the assignment.
22 MR. EISENBERG: Let me have
23 this -- off the record.
24
25 (Whereupon, there was an

1 off-the-record discussion.)
2
3 MR. EISENBERG: The particular
4 file to which we just referred doesn't look
5 like -- it's Bates stamped ,but CHF 00001
6 through and including CHF 0000 -- no, three
7 zeroes, 89.
8 Q. The second group of documents --
9 well, actually, let me give the second batch of
10 documents stamped CHF 00090 through and
11 including CHF 00139 to Ms. Baker and let her
12 identify that, please.
13 A. This package contains copies of
14 the three bankruptcy filings from Ms. Louise
15 Fitts. Some information about her escrow
16 analysis, attorney letters from Federman and
17 Phelan and pay off quotes that were issued
18 pursuant to Ms. Fitts' request.
19 A letter from Ms. Fitts requesting
20 a pay off, a copy of a stipulation and agreed
21 order stipulation that was entered into between
22 Ms. Fitts and Federman and Phelan and Chase.
23 Q. And when you're using the words
24 Ms. Fitts, we are referring to Ms., M-i-s-s ,and
25 Fitts, F-i-t-t-s; is that correct?

1 A. I don't know if she's a Ms. or a
2 Mrs.
3 Q. I'm just concerned about "misfits"
4 and I want to make sure that the stenographer --
5 A. The notice of intent to foreclose
6 and the notice of default that was sent from
7 Chase to VA. And acknowledgments from VA to
8 Chase, another pay off request and the copies of
9 the Act 91 letters sent from Chase to Louise
10 Fitts on several occasions. And the page that
11 shows the consumer companies that Ms. Fitts
12 might want to contact.
13 Q. To the best of your recollect, the
14 items that you just went and explained the
15 content to the stenographer, is this the entire
16 file on Louise Fitts?
17 A. No, sir.
18 Q. It is not the entire file on
19 Louise Fitts, okay. Do you know what's missing
20 from that file?
21 MS. POPE: Object to the form of
22 the question.
23 Q. Do you know what's missing from
24 this package?
25 MS. POPE: I can represent to you

1 that package is the bankruptcy file, okay.
2 When you use the word "file," that can be
3 origination file, servicing file, loan
4 history file.
5 MR. EISENBERG: Okay. And we know
6 that we have the --
7 MS. POPE: Origination file.
8 MR. EISENBERG: We have the
9 origination file and I know coming up are
10 other aspects of the file.
11 MS. POPE: Correct.
12 Q. The next batch of documents of
13 which I'm making reference are stamped CHF 00140
14 through and including CHF 00149. Would you
15 please identify those? You need not go through
16 each one?
17 A. Yes, sir, these are copies of
18 attorney bills for the Louise Fitts loan.
19 Q. Next package of information or
20 documents produced, CHF 00150 through and
21 including CHF 00161.
22 MS. POPE: What is the question?
23 Q. Why don't you identify the
24 content?
25 A. Oh, all right. These are copies

1 of the pay off statements that were produced on
2 the Louise Fitts loan.

3 Q. Okay. The next batch marked CHF
4 00162 through and including CHF 00246.

5 A. This is a copy of the payment
6 history on Ms. Louise Fitts' loan since Chase
7 was the servicer.

8 Q. Next batch is stamped CHF 00247 to
9 and including CHF 00270. Please identify that
10 series of documents?

11 A. This is a copy of the collector
12 history inquiry on the Louise Fitts loan.

13 Q. And the next batch is marked CHF
14 00271 through and including CHF 00293.

15 MS. POPE: I think she's waiting
16 for a question.

17 Q. I'm sorry. Please identify the
18 content?

19 A. This is a copy of the Foretrack
20 history notes on the Louise Fitts loan.

21 Q. Please identify what that means,
22 what does that mean, Foretrack?

23 A. Foretrack is the system that Chase
24 uses to track loans in foreclosure, bankruptcy
25 or home assistance.

1 through and including CHF 00393, kindly identify
2 that?

3 A. This is a copy of the loan
4 guarantee circulars with an overview by year,
5 beginning with 1996 through 2003. And then just
6 a basic -- it's not the whole circular that was
7 printed for those years. But it is an outline
8 of what each circular was for those years.

9 Q. And I think what you're also
10 saying to me is whatever may not be provided to
11 me from these documents that you downloaded will
12 be available to me on the Internet?

13 A. Yes, sir.

14 Q. Okay. Next batch is marked CHF
15 00394 through and including CHF 00398, kindly
16 identify those?

17 A. Yes, sir. This is a circular
18 26-01-8 that was issued September the 7th, 2001.
19 And it is the attorneys' and trustees' fees and
20 other liquidated expenses for VA benefit loans
21 that was printed off of the Internet.

22 Q. Okay. The next batch is marked
23 CHF 00399 through and including CHF 00405.
24 These have not been clipped together, but they
25 appear to be the same series of documents.

1 Q. Next batch marked CHF 00294
2 through and including CHF 00297, kindly identify
3 the content of that?

4 A. This is a printout of the home
5 page off the Internet for Home Loan Guarantee
6 Services on VA loans.

7 Q. The next batch is stamped CHF
8 00298 through and including CHF 00365. Please
9 identify the content?

10 A. This is a copy of the VA handbook
11 H26-94-1 that was printed off the Internet in
12 connection with the prior exhibit.

13 Q. Is that batch to which you've just
14 referred provided in its entirety or has there
15 been any pages culled from it or extracted?

16 A. No, sir, this was printed strictly
17 directly off the Internet.

18 Q. Okay. Thank you.

19 Next batch is marked CHF 00366
20 through and including CHF 00369, kindly identify
21 that content?

22 A. This is -- was an overview of the
23 loan guarantee fliers that have been issued that
24 was printed directly off of the Internet.

25 Q. Next batch marked CHF 00370

1 Kindly identify these?

2 A. Yes, sir. This is a circular
3 dated July 1, 2002, from the Department of
4 Veteran Affairs regarding all loan servicers
5 doing business in Delaware, Indiana, Michigan,
6 New Jersey, Ohio and Pennsylvania.

7 Q. Do you believe these should all be
8 appended together, these should be together?

9 A. What all?

10 Q. These papers that were loosely --
11 they were loose, they weren't tacked together,
12 they weren't stapled.

13 A. Those?

14 Q. Yeah, these should be together?

15 A. Yes, sir.

16 Q. Okay. And finally CHF 00406 and
17 407, kindly identify those.

18 A. This is a printout of the REII and
19 REI 3 screens from the Chase computer system
20 regarding the Louise Fitts loan.

21 Q. Were you ever familiar prior to
22 your discussion with Donna Pendleton of the
23 particular screens that are referenced on CHF
24 00406 and 407?

25 A. What was your question again?

1 Q. Were you familiar with these two
2 documents prior to your discussions with Donna
3 Pendleton?

4 MS. POPE: Object to the form of
5 the question. Do you mean the form of
6 document or with respect to the --

7 MR. EISENBERG: The actual
8 documents.

9 MS. POPE: Okay.

10 A. You don't mean the screen, you
11 mean what is on Ms. Fitts --

12 Q. I mean what is on there right now.

13 A. No, sir, I was not.

14 Q. Were you familiar with the screen
15 prior to your discussions with Donna Pendleton?

16 A. Yes, sir.

17 Q. Okay. Thank you.

18 MR. EISENBERG: Off the record.

19
20 (Whereupon, there was an
21 off-the-record discussion.)
22

23 Q. I want to go back to the referral
24 of cases from Chase to counsel, outside counsel.
25 And I believe that I can summarize your

1 MS. POPE: Well, objection, asked
2 and answered. You've been through all
3 this. That was that long list of questions
4 earlier.

5 MR. EISENBERG: I just don't
6 remember the answer.

7 MS. POPE: I can tell you she
8 testified she doesn't know what the
9 guidelines were for what constitutes an
10 approved attorney back then.

11 MR. EISENBERG: That's right.

12 Q. And you said that you don't know
13 them from 1998 to the current time?

14 MS. POPE: Correct.

15 Q. Okay. Are you familiar -- strike
16 that.

17 You did testify that when Chapter
18 7 bankruptcies are filed and Chase is notified
19 and the loan is current, that the file is
20 nonetheless referred to outside counsel for the
21 filing of a proof of claim; is that correct?

22 A. Yes, sir.

23 Q. Was that correct in 1998?

24 A. For the loans Chase serviced in
25 1998?

1 testimony, and I'm -- I'll ask you to say, yes,
2 I'm summarizing it correctly or, no, I'm not.
3 And then I would ask you to correct me.

4 That Chase has a list of approved
5 attorneys to whom or to which Chase can refer
6 mortgages, loans that are in bankruptcy; is that
7 correct so far?

8 MS. POPE: I'm going to object to
9 the form of the question. Her testimony
10 speaks for herself -- for itself.

11 Q. Since I don't recall specifically,
12 let me go back and refresh my memory. How does
13 Chase determine to whom it will refer -- to
14 whom, meaning an attorney, outside attorney, to
15 whom it will refer bankruptcies that involve a
16 loan in its portfolio?

17 A. It depends on the investor
18 guidelines.

19 Q. Okay. Are you familiar with the
20 specific guidelines per type of mortgage?

21 MS. POPE: Object to the vague
22 form of the question. For what?

23 Q. In other words, how do you
24 determine to whom a loan in bankruptcy will be
25 referred pursuant to VA guidelines in 1998?

1 Q. Yeah.

2 A. Yes, sir.

3 Q. 2000?

4 A. Yes, sir.

5 Q. 2002?

6 A. Yes, sir.

7 Q. Were Chase loans that were noticed
8 to Chase as being in bankruptcy that were
9 Chapter 7s that were not current, were they
10 referred to outside counsel in 1998?

11 A. Yes, sir.

12 Q. And for what purposes?

13 A. What, the Chapter 7s?

14 Q. Yes.

15 A. We would file a proof of claim and
16 then we would file a motion for relief from stay
17 or have the attorney file it on our behalf.

18 Q. And do you know if that referral
19 would be accompanied by any payment to the
20 attorney?

21 A. Not at that time.

22 Q. How would the attorney get paid?

23 A. They would present a bill.

24 Q. And Chase would pay it?

25 A. Chase would review it, yes, and

1 make payment.
 2 Q. How were the bills reviewed --
 3 were the bills reviewed -- and I'm referring to
 4 both situations in Chapter 7s, one is current,
 5 one is not current. Are the bills received by
 6 Chase or were the bills received by Chase from
 7 their attorney reviewed by computer?
 8 MS. POPE: Stuart, can we get a
 9 time, a scope for these questions?
 10 MR. EISENBERG: 1998. This is '98.
 11 MS. POPE: Fine.
 12 Q. Reviewed by an individual at Chase
 13 or individuals at Chase or by computer?
 14 A. They were reviewed by individuals.
 15 Q. How about in the year 2000?
 16 A. Same answer.
 17 Q. How about in the year 2002?
 18 A. Same answer.
 19 Q. And at the current time?
 20 A. There's a different procedure now.
 21 Q. What is the procedure now?
 22 A. There is a procedure that was
 23 implemented, it's called Iclear.
 24 Q. Spell that, please?
 25 A. I-c-l-e-a-r.

1 mortgages have in the past and may in the
 2 current time cap attorney's fees?
 3 A. Yes, sir.
 4 Q. And some of those caps may be in
 5 terms of percentages? For example, a mortgage
 6 may say that under certain circumstances, the
 7 mortgage servicer can only charge a certain
 8 percentage of the outstanding principle balance
 9 for certain legal services; are you familiar
 10 with that type of mortgage at all?
 11 A. What do you mean by that type of
 12 mortgage?
 13 Q. The type of mortgage that has an
 14 attorney -- has a limitation on the amount of
 15 attorneys fees that can be charged under certain
 16 circumstances?
 17 A. I want to make sure that I
 18 understand your question.
 19 THE WITNESS: Would you read that
 20 back, please?
 21
 22 (Whereupon, the requested testimony
 23 was read back.)
 24
 25 A. I'm not familiar with that type of

1 Q. I knew it would be simple. I knew
 2 it.
 3 What does Iclear do? What kind of
 4 system? What does it do for Chase?
 5 A. All of the guidelines per investor
 6 are inputted or there is a template built that
 7 contains all of the different payment amounts
 8 that's allowed by the investor. And if a bill
 9 is at that investor amount or lower, it will be
 10 processed throughout the system, automatically
 11 processed without an individual touching it.
 12 However, if there is an exception, if it's over
 13 the allowable, then it's kicked out of the
 14 system and reviewed by an individual to make
 15 sure that there was prior approval for any over
 16 allowance, and then payments are issued.
 17 Q. Would the Iclear system have any
 18 provision within it for restrictions on fees
 19 that may be imposed by a written document such
 20 as a mortgage or note?
 21 MS. POPE: Objection, lack of
 22 foundation.
 23 A. I don't quite understand your
 24 question.
 25 Q. Are you aware that certain

1 mortgage.
 2 Q. So, therefore, you can't tell me
 3 whether the Iclear system can make provisions
 4 for and identify those restrictions; that is to
 5 say, at the current time -- strike that.
 6 When mortgages were being reviewed
 7 for attorneys fees and cost individually and you
 8 testified that individual review of attorneys
 9 fees or the course of action for the payment of
 10 attorneys fees in 1998, the year 2000, and the
 11 year 2002, were the individuals, if you know,
 12 who reviewed these bills from attorneys
 13 instructed to look at not only the agreed
 14 amounts that attorneys were supposed to be paid
 15 or whatever other agreements there were, plus
 16 investor guidelines, were also cognizant of
 17 mortgage restrictions on the amounts or
 18 percentages of attorneys fees that could be
 19 paid?
 20 MS. POPE: Objection, lack of
 21 foundation, Stuart. That assumes that
 22 Chase is servicing loans that has
 23 restrictions like that.
 24 MR. EISENBERG: Okay. All right.
 25 Q. Well let me get, then, to this

1 particular mortgage and lay a foundation.
2 I'm going to show you a copy of a
3 mortgage and I'm going to have it marked F-1.
4

5 (Document is received and marked
6 Plaintiff's Exhibit F-1 for identification
7 by the reporter.)
8

9 Q. I will represent to you that the
10 mortgage that I have identified and had marked
11 as F-1 is the same mortgage that is Exhibit A to
12 the complaint filed in this case. However, for
13 purposes of the next series of questions, I'm
14 going to be discussing Exhibit F-1 in the
15 context of the type of mortgage it is rather
16 than the specific mortgage of Louise Fitts.

17 Do you understand what I just
18 said?

19 MS. POPE: I'm going to object,
20 Stuart. Because when you say "type," do
21 you mean a VA mortgage form like this, the
22 Pennsylvania Form 26-6336?

23 MR. EISENBERG: Yes.

24 MS. POPE: Fine, as long as we're
25 clear when you say the type of mortgage

1 lack of foundation. Because your question
2 assumes that Chase was servicing mortgage
3 forms like this one that contain Paragraph
4 13, and that's the problem I have with it.

5 MR. EISENBERG: Okay. Let me go
6 back.

7 Q. Are you familiar with -- was Chase
8 servicing in 1998, forms of the type represented
9 by F-1?

10 A. I don't know.

11 Q. Do you know --

12 A. Let me re-answer that.

13 Q. Sure.

14 A. Other than this one loan, I don't
15 know.

16 Q. So let me understand, therefore.

17 A. And, let me further -- excuse me.

18 In 1998, we were not even servicing this loan.

19 Q. Okay. Who was servicing it?

20 A. Mellon and -- yes. Mellon
21 Mortgage Company was servicing it.

22 Q. Okay. And Mellon is a predecessor
23 in interest to Chase?

24 A. I don't know how it all --

25 Q. Was Mellon's mortgage portfolio --

1 form like this one, is the same form VA
2 Form 26-6336, Pennsylvania.

3 MR. EISENBERG: Yes.

4 MS. POPE: Okay.

5 MR. EISENBERG: And we'll broaden it
6 later on when we discuss the type of
7 paragraph, Paragraph 13.

8 Q. I would ask you to take a look at
9 Paragraph 13.

10 A. Yes, sir.

11 Q. When I review Paragraph 13, I say
12 that the 5 percent attorneys commission provided
13 for therein is a cap, it's a limit. It provides
14 a limit. The series of questions that I just
15 asked before had to do with whether or not this
16 type of limitation that we see in Paragraph 13
17 in 1998, in the year 2000 and the year 2002, was
18 noted on files containing this type of mortgage
19 as defined by LeAnn Pope, if this information
20 was available to the reviewer, so if a bill came
21 in, they would say well, the bill may be
22 X-amount of dollars, but we cannot pay more than
23 this set percentage?

24 MS. POPE: And, Stuart, my
25 objection, if you finished is, it's still

1 and you testified that you worked for Mellon
2 mortgage for a period of time?

3 A. Yes.

4 Q. Was Mellon's mortgage portfolio to
5 the best of your knowledge transferred to Chase?

6 A. Or purchased by Chase, yes, sir,
7 later.

8 Q. Do you know which one, was it
9 purchased or transferred?

10 A. I don't know. I honestly don't
11 know.

12 Q. Okay. Do you know if Chase
13 assumed -- strike that.

14 Do you know when Chase was
15 assigned this particular mortgage?

16 MS. POPE: Object to the form of
17 the question. Lack of foundation. It
18 assumes that Chase was assigned the
19 mortgage.

20 MR. EISENBERG: Okay. Let's go
21 through the history of the mortgage.

22 Q. You have just testified that
23 Mellon Mortgage Company was the servicer of this
24 mortgage in 1998; is that correct?

25 A. Yes, sir.

1 Q. Can you provide me with a history
2 of who serviced this mortgage after Mellon,
3 assuming that Mellon ceased to service this
4 mortgage?

5 A. Chase began servicing the mortgage
6 I believe effective October of 1999.

7 Q. Okay. Do you know who serviced
8 the mortgage, this particular mortgage, prior to
9 October of 1999 and after Mellon ceased to
10 service it; or did it come directly from Mellon
11 to Chase?

12 A. No, it did not. It went from
13 Mellon to Chase Mortgage, Chase CM/CW, who was
14 the servicing agent in Houston that serviced the
15 loan after Mellon did.

16 Q. Was CM/CW, is that what it is?

17 A. Yes, sir.

18 Q. What does that stand for again?

19 A. I believe Chase Mortgage/Chase
20 West.

21 Q. Was that CM/CW affiliated with
22 Chase Manhattan Mortgage Company and the current
23 Chase at that time?

24 A. It was somehow under some umbrella
25 of Chase.

1 after CM/CW?

2 A. Chase serviced the mortgage.

3 Q. The Chase that you're representing
4 today?

5 A. Yes, sir.

6 Q. Do you know when Chase, the
7 defendant in this particular Fitts litigation,
8 began to service this particular mortgage?

9 A. This mortgagor, the Chase Ohio was
10 servicing on May 3, 2000.

11 Q. Chase Mortgage Ohio still
12 servicing this or -- I'm sorry, is Chase
13 Mortgage Ohio still in existence?

14 A. Yes, sir.

15 Q. It is. Did Chase Mortgage Ohio
16 continue to service this mortgage until it was
17 paid off? And I'm representing to you it was
18 paid off.

19 MS. POPE: I'm going to object to
20 the vague form of the question. There's
21 some confusion. There is no Chase Mortgage
22 Ohio. She's referring to the Ohio office
23 of Chase Manhattan Mortgage Corporation.

24 MR. EISENBERG: Okay. Good. Thank
25 you.

1 Q. You don't know in what capacity,
2 however?

3 A. No, sir, I don't.

4 Q. You don't know if it was a
5 subsidiary?

6 A. No, I don't.

7 Q. Division?

8 A. No, sir.

9 Q. Okay. But it was an affiliate
10 somehow?

11 A. Somehow.

12 Q. Okay. And after CM/CW ceased to
13 service it -- well, let me not assume.

14 Did CM/CW at any time cease to
15 service this particular mortgage?

16 A. Yes, sir.

17 Q. When?

18 A. I don't know when. I don't know
19 when the date was.

20 Q. Do you know the name of the
21 entity, if any, that serviced this particular
22 mortgage after CM/CW ceased to service this
23 mortgage?

24 A. Can you reask that question?

25 Q. Sure. Who serviced the mortgage

1 Q. Do you know how many mortgages of
2 this type, VA Form 26-6336 Pennsylvania, are
3 currently being serviced by Chase?

4 A. No, sir.

5 Q. Do you know how many of this type
6 of mortgage, as I just identified, was serviced
7 in any year between the year 2000 and today?

8 A. No, sir.

9 Q. I'm going to ask you again to look
10 at Paragraph 13 of this particular mortgage.
11 And you will recall when I referenced my use of
12 the term capped, attorneys fees being capped as
13 it relates to the 5 percent attorneys commission
14 as a function of principle debt as an amount
15 that can be charged for attorneys fees. Do you
16 know of any other mortgages that are serviced by
17 Chase other than this specifically identified
18 form, have similar caps within them?

19 MS. POPE: And just before you
20 answer, I want to make sure the record's
21 clear, Stuart. That obviously that's your
22 legal interpretation of Paragraph 13.

23 MR. EISENBERG: Yes.

24 MS. POPE: We're not agreeing to
25 your legal interpretation. But for

1 purposes of these questions, she may
2 certainly answer if she knows.
3 MR. EISENBERG: I would be shocked.
4 A. No, sir, I don't.
5 Q. Do you know if, in fact, there are
6 other mortgages that have been serviced by Chase
7 from 2000 to 2005, which contain such caps?
8 A. No, sir.
9 Q. Do you know how many mortgages,
10 and I may have asked this and I don't recall --
11 and I apologize to both you and LeAnn -- do you
12 know how many mortgages serviced by Chase that
13 are VA mortgages that originated between the
14 years 1974 and 1987?
15 A. No, sir.
16 Q. Do you know how many mortgages at
17 the current time or within the last four years
18 either -- within any of this period of time, any
19 VA -- the number of VA mortgages serviced by
20 Chase?
21 A. No, sir, I do not.
22 Q. Do you have any idea as to the
23 number of mortgages that are FHA mortgages that
24 are being serviced by Chase?
25 MS. POPE: Today?

1 MR. EISENBERG: Today.
2 MS. POPE: Asked and answered, but
3 you can answer again.
4 A. No, sir.
5 Q. And over the last four years, do
6 you have any idea of how many of the FHA
7 mortgages have been serviced by Chase?
8 A. No, sir.
9 Q. Okay. When Chase pays an attorney
10 for services that that attorney renders on
11 behalf of Chase for mortgage loans that are in
12 bankruptcy, how does Chase account for those
13 fees on the mortgage loan? The mortgage loan
14 account is the mortgage loan account of the
15 person in bankruptcy.
16 A. I don't think I understand your
17 question.
18 Q. Let me start from the beginning.
19 We've already discussed that
20 when -- well, let me actually go back because
21 we've only discussed Chapter 7s. Let me discuss
22 with you the referral of Chapter 13s.
23 Let's assume that Chase is
24 notified that a Chapter 13 has been filed and
25 that the debtor is a person who has a mortgage

1 loan account with Chase, and that debtor is
2 current. What does Chase do with that file?
3 A. The same thing that it would have
4 done on a current Chapter 7.
5 Q. Refers it out to counsel?
6 A. Yes, sir, for a proof of claim.
7 Q. For a proof of claim. And is your
8 answer the same if the Chapter 13 file
9 represents an account that has arrears?
10 A. Yes, sir, it is.
11 Q. Pre-petition arrears, we
12 understand that?
13 A. Yes, sir.
14 Q. And will your answer be the same
15 with regard to the fee arrangements; that is to
16 say, that the attorneys to whom these files have
17 been referred will be paid amounts that have
18 either been agreed and/or that conform to
19 investor guidelines?
20 A. What do you mean "agreed"? Agreed
21 with who?
22 Q. Agreed between the attorney and
23 Chase. Because you mentioned that one of the
24 situations where a file currently or a bill
25 currently will be kicked out of the automated

1 system is if it's in excess of the amount
2 allowed by the investor --
3 A. Correct.
4 Q. -- pursuant to the guidelines.
5 And it will be reviewed to determine if there
6 had been an agreement?
7 A. No, I don't think I said that.
8 Did I say that?
9 Q. I think so.
10 A. I don't.
11 Q. That's okay. In any event, the
12 attorney will submit a bill -- and let me cover
13 the year 1998, the year 2000 and the year 2002.
14 The attorney will submit a bill
15 for services rendered and Chase will review that
16 bill by an individual and approve it or not
17 approve it; is that correct?
18 A. Yes, sir.
19 Q. Okay. Once it's approved, it will
20 be paid; is that correct?
21 A. Yes, sir.
22 Q. Again we're talking 1998, 2000,
23 2002?
24 A. Correct.
25 Q. Okay. And I guess I should add

1 for all the space of time between 1998 and 2002;
 2 is that correct?
 3 A. Yes, sir.
 4 Q. Really until the system became
 5 automated; is that correct?
 6 A. Yes, sir.
 7 Q. And the Iclear system came in
 8 when?
 9 A. November 15, 2004.
 10 Q. Pretty specific. When Chase pays
 11 the attorney, the -- for those fees, is there a
 12 reflection of those fees paid made to the
 13 debtor's account, mortgage loan account?
 14 A. Yes, sir.
 15 Q. How are those reflections made;
 16 how are those fees noted on the account?
 17 A. They're noted on the REII screen.
 18 Q. You've made reference to that
 19 several times, okay.
 20 A. And they're also notated on the
 21 REI-1 screen which shows any fees due on the
 22 account.
 23 Q. Okay.
 24 A. And I want to make sure I'm
 25 answering your question.

1 THE WITNESS: Can you read his
 2 question, please?
 3
 4 (Whereupon, the requested testimony
 5 was read back.)
 6
 7 A. In addition, the amount that would
 8 have been paid would be on the monthly
 9 information statement that would be sent to a
 10 mortgagor in bankruptcy. Not a bill, just a
 11 statement that would be reflected on that.
 12 Q. Wow. Are you testifying that when
 13 these charges are paid by Chase and put on the
 14 mortgagor's REII screen, that they are reflected
 15 in a monthly statement sent to the debtor?
 16 A. Not a bill.
 17 Q. I understand. I said statement.
 18 Because a bill would be, if you don't mind my
 19 interjecting, potentially interpreted or
 20 misinterpreted as a violation of the automatic
 21 stay; is that correct?
 22 A. That's correct.
 23 Q. So it's put on a statement to the
 24 debtor?
 25 A. However, not for the entire time

1 period of '98 through 2002. That began around
 2 2001. I don't know the exact date. Around
 3 2001, yes, sir.
 4 Q. The period that that began, how
 5 would the monthly statement define the charge;
 6 how would the line item read?
 7 A. It would reflect on -- the way
 8 that the statement is, it reflects any payments
 9 for taxes, insurance, mortgage payments that
 10 have been received, it would reflect on that.
 11 The portion that states all the activities since
 12 the last statement, it would clearly state what
 13 was paid.
 14 Q. I see it right in my mind's eye.
 15 Would it say legal fees paid?
 16 A. I don't know if it would say legal
 17 fees or attorneys fees.
 18 Q. It would specifically identify the
 19 reason for this payment that is now being
 20 charged to the debtor's account; is that
 21 correct?
 22 A. Yes, sir. Yes.
 23 Q. Does the term corporate advances
 24 or the term recoverable corporate advances ring
 25 a bell with you as to how or what phrases may be

1 used on that portion of the monthly statement?
 2 A. I don't want to say yes because
 3 that may not be correct.
 4 Q. Have you ever heard of the term
 5 recoverable corporate advances?
 6 A. Yes, sir.
 7 Q. What does it mean to you?
 8 A. Advances that would be
 9 recoverable.
 10 Q. Okay. What would that include, if
 11 you know? What kind of advances?
 12 A. It could be various. We could go
 13 on for days. It could be taxes that were
 14 advanced on behalf of a borrower who did not
 15 have an escrow or impound account.
 16 Q. Okay.
 17 A. The same with insurance. Or it
 18 could be forced placed hazard insurance when
 19 there wasn't enough in the escrow. It could be
 20 property inspections.
 21 Q. Wow, okay. I'm learning. It's
 22 the purpose of depositions is to learn.
 23 Has Chase had a policy -- strike
 24 that.
 25 Are there any advances that you

1 can think of that Chase may make pursuant to the
2 servicing of an account that would not be
3 recoverable?

4 MS. POPE: I'm going to object to
5 the question as vague and asking for a
6 legal conclusion. But she can answer on
7 her own personal knowledge, not on behalf
8 of the corporation.

9 THE WITNESS: Can you repeat that
10 question, please?

11 (Whereupon, the requested testimony
12 was read back.)

13 A. I really can't think of any. I
14 could be incorrect, but I can't think of any
15 that we would make and wouldn't be recoverable.

16 MR. EISENBERG: Off the record.

17 (Whereupon, there was an
18 off-the-record discussion.)

19 Q. You made reference several times
20 to the notice that is given on the monthly
21 statements of these advances, however they are

1 statement, and I know the Chase statement well.

2 Other fees due would be not in that square of
3 last month's activity or that rectangle of last
4 month's activity. You're visualizing the same
5 statement, I can see. It would be listed on the
6 upper right side where they list interest and
7 other fees. Is that where it would be listed?

8 A. And you're speaking about your
9 hypothetical, other \$500?

10 Q. Yeah.

11 A. If none of that had been paid,
12 yes, sir.

13 Q. If none of it had been paid and it
14 goes into a subsequent month's and assume no
15 more expenditures, that rectangular area to
16 which you and I are both referencing would no
17 longer contain that line item; isn't that true?
18 That would just reflect the previous month's
19 activity. And those unpaid items from that
20 rectangular area then go up top under "other
21 fees;" isn't that correct?

22 A. Yes, sir.

23 Q. Okay. And, in fact, there is
24 no -- it is my understanding that there is no
25 attempt by Chase to collect these amounts during

1 designated on the monthly statement.

2 Are additional expenditures
3 reflected in a different line item on subsequent
4 monthly statements, or is there a cumulative of
5 one line item? Let me give you an example. And
6 I'm just making up the dollar amounts and I'm
7 not trying to make a point with them. There is
8 an expenditure that Chase makes for attorneys
9 fees on a particular mortgage loan account of
10 \$500. You have testified that after that
11 payment has been made to the attorney, the
12 monthly statement will reflect a line item
13 saying \$500 for recoverable advances, attorneys
14 fees, or however the description is. At a
15 period subsequent, there is another expenditure
16 of \$600 by Chase for attorneys fees for that
17 particular mortgage loan account. Will the
18 subsequent monthly statement in general say
19 \$1100, or add another line item, 500 and then
20 another line item 600?

21 A. That would depend on if the
22 mortgagor paid the other amount or not. But it
23 would not list both amounts. It may list it in
24 the total on fees due.

25 Q. Okay. Now, if I'm envisioning the

1 the person's bankruptcy; is that correct?

2 A. Yes, sir.

3 Q. There is only an advice given
4 vis-a-vis this monthly statement; is that
5 correct?

6 A. Yes, sir.

7 Q. Okay.

8 MR. EISENBERG: We have two
9 minutes. I'd just assume knock it off now.

10 MS. POPE: Okay.

11 (Whereupon, a brief recess was
12 taken.)

13 Q. Let me start with a few extraneous
14 questions that came up in my review of the files
15 during the lunch break.

16 What is your understanding of the
17 purpose of a motion for relief from the
18 automatic stay in bankruptcy?

19 A. What is my understanding of it; is
20 that what you're asking?

21 Q. Yes.

22 A. That the bankruptcy court would
23 remove the automatic relief that a person filed,

1 has when they file bankruptcy, as to whoever is
2 filing that motion. And that person can
3 continue with foreclosure or whatever other
4 action they may be trying to pursue.

5 Q. Okay. Under what circumstances
6 would Chase either instruct an attorney to file
7 a motion for relief from the automatic stay
8 or -- I hate to make this compound -- or would
9 one of their attorneys advise Chase to authorize
10 the filing of a motion for relief?

11 A. Chapter 13, Chapter 7?

12 Q. Either.

13 A. Any particular state?

14 Q. No particular state.

15 A. Well, it's different --

16 Q. Okay.

17 A. -- throughout. I'd rather you be
18 more specific.

19 Q. Pennsylvania.

20 A. On a Chapter 13, the mortgagor
21 would have to be normally three payments post
22 petition delinquent in order to be referred for
23 a motion for relief from stay or if they were a
24 multiple filer.

25 Q. Okay. Do you know who is the

1 entity or the person that set three payments
2 post petition delinquent as a criterion for
3 filing a motion for relief?

4 A. I don't believe that there is a
5 specific criteria as far as three payments. And
6 it more so goes to the state than to the
7 investor requirement in Pennsylvania. Because
8 they are a more lenient state on bankruptcies.

9 Q. We'll talk about that later.
10 How about Texas?

11 A. Texas is normally two months post
12 petition.

13 Q. And would you -- would I be
14 mischaracterizing your understanding of the
15 reason for which a motion for relief is filed if
16 I said it is to permit Chase to go back to state
17 court to pursue foreclosure proceedings?

18 A. Or to continue foreclosure
19 proceedings.

20 Q. Okay. And when you mentioned,
21 before you mentioned the automatic relief. I
22 will assume you were talking about the automatic
23 stay which is imposed upon filing the
24 bankruptcy, imposed automatically?

25 A. Yes, sir.

1 Q. Okay. Okay. Are you familiar
2 with the process of preparing and filing a proof
3 of claim in bankruptcy court?

4 A. Yes, sir.

5 Q. Okay. Explain to me -- and you
6 did explain this morning that under certain
7 circumstances when files are referred to --
8 bankruptcy files are referred to attorneys, one
9 of the reasons for which it is referred is to
10 file a proof of claim; isn't that correct?

11 A. Yes, sir.

12 Q. You said but Chapter 13 when the
13 debtor is current, the instruction to the
14 attorney is to prepare and file a proof of
15 claim; is that correct?

16 A. Yes, sir.

17 Q. But if it's a Chapter 7 and there
18 is an arrearage, the instruction is to file --
19 prepare and file a proof of claim and to file a
20 motion for relief from the automatic stay?

21 A. Yes, sir.

22 Q. Would the instruction be the same
23 with regard to a current Chapter 13; that is to
24 say, just prepare and file a proof of claim?

25 A. Yes, sir.

1 Q. But with a -- what does Chase
2 instruct when it refers a Chapter 13 bankruptcy
3 to one of its attorneys -- yeah, what are
4 Chase's instructions normally at the outset of a
5 filing of a bankruptcy which is a non-current
6 Chapter 13?

7 A. Well, when a person files a
8 Chapter 13, that's when the line begins, so they
9 are current. So that's normally within that
10 month or 45 days is when the proof of claim
11 would be filed.

12 Q. Is there ever a situation in a
13 Chapter 13 when Chase would not await -- when
14 Chase would immediately instruct its attorney to
15 file a proof of claim and to file a motion for
16 relief from the automatic stay?

17 A. Yes, sir.

18 Q. When?

19 A. When there has been an abusive
20 bankruptcy filer that is only filing to prolong
21 the foreclosure process.

22 Q. You're talking, I suppose, about a
23 multiple filer?

24 A. Yes, sir.

25 Q. I just love the word abusive,

1 which is strictly a partisan term, but it's a
2 term that I've seen in the motions numerous
3 times.

4 Okay. In reviewing your
5 background, so much of what you have been
6 involved with is foreclosure, default, default
7 loan servicing and in the last three years at
8 least you've been involved with litigation. The
9 only bankruptcy involvement that I have seen in
10 your background is involvement with the
11 bankruptcy adversarial situations. Where did
12 you get your experience in being able to discuss
13 with you as you just have motions for relief of
14 the automatic stay, proofs of claim and related
15 non-adversarial bankruptcy information?

16 A. From North American Mortgage. And
17 I believe that that was -- I believe I stated I
18 was over the bankruptcy area there as well.

19 Q. I believe you did. Let me just go
20 back in my notes and take a quick look.
21 Actually, you referenced that in 1989 you got
22 into the foreclosure and bankruptcy claim
23 filing, you did foreclosures and bankruptcy and
24 claim filing and the claim filing was
25 referencing claims filed with the investors. So

1 The mortgage which is referenced
2 as F-1 also Exhibit A to the complaint is what
3 investor? Can you tell from the mortgage
4 document itself who the investor is?

5 A. I don't know if you can exactly or
6 not. It's a VA, definitely. It's also a Fannie
7 Mae.

8 Q. Okay. Okay. So VA is only the
9 guarantor; is that correct?

10 A. Yes, sir.

11 Q. And it's a Fannie Mae mortgage you
12 said?

13 A. Investor.

14 Q. Fannie Mae is the investor. So
15 Fannie Mae owns the mortgage?

16 A. Well, I'm not an attorney and I
17 don't really know whether they own it or not.

18 Q. Okay. So by whose guidelines are
19 you guided when this type of mortgage which is
20 guaranteed by the VA and which -- and the
21 investor of which is Fannie Mae, by whose
22 guidelines do you govern your procedures?

23 A. VA.

24 Q. VA, okay. So that if there is a
25 conflict between VA and Fannie Mae, VA will

1 you did not mention 1989 bankruptcy, no?

2 A. No, sir. I worked for North
3 American from 1980 through 1989.

4 Q. Okay. And through all of those
5 years you did -- you had an involvement with
6 bankruptcy?

7 A. Yes, sir.

8 Q. Okay. Have you had any
9 involvement other than bankruptcy adversarial
10 situations with Chase during your tenure with
11 Chase?

12 A. No, sir. Not where I've been
13 directly over the bankruptcy area or in the
14 bankruptcy area.

15 Q. Did you get refreshed by Donna
16 Pendleton as to bankruptcy procedures at Chase?

17 A. No, sir.

18 Q. So all of your testimony is from
19 that which you recollect from before?

20 A. And working, yes, sir, daily.

21 Q. One of the other extraneous items
22 that I'd like to discuss with you, hopefully
23 briefly, is we have been talking about the
24 different investors and how the different
25 investors have different guidelines.

1 preempt?

2 A. What type of conflict?

3 Q. If Fannie Mae says we'll authorize
4 \$800 as an example, I'm just making this up.
5 We'll authorize \$800 for initial attorneys fees
6 to refer this matter to an attorney and VA says
7 we'll authorize \$850, how much will the attorney
8 get?

9 A. VA trumps.

10 Q. VA trumps. If Fannie Mae says
11 \$800 and VA says \$400?

12 A. VA trumps.

13 Q. Why?

14 A. I don't know.

15 Q. I know that I asked you numerous
16 questions about the Chase portfolio and what
17 percentage certain types of mortgages are within
18 that portfolio and you are unable to answer
19 those questions. I don't know if I asked you if
20 you know what percentage of the Chase portfolio
21 is represented by Fannie Mae as the investor?

22 A. Yes, sir, you did.

23 Q. How much -- I did you ask that?

24 A. Yes, you did.

25 Q. And --

1 A. And I do not know.
 2 Q. And that's what your answer would
 3 have been, okay.
 4 We talked about how Chase
 5 handles -- we talked about one aspect of Chase's
 6 charging the debtor's/mortgagor's account when
 7 Chase pays out attorneys fees. And that was a
 8 discussion that we had right before the break in
 9 which we talked about the monthly statements.
 10 And you were careful to elaborate that these are
 11 not bills, these are not attempts to collect a
 12 debt at this particular time.
 13 How does Chase handle on the
 14 mortgagor's internal account the recordation of
 15 these charges?
 16 A. On the REII screen and the REI-1.
 17 Q. Okay. Tell me how that -- I've
 18 seen the download from the REII screens, but
 19 explain to me, please, how that works.
 20 Who does the inputting? Not who
 21 by name, but how does the input occur and how is
 22 it reflected -- I'm interested in how it gets on
 23 the screen. By what process? Does somebody sit
 24 there and say Chase just paid out \$800 to a law
 25 firm and does that person who sees that input

1 loan is current and the case is dismissed for
 2 whatever reason. The only outstanding
 3 pre-dismissal amount owed to Chase is
 4 represented by attorneys fees and costs. What
 5 does Chase do, if anything, post dismissal to
 6 collect those outstanding balances?
 7 A. Nothing. The only thing that
 8 would occur is that it -- the person would
 9 receive a billing statement versus an
 10 information statement and the charges would be
 11 listed on the amount due.
 12 Q. Okay. And generally how would
 13 they be listed?
 14 A. As fees, costs due in the upper
 15 right-hand corner of the statement.
 16 Q. Okay. Secondly, person is
 17 dismissed from bankruptcy and has post petition
 18 arrears and pre-petition arrears that have never
 19 been made up. Would your answer be the same
 20 effectively as it relates to the accrued
 21 attorneys fees and costs?
 22 A. You would have to be more specific
 23 as to if the loan is in foreclosure or at the
 24 time prior to the time that the bankruptcy
 25 occurred or not.

1 something, or is it done automatically?
 2 A. Depends on what time period.
 3 Q. 1998 through 2002. Actually, I
 4 should backtrack. Did you have the REII screen
 5 back in 2002?
 6 A. Yes, sir.
 7 Q. Okay.
 8 A. I'm not exactly sure how that
 9 process -- I don't want to give you wrong
 10 information.
 11 Q. I don't want it if it's wrong
 12 anyway and you're doing the right thing.
 13 When a person comes out of
 14 bankruptcy by dismissal, is it the REII screen
 15 or some other mechanism that says this person is
 16 out of bankruptcy, they not only owe us for
 17 possible arrears or for whatever, but they owe
 18 us for attorneys fees and cost. How do
 19 collection efforts to achieve these monies, if
 20 there are any collection efforts, after
 21 dismissal of the bankruptcy occur?
 22 A. Would you mind being a little more
 23 specific as to if the loan is current at the
 24 point of dismissal or what process it's in?
 25 Q. Sure. Let's do one-by-one. A

1 Q. No, it was not in foreclosure at
 2 the time that bankruptcy occurred.
 3 A. And how far delinquent is it?
 4 Q. Four months.
 5 A. And what type of loan is it?
 6 Q. Fannie Mae, conventional mortgage.
 7 A. Fannie Mae conventional?
 8 Q. Umm-hum.
 9 A. A demand letter would be sent as
 10 soon as the loan was -- all the codes, all the
 11 bankruptcy codes would be taken off the computer
 12 and the demand letter would be sent and it would
 13 reference fees and costs due.
 14 Q. May I assume it's a standard form
 15 letter with fill-ins?
 16 A. Excuse me?
 17 Q. May I assume this letter, this
 18 demand letter is a standard; it is a form letter
 19 that has fill-ins, dollar amounts that are
 20 inserted but the text is standard?
 21 A. Well, it would be different based
 22 on state regulations.
 23 Q. Okay. Does Chase have form
 24 letters, standard letters for each different
 25 state?

1 A. I don't know the answer to that.
 2 Q. But are these letters something
 3 that somebody will dictate or sit down at the
 4 computer and type out as if they were newly
 5 drawn up letters?
 6 A. No, sir.
 7 Q. They're standard the form letters;
 8 is that correct?
 9 A. Correct.
 10 Q. Okay. I understand. If the case
 11 was in foreclosure prior to the filing of the
 12 bankruptcy and the person or persons is four
 13 months in arrears at the time of the
 14 dismissal -- I think I know the answer to this
 15 question -- does the next activity involve the
 16 re-referral to the foreclosure counsel?
 17 A. It's still a Chapter 13?
 18 Q. Yeah, that has been dismissed.
 19 A. And they were in foreclosure prior
 20 to filing bankruptcy?
 21 Q. Yes.
 22 A. And it's a Fannie Mae?
 23 Q. Yes.
 24 A. Conventional?
 25 Q. Yes.

1 get at, I am assuming and I am asking for either
 2 saying yes you're right or no, I'm not right.
 3 That for all circumstances that could be
 4 contemplated and that are seemed to be
 5 circumstances that would in all likelihood
 6 repeat themselves, Chase has a procedure
 7 established for it that at each new event for
 8 each person that was in bankruptcy, there's not
 9 a specifically individualized procedure set up?
 10 MS. POPE: Object to the vague
 11 form of the question, but you can answer
 12 it.
 13 A. Can you read that back, please?
 14 Q. Want me to try to rephrase it?
 15 MS. POPE: Yeah.
 16 A. Yeah, that would be great.
 17 Q. I'm assuming Chase doesn't sit
 18 down and say, well, Mr. Jones is just out of
 19 bankruptcy and here's his situation and what are
 20 we going to do with this guy and Chase makes a
 21 decision. I would assume for the overwhelming
 22 majority of occurrences there is a set procedure
 23 in place?
 24 A. Well, there is, yes. However,
 25 each individual mortgagor is different and we

1 A. That would depend on how long the
 2 person was in bankruptcy. If there were trustee
 3 payments and post petition payments made,
 4 whether they would be able to continue with the
 5 foreclosure process as if the bankruptcy never
 6 existed or if it would have to be re-referred.
 7 Q. May I assume that there are
 8 specifically determined policies within Chase,
 9 maybe guided by the investor guidelines but,
 10 nonetheless, specific policies within Chase so
 11 that at -- so that each circumstance there is a
 12 procedure that kicks in?
 13 MS. POPE: Object to the form of
 14 the question. Procedure that kicks in for
 15 what, Stuart?
 16 MR. EISENBERG: To determine what to
 17 do after the dismissal of the bankruptcy.
 18 A. And you're basing on type of loan?
 19 Q. Yes.
 20 A. Different investors?
 21 Q. Yes.
 22 A. Different chapters?
 23 Q. Yes.
 24 A. Yes, sir.
 25 Q. In other words, what I'm trying to

1 try to compensate for that. It also depends on
 2 the mortgagor. You know, something catastrophic
 3 could have occurred in their life and we're not
 4 out to take their home. That's not what we're
 5 in business for. So if the mortgagor calls up
 6 and says, hey, I was in bankruptcy, you know, my
 7 child was very ill. Or I lost my job, I now
 8 have a new job. I'd like to, you know, look at
 9 a modification or be put on a repayment plan,
 10 then we'll go the extra mile and try to assist
 11 that mortgagor. We just won't throw it back to
 12 the walls and say the heck with you.
 13 Q. Okay. With regard to charging
 14 attorneys fees during bankruptcy, not
 15 necessarily any attempts to collection, but I'm
 16 talking about the process by which or in which
 17 Chase pays its attorney for services rendered
 18 and then puts a charge onto the mortgagor's
 19 account.
 20 Are there any circumstances by
 21 which Chase will seek court approval of the
 22 charging of the debtor's account for those
 23 attorneys fees and costs?
 24 MS. POPE: Objection. What's the
 25 relevance to here in this case, Stuart?

1 MR. EISENBERG: Because I'm trying
 2 to learn how these -- I'm trying to learn
 3 the totality of how these attorneys fees
 4 and costs are imposed.
 5 MS. POPE: She's already testified
 6 to how they're imposed. But whether or not
 7 they're approved by a court or not is not
 8 at issue in this case.
 9 MR. EISENBERG: I agree with you
 10 it's not in this case, but are you
 11 instructing her not to answer?
 12 MS. POPE: No, I am not instructing
 13 her not to answer. But you're really get
 14 far afield.
 15 MR. EISENBERG: So you're
 16 instructing her not to answer?
 17 MS. POPE: No, I am not instructing
 18 her not to answer, but I'm telling you you
 19 are getting very far afield right now.
 20 Q. Okay. You can answer the
 21 question.
 22 THE WITNESS: Can you please
 23 repeat the question?
 24
 25 (Whereupon, the requested testimony

1 Chase or within Chase?
 2 MR. EISENBERG: No, no, within
 3 Chase.
 4 MS. POPE: Okay.
 5 MR. EISENBERG: There are numerous
 6 regulatory bodies that regulate, but within
 7 Chase.
 8 MS. POPE: Okay.
 9 A. We have a Compliance Department.
 10 Q. And where is the Compliance
 11 Department located?
 12 A. I'm not sure.
 13 Q. I asked you before where Chase's
 14 Legal Department was and you said it was in New
 15 Jersey. And other locations as well?
 16 A. We have a couple of attorneys at
 17 different locations. The main location is here
 18 in Iselin.
 19 Q. Okay. Is there one office that
 20 oversees Chase's activities in bankruptcy, one
 21 office of attorneys working for Chase, employees
 22 of Chase that is dedicated to bankruptcy law and
 23 regulations in Chase?
 24 A. I don't think I understand what
 25 you're asking.

1 was read back.)
 2
 3 MS. POPE: Object to the vague
 4 form of the question and my other objection
 5 stands also.
 6 A. I honestly don't know the answer
 7 to that question.
 8 Q. Okay. What department, unit or
 9 other entity within Chase, if any, oversees the
 10 various state laws and other regulations with
 11 regard to restrictions on -- restrictions
 12 involving mortgage foreclosure, pre-foreclosure
 13 statutes, for example, or charges for attorneys
 14 fees and costs? Such as in New Jersey, for
 15 example, there are various regulations governing
 16 charges for mortgage foreclosure. And the
 17 Federal Court in New Jersey, for example, has
 18 certain -- the Federal Bankruptcy Court in New
 19 Jersey has certain restrictions on charges for
 20 attorneys fees and costs.
 21 Who oversees, what entity oversees
 22 Chase's conforming to these various state
 23 regulations and requirements?
 24 MS. POPE: Are you asking if
 25 there's a regulatory body that regulates

1 Q. Does Chase have any attorneys
 2 assigned just to oversee bankruptcy operations,
 3 Chase's bankruptcy operations?
 4 A. Not to my knowledge.
 5 Q. How about foreclosures?
 6 A. And you're talking about our
 7 inside counsel?
 8 Q. Yes.
 9 A. Not -- to oversee the bankruptcy
 10 and/or foreclosure?
 11 Q. Activities of Chase.
 12 A. No, sir.
 13 Q. Okay. Chase, may I assume,
 14 therefore, relies on outside counsel for
 15 guidance and oversight in bankruptcy and/or
 16 foreclosure matters?
 17 MS. POPE: I'm going to object to
 18 the vague form of the question. "Guidance
 19 and oversight."
 20 MR. EISENBERG: I'll strike the
 21 question.
 22 MS. POPE: Okay.
 23 Q. Does Chase -- when it refers cases
 24 out of any type with any one of an investor, any
 25 type of investor, when it refers a case to

1 outside counsel for filing of a proof of claim,
2 is it your experience that Chase always gets
3 charged by that attorney for the filing --
4 preparation of filing that proof of claim?

5 A. Chase is always charged by the
6 attorney --

7 Q. Yes.

8 A. -- for the filing of the proof of
9 claim.

10 Q. Yes.

11 A. I don't know of an instance we
12 wouldn't be.

13 Q. And I can't imagine any myself.
14 Is there any instance you can think of that
15 Chase does not pass this charge onto the
16 debtor's mortgage account?

17 MS. POPE: I'm going to object on
18 the basis of foundation, Stuart. These
19 questions are assuming that there is a
20 single charge by outside counsel to file a
21 proof of claim and there is a single charge
22 for filing a proof of claim. She's never
23 testified that that is what the fee is for
24 solely --

25 MR. EISENBERG: Well, she really has

1 only because she's said that, for example,
2 a current Chapter 7 will be sent out only
3 for the purpose of filing a proof of claim
4 and a current Chapter 13 will only be sent
5 out, except if we have repetitive filer,
6 only for the purpose of filing a proof of
7 claim.

8 MS. POPE: I think you're
9 mischaracterizing her testimony.

10 MR. EISENBERG: Well, let me go
11 back, then.

12 Q. Whenever Chase gets charged by an
13 outside attorney for services rendered to Chase
14 or on behalf of Chase in a bankruptcy proceeding
15 and Chase pays these charges, are these charges
16 always then put onto the debtor's account as a
17 charge to the debtor?

18 THE WITNESS: Can you please read
19 that back?

20 (Whereupon, the requested testimony
21 was read back.)

22 A. I can't answer that question. I
23 don't know. I can't say they're always. I
24
25

1 don't know.

2 Q. In what circumstances are they not
3 charged to the debtor?

4 A. I'm sure there are circumstances,
5 but I can't reasonably say yes, they're always
6 charged.

7 Q. When a Chase mortgagor, whether
8 the person be a debtor or not, asks for a pay
9 off statement, how is that pay off statement
10 developed and provided to the requesting party?
11 And by a pay off statement let me say it is a
12 statement that is requested so that the loan
13 would be reduced to a zero balance and the
14 mortgage satisfied?

15 A. And you said whether they were --
16 they are a debtor or not?

17 Q. Doesn't matter.

18 A. Well, I believe it does matter to
19 us.

20 Q. Okay. Let's say that the person
21 is a debtor, is currently a debtor.

22 A. What do you mean is currently?

23 Q. In bankruptcy. Currently in
24 bankruptcy.

25 MS. POPE: And you request a pay

1 off statement?

2 MR. EISENBERG: Yes.

3 A. Then what we would do, we would
4 call our attorney that's handling the bankruptcy
5 to find out how much the fees and costs are for
6 that -- for whatever they've done, if we haven't
7 already received a bill or haven't paid it. And
8 made sure that any fees or costs would be
9 included in that pay off. And then we would
10 generate the pay off statement. And if the
11 mortgagor made the request we would have our
12 attorney forward that to the mortgagor.

13 Q. When you say "our attorney,"
14 you're referring to local counsel or the
15 attorney who was involved in the outside
16 counsel?

17 A. Right. You said bankruptcy.

18 Q. Okay. And I'm understanding from
19 your answer, and you'll have to say that I'm
20 right or I'm not right, and I'm going to ask you
21 to clarify, that you're asking this attorney to
22 give you all fees and costs that have been
23 incurred whether the attorney's been paid or
24 not. If the attorney has been paid, these would
25 already be charges on your system; is that

1 correct?
 2 A. Yes, sir. And we would check and
 3 make sure that, you know, we had the fees so
 4 that we wouldn't over or under charge --
 5 Q. I understand.
 6 A. -- the borrower.
 7 Q. What does -- what is Chase's
 8 policies if these fees are objected to --
 9 MS. POPE: Object --
 10 Q. -- by the debtor?
 11 MS. POPE: Object to the vague form
 12 of the question. What do you mean by
 13 "objected to"? In court, in foreclosure,
 14 in a bankruptcy?
 15 MR. EISENBERG: Just objects. Just
 16 calls up Chase or writes Chase a letter and
 17 says, you know, these are too high or I
 18 don't understand why these fees are here.
 19 I object to them. I want you to lower
 20 them.
 21 Is there a process or procedure in
 22 place for Chase to address these
 23 objections?
 24 And these are not objections -- I'm
 25 not interested in objections that have been

1 were out of bankruptcy. If they were just
 2 dismissed from bankruptcy or the stay had just
 3 been lifted, then, yes, we would contact the
 4 attorney because they may not have sent us their
 5 final bill.
 6 Q. Right, okay.
 7 A. So, yes, sir.
 8 Q. But if the person's been out of
 9 bankruptcy for a period of time that Chase is
 10 comfortable they would have received a bill,
 11 whatever that period of time is, Chase would
 12 just generate a pay off statement and send it
 13 out?
 14 A. Yes, sir.
 15 Q. What if a person who is no longer
 16 in bankruptcy and calls Chase and says I object
 17 to these charges -- not a formal objection
 18 vis-a-vis a court proceeding or filing -- how
 19 does Chase handle those objections under those
 20 circumstances?
 21 A. Do you mean just a phone call
 22 written or...
 23 Q. Phone call or a letter.
 24 A. We would research the issue --
 25 Q. Okay.

1 filed with the Court.
 2 A. Is the person still in bankruptcy
 3 or out of bankruptcy?
 4 Q. In bankruptcy.
 5 A. Then that letter would go to the
 6 Bankruptcy Research Department and they would
 7 research whatever the dispute would be and send
 8 a letter and explain.
 9 Q. Is there any difference in your
 10 answer if the person was not a debtor in
 11 bankruptcy but is a person who is not now in
 12 bankruptcy may or may not have been in
 13 bankruptcy with regard to the presentation of
 14 the pay off statement with the inclusion of
 15 these fees and costs actually -- let me
 16 backtrack.
 17 You testified that in a situation
 18 in which the person was in bankruptcy or is in
 19 bankruptcy, you would contact the local counsel
 20 or the attorney who was outside counsel and ask
 21 them to confirm all the attorneys fees and costs
 22 incurred. Would you do the same thing if the
 23 mortgagor who was inquiring about a pay off is
 24 out of bankruptcy?
 25 A. It would depend on how long they

1 A. -- either way.
 2 Q. And if there was a researching of
 3 the issue that says no, no, these fees and costs
 4 were incurred by us, is there ever any
 5 abatement -- strike that.
 6 The research, the purpose of the
 7 research is what?
 8 A. To determine whether -- whatever
 9 their issue was. You didn't say what their
 10 issue was.
 11 Q. You're right, I did not. We
 12 already determined that the debtor is notified
 13 of these charges in monthly statements once they
 14 are imposed on the debtor's account, correct?
 15 A. Yes, and I believe I stated it was
 16 in late 2001, 2002 time frame. Yes, sir.
 17 Q. Yeah. And you just refreshed me.
 18 Before 2001, how would Chase notify them of the
 19 imposition of these charges?
 20 A. Before 2001, mortgagors in
 21 bankruptcy did not receive monthly information
 22 statements.
 23 Q. Okay. And after 2002 would they
 24 be treated any differently or is that the
 25 starting period that continues in operation

1 today?
 2 A. It continues in operation today.
 3 Q. Okay. And after this person comes
 4 out of bankruptcy, assuming they are not in
 5 foreclosure, they would then be notified by
 6 monthly bills; is that correct?
 7 A. No, sir, that's not always
 8 correct. I think it goes back to a couple of
 9 questions ago.
 10 Q. Okay. Which is? Can you refresh
 11 me?
 12 A. When we were talking about whether
 13 they were current when they were out of
 14 bankruptcy, whether they had been in foreclosure
 15 prior to the bankruptcy or not.
 16 Q. Okay. I'm going to ask you to
 17 take another look at Exhibit F-1 which, again,
 18 is Exhibit A to the complaint. It's the same
 19 thing. I'm specifically interested again in
 20 Paragraph 13.
 21 Is it your experience that
 22 language of this type, capping attorneys fees in
 23 mortgages, has been restricted to VA mortgages
 24 and FHA mortgages?
 25 MS. POPE: Objection, lack of

1 Q. Okay. This particular mortgage
 2 was originated it appears to me in 1977; is that
 3 correct?
 4 A. Yes, sir.
 5 Q. So I'm not clear on what you're
 6 saying about 1987. Could you elaborate or
 7 explain that to me?
 8 A. Yes, sir. We --
 9 MS. POPE: Before you do, I'm
 10 going to remind you to make sure you not
 11 testify to anything that is subject to
 12 attorney-client privilege.
 13 THE WITNESS: Oh, okay.
 14 Q. Go ahead.
 15 MS. POPE: Stuart, I can tell you
 16 that the investigations on these forms was
 17 done by my office. And anything that she
 18 knows is a result of anything that we've
 19 told her as to the outcome of our
 20 investigations.
 21 MR. EISENBERG: Does that include
 22 the numbers?
 23 MS. POPE: Yes, we did give the
 24 numbers to the mediator in this case. And
 25 I think she's read that letter and that's

1 foundation. Your question assumes she is
 2 familiar with this type of language in
 3 mortgages and she has not testified that
 4 she is.
 5 Q. So are you familiar with this type
 6 of language in mortgages?
 7 A. I've only seen this one like this.
 8 Q. Okay. Have you made any inquiries
 9 at Chase prior to coming here today as to the
 10 existence of this type of mortgage; that is to
 11 say, the one that is designated by the number at
 12 the upper left-hand corner and for Pennsylvania?
 13 A. I personally did not.
 14 Q. Okay. Do you know if anybody else
 15 did?
 16 A. Yes, sir.
 17 Q. And do you know the results of
 18 that inquiry?
 19 A. Yes, sir. We were unable to
 20 locate any VA mortgages prior to 1987; the
 21 origination date of 1987.
 22 Q. Okay. And why did you pick 1987
 23 as an origination date?
 24 A. No, that was when the first one
 25 that we found was originated.

1 probably what I think she's remembering
 2 seeing in her mind. But you've seen that
 3 letter as well.
 4 But anything else is as part of our
 5 investigation at this point and privileged.
 6 Q. Did you investigate or know of any
 7 other mortgages that have been serviced by Chase
 8 that have caps as I've explained before, caps on
 9 attorneys fees that can be charged, or is that
 10 information also attorney-client?
 11 MS. POPE: Can you read the
 12 question back again?
 13
 14 (Whereupon, the requested testimony
 15 was read back.)
 16
 17 MS. POPE: I'll object as to asked
 18 and answered.
 19 MR. EISENBERG: I didn't ask if it
 20 was privileged. I asked did she
 21 investigate. I think what she said, she
 22 wasn't aware of any. But I didn't ask if
 23 she investigated.
 24 MS. POPE: This is a new question.
 25 Has she investigated whether or not --

1 MR. EISENBERG: Yeah.
 2 MS. POPE: Okay. Fine.
 3 A. No, sir, I have not.
 4 Q. Okay. Therefore, I assume you're
 5 unable to answer any questions about this type
 6 of mortgage; not the type of mortgage as defined
 7 by the number, but the mortgage that caps
 8 attorneys fees being used in other
 9 jurisdictions?
 10 You're unable to answer that
 11 question because you don't know of mortgages
 12 that are serviced by Chase that have attorneys
 13 capped restrictions such as this one being used
 14 in other jurisdictions; may I assume you do not
 15 know?
 16 A. I don't know.
 17 Q. Is there any specific policy or
 18 procedure in Chase since your tenure with Chase
 19 that pertains specifically to mortgages that
 20 have this type of capped restriction on
 21 attorneys fees?
 22 A. I could not answer that question.
 23 This is the only loan that I have ever reviewed
 24 that had any type of a percentage.
 25 Q. And you've done no investigation

1 whom these mortgage enforcement related cases
 2 are referred?
 3 MR. EISENBERG: I'm going to ask
 4 that that be stricken and let me start
 5 again.
 6 Q. When a case is referred to outside
 7 counsel for enforcement and Chase incurs
 8 attorneys fees and costs, what is Chase's policy
 9 with regard to charging the mortgagor's account
 10 for those incurred fees and costs?
 11 A. Are you talking about when it's
 12 referred to a foreclosure?
 13 Q. Yes.
 14 A. Or are you talking about anything?
 15 You said enforcement.
 16 Q. Yes, let's talk about foreclosure
 17 first.
 18 A. Okay. And you want to know if a
 19 loan is in foreclosure and if the charges are
 20 passed onto the mortgagor?
 21 Q. Yes.
 22 A. At what point?
 23 Q. I don't know at what point. At
 24 the point that the charges are paid to the local
 25 counsel, start with that.

1 to determine the existence of other loans, nor
 2 have you talked to anybody other than with
 3 counsel about other subject loans; is that
 4 correct?
 5 A. Well, I believe your question was
 6 through my tenure with Chase.
 7 Q. Yes.
 8 A. And through my tenure with Chase,
 9 this is the only loan that I have ever seen that
 10 had it.
 11 Q. Have you come across any loans
 12 with this type of provision, cap provision, that
 13 precede your tenure with Chase?
 14 MS. POPE: Object to the form of
 15 the question. You mean the loan document
 16 may be dated prior to her tenure, but she
 17 has seen it during her tenure?
 18 MR. EISENBERG: That's correct.
 19 MS. POPE: Okay.
 20 A. No, I have not.
 21 Q. When Chase incurs attorneys fees
 22 and costs in the enforcement of a mortgage,
 23 generally that involves mortgage foreclosure at
 24 some stage, is it Chase's policy to pass
 25 whatever cost and fees it incurs by counsel to

1 A. No, sir, not necessarily at that
 2 point.
 3 Q. When would they be charged?
 4 A. They would be posted to the
 5 mortgagor's account as an outstanding fee.
 6 However, unless if a loan was in foreclosure,
 7 unless there was a reinstatement quote, there
 8 would never be any action to collect those fees
 9 by Chase.
 10 Q. Why?
 11 A. Because if the foreclosure action
 12 continued and the loan foreclosed, that amount
 13 would be included based on investor guidelines
 14 on the amount that was bid in at the foreclosure
 15 sale.
 16 Q. Okay. But preceding the
 17 foreclosure sale, which really means at
 18 reinstatement, would those fees and costs be
 19 required to be repaid in order for the debtor --
 20 I'm sorry, in order for the mortgagor to
 21 reinstate the mortgage?
 22 A. And you're specifically asking at
 23 the point of reinstatement?
 24 Q. Yes.
 25 A. And I can answer not all the time.

1 If a mortgagor says -- if they owe \$7,000 and
2 they have \$6,000, then we're going to work with
3 them.

4 Q. Okay. How about at refinance or
5 pay off, vis-a-vis refinance or sale of the
6 house; would those fees and costs be charged?

7 A. Yes, sir.

8
9 (Whereupon, a brief recess was
10 taken.)

11
12 Q. I'm going to go through some of
13 the documents that you prepared and presented to
14 me.

15 MS. POPE: For the record, Stuart,
16 she didn't prepare and present them, I did.

17 MR. EISENBERG: Well, let me ask
18 you, then. No, no.

19 Q. I think I asked this before, but
20 I'm going to ask it again anyway because I don't
21 remember the answer.

22 Did you review the documents that
23 were presented to me this morning and that we
24 went over for the record?

25 A. Yes, sir, I did.

1 MR. EISENBERG: Yes.

2 MS. POPE: Okay.

3 Q. There were, I will represent to
4 you, there were three bankruptcies that were
5 filed by Louise Fitts. Are you aware of the
6 fact there were three filings?

7 A. Yes, sir.

8 Q. The first filing was docketed as
9 98-17668, filed in the United States Bankruptcy
10 Court for the Eastern District of Pennsylvania
11 on June 16, 1998. I will represent to you, and
12 I have docket entries that will corroborate
13 it -- actually let me give you a copy of the
14 docket entries in case you would like to have
15 some corroboration.

16 MR. EISENBERG: And why don't we
17 mark this F-2.

18
19 (Document is received and marked
20 Plaintiff's Exhibit F-2 for identification
21 by the reporter.)

22
23 Q. Which represents the docket entry
24 from docket 98-17668. I will represent to you
25 that these were downloaded from Pacer and you

1 Q. And I'm pointing to all of those
2 that have been stamped CHF 00001, et seq. My
3 first question is, in reviewing these documents,
4 it appears to me as if the bankruptcy file is
5 not complete. Did you go over the actual file
6 of Louise -- the bankruptcy file of Louise
7 Fitts?

8 A. No, sir, I did not.

9 Q. You did not. So you cannot
10 testify for me whether or not these are complete
11 or not?

12 MS. POPE: Of Chase's file, not
13 the outside counsel file, Chase's file?

14 MR. EISENBERG: Chase's file, that's
15 correct.

16 MS. POPE: Okay.

17 A. I never reviewed the actual file.
18 I reviewed what's been presented.

19 MR. EISENBERG: Let me for the
20 record make comment and then I will ask
21 specific questions about certain documents
22 that I believe are not here that at least
23 in my opinion should be here.

24 MS. POPE: You're assumption is
25 because they should be in a Chase file?

1 have indicated to me, Ms. Baker, that you are
2 familiar with Pacer?

3 A. Yes, sir.

4 Q. The first item that I notice in
5 the docket entries to the predecessor of Chase,
6 which is Mellon, there are a series of docket
7 numbers 17, 18 and 19. Make that 16, 17, 18 and
8 19 which involve a motion for relief from the
9 automatic stay. I did not see a copy of that in
10 the file.

11 Do you recall if there is a copy
12 in the file, and if so, I would ask for it.

13 MS. POPE: Well, let me speed this
14 up. She's already testified she's never
15 seen the actual Chase bankruptcy file.

16 MR. EISENBERG: Okay.

17 MS. POPE: Let me do this, Stuart.
18 We will -- I believe this is all Chase has
19 in its bankruptcy file. And what I will
20 do, I will confirm that and then send that
21 to you in writing, okay.

22 But she would not know because she's
23 never seen what's -- I don't even know
24 where this file is physically kept. If
25 it's in Ohio or where it's kept.

1 MR. EISENBERG: I would appreciate
 2 that. And it is possible that maybe
 3 counsel will have it. Let me just quickly
 4 find out. It was the Gary McCafferty at
 5 Federman and Phelan. Let me look, Mellon
 6 Mortgage would have been Gary McCafferty
 7 which is Goldbeck, McCafferty and Keifer.
 8 I'll appreciate that.

9 MS. POPE: I'll confirm what we have
 10 produced to you is a copy of all the
 11 documents that Chase has in its possession
 12 regarding the Fitts bankruptcy.

13 MR. EISENBERG: Okay. Will you make
 14 an effort to get ahold of Goldbeck,
 15 McCafferty and Keifer for getting what's in
 16 their file as long as it's not privileged?

17 MS. POPE: You can get them off
 18 Pacer.

19 MR. EISENBERG: You can't because
 20 this preceded when they became available on
 21 line to us.

22 MS. POPE: I will. And it's
 23 assuming we know who represented Mellon.

24 MR. EISENBERG: It was Goldbeck,
 25 McCafferty and Keifer.

1 write you and tell you what's missing and
 2 what I'd like you to get.

3 MS. POPE: I'll make ever effort to
 4 get those documents for you.

5 MR. EISENBERG: Let me tell you who
 6 the counsel was in this case.

7 MS. POPE: Just go ahead and put it
 8 all in a letter, okay, so I have my laundry
 9 list of things that you would like.

10 MR. EISENBERG: Okay. And we have a
 11 third bankruptcy and the same thing will
 12 apply to that.

13 MS. POPE: Correct.

14 MR. EISENBERG: That third
 15 bankruptcy is 00-23942 also filed in the
 16 Eastern District of Pennsylvania.

17 Q. Did you review any of the
 18 documents from the Chase file as to the Louise
 19 Fitts matter before coming here today?

20 A. I reviewed all the documents that
 21 have been produced to you.

22 Q. Okay. I'm going to ask you to
 23 take a look at that which is identified as CHF
 24 00092, 91 and 92.

25 I notice that on page CHF 00092,

1 MS. POPE: They're still around.
 2 We'll endeavor to get this motion.
 3 Is that what you're asking for?

4 MR. EISENBERG: There are a bunch of
 5 them. Would you prefer for the savings of
 6 time that I write you a letter telling you
 7 what I'm missing?

8 MS. POPE: Yes, that would be
 9 helpful.

10 MR. EISENBERG: I'll do that.

11 MS. POPE: Okay.

12 MR. EISENBERG: I must tell you on
 13 the record one of the things I'm most
 14 interested in are copies of proof of claims
 15 that were filed. And there's only one
 16 proof of claim in this whole batch and that
 17 was from the 2002 bankruptcy. So we're
 18 missing proofs of claims from the '98.

19 MS. POPE: You give us a list and
 20 I'll endeavor to get you that information.

21 Q. The second bankruptcy was
 22 bankruptcy 00-32128 filed on September 28, 2000.
 23 In Eastern District of Pennsylvania.

24 MR. EISENBERG: May I offer,
 25 LeAnn, that we do the same with that? I'll

1 there appears to be no reference to attorneys
 2 fees and cost. Do you agree with me?

3 A. Yes, I do.

4 Q. Okay. Yet in looking at documents
 5 marked CHF 00140 et seq to CHF 00149, I notice
 6 at least that there have been numerous bills,
 7 that which appear to be bills, from attorneys
 8 preceding the filing of this proof of claim.
 9 The proof of claim again is dated August 20,
 10 2002.

11 Can you explain why the bills for
 12 attorneys fees and costs that are referenced by
 13 00140 through and including 00149 are not
 14 referenced in any respect on Exhibit A 00092?

15 A. Yes, sir, I can answer why the
 16 bills stamped CHF 00145 through CHF 00149 were
 17 not included. And that's because they incurred
 18 after the date of this proof of claim.

19 Q. Okay.

20 A. The ones prior to that I don't
 21 know why. However, there is one thing that I
 22 wanted to clarify, if you don't mind.

23 Q. No, please.

24 A. Okay. And that was, I think that
 25 I had stated earlier, and I think your question

1 may have confused me on Chapter 7 and 13. And
2 you had asked is there a bill that's sent
3 strictly after the proof of claim is prepared by
4 an attorney. And I believe my answer was yes.
5 And what I really want to clarify is that Chase
6 doesn't necessarily get a bill only for the
7 filing of the proof of claim. And there can be
8 other items attached as far as, you know,
9 monitoring and all kinds of things that we would
10 get a bill for. Not only just the filing of a
11 proof of claim.

12 So I want to make that real clear.
13 That if that's what you had understood from me,
14 that was incorrect on my part.

15 Q. Your explanation is appreciated
16 and that conforms to my understanding of some of
17 the billings.

18 A. Okay. Great. Okay.

19 Q. One of the items that you
20 mentioned that you can explain is CHF 00145; is
21 that correct?

22 A. Yes, sir.

23 Q. What's that for?

24 A. Excuse me?

25 Q. What is that for?

1 A. Actually, when we went back and
2 obtained copies of any bills that were paid, we
3 found out that -- or we realized that there had
4 been a \$100 charge charged to Ms. Fitts' account
5 which should not have been. Because as soon as
6 her loan was out of bankruptcy the second time,
7 it was referred to foreclosure.

8 However, she filed bankruptcy, I
9 believe, the same day that it was referred to
10 foreclosure. So we've requested a refund from
11 Federman and Phelan and that will be sent to Ms.
12 Fitts as soon as we receive it.

13 Q. That request was just --

14 A. Yes, just when we realized that
15 this bill had been paid.

16 MR. EISENBERG: And just for the
17 record, let me put onto the record that
18 Federman and Phelan is no longer known as
19 Federman and Phelan. It's now known as
20 Phelan, Hallinan, H-a-l-l-i-n-a-n, and
21 Schmieg. I will allow Ms. Baker to spell
22 Schmieg.

23 THE WITNESS: S-c-h-m-i-e-g.

24 MR. EISENBERG: I'm not sure if
25 it's, i-e, or, e-i.

1 Off the record.

2
3 (Whereupon, there was an
4 off-the-record discussion.)

5
6 Q. Do me a favor and go to CHF 00146.
7 You'll remember that I asked a series of
8 questions on McCella Raymer and you see invoices
9 from them. Does this refresh your memory as to
10 their involvement in this particular case at
11 all?

12 A. No, sir. I reviewed these
13 invoices and I saw some from Federman, some from
14 McCella, but I don't recall the relationship.

15 Q. Do you know the relationship now
16 or did this refresh your memory as to any
17 possible relationship between Chase and the
18 McCella Raymer firm?

19 A. No, sir.

20 Q. Okay. I will represent to you
21 that McCella Raymer is an out sourcing law firm
22 from whom cases are sent to local level with
23 McCella Raymer doing the oversight until they
24 need local counsel, okay. That will take care
25 of that.

1 MS. POPE: Can we go off the
2 record real quick?

3
4 (Whereupon, there was an
5 off-the-record discussion.)

6
7 Q. CHF 00133, and this appears to be
8 a duplicate of the document beginning CHF 00126.
9 And I would just like you to corroborate that?

10 A. No, sir, it's not a duplicate.

11 Q. Why not?

12 A. One is sent, the CHF 00126 was
13 sent via certified mail.

14 Q. Okay.

15 A. And CHF 00133 was sent via regular
16 mail.

17 Q. Great answer, okay. I can pride
18 myself on being thorough, and I did not pick
19 that up. But the content is all the same, but
20 for that one notation on the page, one of the --

21 A. And the type of mail.

22 Q. Yeah, right.

23 A. Yes, sir.

24 Q. Let's go to page 00136.

25 A. Yes, sir.

1 Q. And I'm looking at that which I
2 would call the insert. Starting December 2002
3 through January 2004, and I am quoting, at
4 \$294.94 per month, it lists an amount for
5 monthly payments past due, late charges and
6 there's an amount for other fees for \$2,676.67;
7 do you see that?

8 A. Yes, sir.

9 Q. Can you tell me what those fees
10 represent?

11 A. Yes, sir. Those would represent
12 fees paid with regard to defending the
13 bankruptcies and the \$100.

14 Q. For foreclosure?

15 A. Yes. \$85 for a broker's price
16 opinion and I believe that's it.

17 Q. Is your frame of reference the
18 packet of bills page stamped 00140 through
19 00149?

20 A. Is my what?

21 Q. Is that your frame of reference
22 for the derivation of these attorneys fees and
23 costs, of these fees and costs?

24 A. It's calculated from that and from
25 the REII screen.

1 quickly. And my approximate total is to what
2 you just testified. However, I look at the pay
3 off statement which is Exhibit H to the
4 complaint, and I'm going to have it marked F-3.

5
6 (Document is received and marked
7 Plaintiff's Exhibit F-3 for identification
8 by the reporter.)
9

10 Q. And I note that the bankruptcy
11 attorneys fees are \$2,683.03. Can you tell me
12 why the difference between the \$2,683.03 and the
13 amount on the REII screen?

14 A. Yes, sir. This pay off looks like
15 it's dated October the 10th, 2003.

16 Q. Okay.

17 A. This is not the correct -- this is
18 not the pay off that we received.

19 Q. What did you receive?

20 A. We received the pay off in the
21 amount of \$14,107.77.

22 Q. Okay. So from what source did you
23 get the amount you got paid off?

24 A. It's on CHF 00406.

25 Q. I'm sorry, was that \$14,107.77?

1 Q. Okay. Can you just refer me to
2 the REII screen?

3 MS. POPE: It would be the very
4 last document that we gave you.

5 Q. The fees on the REII screen, are
6 those referenced at 00406; is that correct?

7 A. Yes, and CHF 00407.

8 Q. What are the total fees shown on
9 the REII screen for attorneys fees and costs?

10 A. Well, it's under advance
11 reimbursement.

12 Q. That's a different number. That's
13 \$3,305.50; is that correct?

14 A. It is correct. It is exactly
15 correct.

16 Q. Can you tell me from what specific
17 invoices or payments the total of \$3,305.50 is
18 derived?

19 A. Yes, sir.

20 Q. Please.

21 A. It's all of the invoices in the
22 packet CHF 00140 through 00149 and an \$85 -- I
23 believe there's copies in here of the \$85. I
24 believe it's all of these invoices, period.

25 Q. I added those up and I did it very

1 A. Yes, sir.

2 Q. Can you tell me what the
3 difference is between the amount that you
4 received, \$14,107.77 and the pay off statement
5 of October 10, 2003?

6 A. Do we have a calculator?

7 Q. The Blackberry should do that, it
8 does everything else.

9 MS. POPE: I do have a calculator.

10 Stuart, in order to help you out and
11 speed things up, this is an older pay off
12 statement and there were several other pay
13 off statements.

14 MR. EISENBERG: I don't have them.

15 MS. POPE: They're in your packet of
16 things.

17 MR. EISENBERG: Can you refer me to
18 them?

19 MS. POPE: Yes, starting CHF 00150.

20 MR. EISENBERG: I have that.

21 MS. POPE: Okay. Now, what you
22 have, and I wanted to ask you, this is
23 attached Deposition Exhibit F-3, is exhibit
24 what to the complaint?

25 MR. EISENBERG: H.

1 MS. POPE: Exhibit H to the
 2 complaint. So you must have received this
 3 from your client I assume?
 4 MR. EISENBERG: That's correct.
 5 MS. POPE: She had to have received
 6 a later pay off statement because the
 7 document CHF 150 through CHF 161, while
 8 they are not in the same form of what your
 9 client would have received, it contains the
 10 same information. And we have later ones
 11 that we know went out before the loan paid
 12 off.
 13 MR. EISENBERG: Do I have those
 14 later ones other than 406 and 407?
 15 THE WITNESS: 406 and 407 are not
 16 pay offs.
 17 MR. EISENBERG: Okay.
 18 MS. POPE: Yes, this is -- let me
 19 see what you have there.
 20 MR. EISENBERG: Those are the ones
 21 reflected on Exhibit H, F-3.
 22 MS. POPE: Yes, that's the packet of
 23 pay off statements we produced.
 24 MR. EISENBERG: So this is really
 25 it. So this packet 150 et seq to 161 seems

1 on that.
 2 MS. POPE: Okay.
 3 Q. And, therefore, the amount that
 4 was actually paid to Chase is the amount
 5 reflected \$12,399.72?
 6 A. No, sir, the amount that was paid
 7 was \$14,107.77.
 8 Q. Maybe to save time, then, Ms.
 9 Baker can possibly or through your offices, just
 10 send us a conclusive itemization. Here's where
 11 that amount comes from, okay?
 12 MS. POPE: Sure. The actual pay
 13 off?
 14 MR. EISENBERG: The actual pay off
 15 and the line items that it consists.
 16 THE WITNESS: This is it.
 17 MR. EISENBERG: That is it, all
 18 right. Ms. Baker is referencing again
 19 00406. Okay.
 20 MS. POPE: And that document does
 21 tell you exactly as of the date of the pay
 22 off where all the pay off funds went.
 23 Q. I'll refer you also to what I'll
 24 mark as Exhibit F-4 which is Exhibit G to the
 25 complaint. Because I'm looking here at the Line

1 to be outdated, therefore.
 2 MS. POPE: No, I'm saying your
 3 Exhibit H to the complaint is outdated.
 4 And because the loan paid off, I think, was
 5 it April of 2004?
 6 THE WITNESS: March 8th.
 7 MS. POPE: March 8th of 2004.
 8 MR. EISENBERG: And do me a favor.
 9 Just show me on this packet beginning at
 10 150 where --
 11 MS. POPE: It looks like the most
 12 recent pay off statement would be at CHF
 13 00157.
 14 MR. EISENBERG: And do me one favor
 15 while we're on the record, LeAnn. Take a
 16 look at 154. They look to be the same.
 17 MS. POPE: I can certainly compare
 18 them.
 19 MR. EISENBERG: They are the same.
 20 It's the same dates and --
 21 MS. POPE: I'm trying to save you
 22 some time and some confusion about the
 23 older pay off statement, that's all.
 24 MR. EISENBERG: I can certainly go
 25 throughout without having to have testimony

1 Item Number 504 on the settlement sheet on the
 2 HUD-1 which shows pay off Chase Manhattan
 3 mortgage \$12,399.72. Is it your testimony
 4 that's inaccurate?
 5
 6 (Document is received and marked
 7 Plaintiff's Exhibit F-4 for identification
 8 by the reporter.)
 9
 10 A. Yes, sir.
 11 Q. Okay. Do we know if Chase
 12 actually got a check in the amount that's
 13 reflected on 406, or did it get two checks?
 14 A. I don't know.
 15 Q. I'm not sure it's even important,
 16 okay.
 17 A. If I may clarify that answer?
 18 Q. Please.
 19 A. I don't know that this figure is
 20 inaccurate. I know that the amount that Chase
 21 received was \$14,107.77.
 22 Q. Okay.
 23 MS. POPE: Could we go off the
 24 record?
 25

1 (Whereupon, there was an
 2 off-the-record discussion.)
 3
 4 Q. Are you familiar with
 5 Pennsylvania's Act 91?
 6 A. Somewhat, yes, sir.
 7 Q. Okay. Are you familiar that it is
 8 a pre-foreclosure requirement of Pennsylvania
 9 that must be sent to a mortgagor who is 60 days
 10 or more in default?
 11 A. Yes, sir, I am.
 12 Q. Are you familiar also with a
 13 provision of the letter represented by Act 91,
 14 and let me refer you specifically to page 00137
 15 of those documents provided me. And I will ask
 16 you to read to yourself the underlined -- the
 17 portion following the underlined bold, "If the
 18 mortgage is foreclosed upon"?
 19 A. Yes, sir.
 20 Q. I'm particularly interested in the
 21 portion that talks about that which appears to
 22 be a limitation on attorneys fees up to \$50.
 23 Are you familiar with that, Pennsylvania?
 24 A. I've read this letter before, but
 25 I'm not an attorney. I don't know what the law

1 F-6.
 2
 3 (Document is received and marked
 4 Plaintiff's Exhibit F-6 for identification
 5 by the reporter.)
 6
 7 Q. I'm referring you -- let me refer
 8 you specifically to Paragraph 3 of the
 9 complaint. And just let me ask you again to
 10 give the new name by which Chase now operates
 11 its business?
 12 A. It's Chase Home Finance, LLC.
 13 Q. And when did that occur?
 14 A. I don't know exactly.
 15 Q. Is it still -- is it a New Jersey
 16 corporation, an LLC, rather?
 17 A. I don't know.
 18 Q. Is its principle place of business
 19 in Edison, New Jersey?
 20 A. I don't know.
 21 Q. Would you describe its business
 22 for me, or if you agree with Sentence 2 of
 23 Paragraph 3, that would be fine?
 24 A. I believe we do more than sentence
 25 Number 2 in Paragraph 3.

1 states.
 2 Q. Okay. I'm not going to ask any
 3 more about that.
 4 Just so you know what I'm doing
 5 now, I'm going through the actual complaint that
 6 was filed in this case on behalf of Ms. Fitts.
 7 And I'm also looking at the answer to the
 8 complaint that was filed on behalf of Chase
 9 Manhattan Mortgage Corporation.
 10 Did you have an opportunity to
 11 review the complaint?
 12 A. Yes, sir, I did.
 13 Q. Did you have an opportunity to
 14 review the answer that was filed by or on behalf
 15 of Chase?
 16 A. I believe I did.
 17 Q. Okay. Let me mark the complaint
 18 F-5.
 19
 20 (Document is received and marked
 21 Plaintiff's Exhibit F-5 for identification
 22 by the reporter.)
 23
 24 Q. And I'm going to give you a copy
 25 of the answer which I'm going to ask we mark as

1 Q. What else?
 2 A. We originate loans.
 3 Q. And do you service some or all of
 4 the loans that are originated by Chase?
 5 A. I don't know.
 6 Q. Is Chase a subsidiary, wholly
 7 owned subsidiary of JP Morgan Chase Corporation?
 8 A. I don't know.
 9 MR. EISENBERG: I'm just going
 10 through. There are many things that she
 11 answered today that we didn't have the
 12 proper answer in here, in my opinion.
 13 MS. POPE: In your opinion.
 14 MR. EISENBERG: Yes.
 15 MS. POPE: Okay.
 16 Q. I want you to go to Paragraph 29
 17 of the complaint, please. And then once you've
 18 read that, I would ask you to read Paragraph 29
 19 of the answer.
 20 MS. POPE: Stuart, do you want to
 21 give her Exhibit H? I think when we got
 22 served with the complaint we did not have
 23 Exhibit H and that's why we answered as we
 24 did.
 25 MR. EISENBERG: Actually, we have

1 enough testimony today that corroborates
 2 that there were attorneys fees paid at
 3 settlement.
 4 MS. POPE: Fine, okay.
 5 MR. EISENBERG: You agree?
 6 MS. POPE: Yeah, absolutely. When
 7 you say settlement, at the time of the sale
 8 of her home?
 9 MR. EISENBERG: Yeah.
 10 MS. POPE: That settlement.
 11 MR. EISENBERG: Or thereafter they
 12 got the money --
 13 MS. POPE: Right.
 14 MR. EISENBERG: -- for the
 15 attorneys.
 16 MS. POPE: Right.
 17 MR. EISENBERG: Okay. That's it for
 18 the complaint.
 19 I don't have any more questions.
 20 MS. POPE: Is that it?
 21 MR. EISENBERG: Yes.
 22 MS. POPE: I have no redirect. This
 23 concludes the deposition, the 30(b)(6)
 24 deposition of Ms. Deborah Baker. And we
 25 assume the protective order that you

1 CERTIFICATE
 2
 3 I, TERESA CLINE, a Certified Shorthand
 4 Reporter and Notary Public of the State of New
 5 Jersey, do hereby certify that prior to the
 6 commencement of the examination, the witness was
 7 duly sworn by me to testify to the truth, the
 8 whole truth and nothing but the truth.
 9 I DO FURTHER CERTIFY that the foregoing is a
 10 true and accurate transcript of the testimony as
 11 taken stenographically by and before me at the
 12 time, place and on the date hereinbefore set
 13 forth, to the best of my ability.
 14 I DO FURTHER CERTIFY that I am neither
 15 a relative nor employee nor attorney nor counsel
 16 of any of the parties to this action, and that I
 17 am neither a relative nor employee of such
 18 attorney or counsel, and that I am not
 19 financially interested in the action.
 20
 21
 22
 23
 24 TERESA CLINE, CSR NO. 1741
 Notary ID No. 2092798
 Expiring October 4, 2006
 25

1 signed, is that correct, Stuart?
 2 MR. EISENBERG: Yeah.
 3 MS. POPE: I have not seen the
 4 protective order, but I understand you have
 5 signed it?
 6 MR. EISENBERG: I have it somewhere
 7 here.
 8 MS. POPE: Fine. And we are
 9 designating her deposition testimony
 10 confidential pursuant to that protective
 11 order.
 12 MR. EISENBERG: In its entirety?
 13 MS. POPE: In its entirety for now.
 14 And we will reserve signature.
 15
 16 (Whereupon, the proceedings
 17 concluded at 3:40 p.m.)
 18
 19
 20
 21
 22
 23
 24
 25

1 INSTRUCTIONS TO WITNESS
 2
 3 Read your deposition over
 4 carefully. It is your right to read your
 5 deposition and make changes in form or
 6 substance. You should assign a reason in the
 7 appropriate column on the errata sheet for any
 8 change made.
 9 After making any change in the form
 10 or substance, and which have been noted on the
 11 following errata sheet, along with the reason
 12 for any change, sign your name on the errata
 13 sheet and date it.
 14 Then sign your deposition at the
 15 end of your testimony in the space provided.
 16 You are signing it subject to the changes you
 17 have made in the errata sheet, which will be
 18 attached to the deposition before filing. You
 19 must sign it in front of a Notary Public.
 20 Return the original errata sheet to
 21 the court reporter promptly! Court rules
 22 require filing within 30 days after you receive
 23 the deposition.
 24
 25

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