

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT, IN
AND FOR CLAY COUNTY, FLORIDA
CASE NO.: 16-2008-CA-2317
DIVISION: CV-B

WELLS FARGO BANK, N.A.,
Plaintiff,

vs.

CALLIE E. SHAW, et al.,
Defendants.

DEPOSITION OF
JENNIFER ROBINSON, CORPORATE REPRESENTATIVE

was taken pursuant to Notice of Taking Deposition on
behalf of the Defendants.

DATE TAKEN: September 10, 2010
TIME: 10:28 a.m. - 2:29 p.m.
PLACE: Esquire Deposition Solutions
1301 Riverplace Boulevard
Suite 1609
Jacksonville, Florida 32207

Examination of the witness taken before:
Shari S. Lightfoot
Florida Professional Reporter



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APPEARANCES

MICHAEL K. WINSTON, Esquire
Carlton Fields, P.A.
525 Okeechobee Boulevard
Suite 1200
West Palm Beach, Florida 33401

Appearing on behalf of Plaintiff.

LYNN DRYSDALE, Esquire

Jacksonville Area Legal Aid, Inc.
126 West Adams Steet
Jacksonville, Florida 32202

Appearing on behalf of Defendants.

ALSO PRESENT: Esa Ahmed

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(Reporter's Note: All exhibits retained by counsel.)

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1 JENNIFER ROBINSON,
2 having been produced and first duly sworn as a witness,
3 then testified as follows:

4 THE WITNESS: Yes.

5 DIRECT EXAMINATION

6 BY MS. DRYSDALE:

7 Q Could you please state your name for the
8 record?

9 A Jennifer Robinson. That's R-o-b-i-n-s-o-n.

10 Q Okay. Ms. Robinson, my name's Lynn Drysdale,
11 and I represent Callie Shaw in a mortgage foreclosure
12 lawsuit that's pending in Clay County, Florida. Have
13 you ever had your deposition taken before?

14 A Yes, ma'am, I have.

15 Q Okay. We'll get into the details of that in a
16 minute. But just so you know the ground rules, she'll
17 be taking down everything, so you need to make sure that
18 you answer audibly, and we need to make sure that only
19 one of us is talking at a time. These are things you've
20 heard a million times, I'm sure.

21 If I ask a question that you don't understand
22 or I'm -- you don't hear me or for any other reason you
23 want me to repeat the question, please ask me to do so.

24 If you need take a break at any time, please
25 let us know. We'll be glad to that.



1 Did you have any questions of me just on
2 the --

3 A No, ma'am.

4 Q -- ground rules?

5 All right. And your present business address?

6 A It's 8480 Stagecoach Circle, Frederick,
7 Maryland 21702.

8 Q And what business is located at that address?

9 A There's Wells Fargo, of course, the big site.
10 There's several sites, but that's one of the big sites
11 of Wells Fargo that's located there. There's numerous
12 operations that go within that building.

13 Q Okay. Who are you employed by?

14 A Wells Fargo Bank, N.A.

15 Q Are there other Wells Fargo entities,
16 subsidiaries?

17 A Yes. There's Premiere Asset Services, which
18 is owned by Wells Fargo, which is also in that building
19 and also, of course, collections/customer service that
20 is Wells Fargo.

21 Q Collection/customer service.

22 A Yes. There's numerous departments, too many.
23 I don't even know if I could get them all to try to name
24 them.

25 Q The specific department in which you work is



1 called?

2 A Default operations support.

3 Q And what's your position?

4 A I'm a default litigation specialist.

5 Q And that's with Wells Fargo Bank, N.A.?

6 A Yes, ma'am.

7 Q How long have you held that position?

8 A Three years.

9 Q Were you with Wells Fargo --

10 (Brief interruption.)

11 MS. DRYSDALE: Oh, I'm sorry. Can we go off
12 the record for just a second?

13 (Off-the-record discussion.)

14 MS. DRYSDALE: I apologize.

15 BY MS. DRYSDALE:

16 Q You were just telling me what you were doing
17 prior to working in the default operations department.

18 A I worked for two years before that for
19 Premiere Asset Services.

20 Q What is Premiere Asset Services?

21 A What it is is my job title was an REO asset
22 manager, and basically, what their responsibility -- or
23 my job responsibility was was to manage and list all the
24 REO properties that came back after foreclosure sale,
25 basically post-sale, get them cleaned up, marketed on



1 the market to sell.

2 Q Okay. And REO, just for the record?

3 A Is just the back-end post-sale after
4 foreclosure sale.

5 Q Is that the --

6 MR. WINSTON: "Real estate owned" I think is
7 what she was looking for.

8 THE WITNESS: Yeah.

9 BY MS. DRYSDALE:

10 Q Is that the main business of Premiere Asset
11 Services, to address REO properties?

12 A Yes, ma'am.

13 Q And prior to your two-year stint with Premiere
14 Asset Services, where -- with whom were you employed?

15 A I was -- actually have a total of 18 years
16 mortgage servicing background and 12 years that goes in
17 with that -- 13 to 12 years. I worked for First
18 Nationwide Mortgage. That was bought by CitiMortgage.

19 Q So you were with that organization the 18
20 years prior to going to Premiere Asset Services?

21 A No, 12 to 13. I can't remember the exact.
22 It's been a long time now.

23 Q And what were you doing with First National?

24 A First Nationwide?

25 Q First Nationwide.



1 A Basically with First Nationwide, I kind of did
2 everything. I came into the company as a payoff
3 processor/specialist, went into researching short
4 payoffs and calling on those. Payment processing,
5 hazard and tax research, escrow research, escalated
6 complaints, customer service/collections on the phone,
7 customer service/escrow on the phone, hazard -- let's
8 see -- hazard claims, of course, too, when, of course,
9 the property is damaged within whatever the circumstance
10 might be. Also loss mitigation for four years on FHA
11 and VA loans. I was a negotiator for that and did all
12 of the reviews. A little bit of property preservation.
13 So almost a little bit of everything you could think of
14 besides originations.

15 Q So everything past origination was under your
16 job description?

17 A Things that I've touched, yes, ma'am.

18 Q Okay. Back to your present position -- in the
19 default operations department; is that correct?

20 A Operations support, yes, ma'am.

21 Q Operations support.

22 A Yes, or known as DOS, a cute little nickname
23 that we have.

24 Q What are your day-to-day duties as -- in that
25 department?



1 A My job responsibilities are to basically work
2 as a liaison with local counsel on any litigated claims
3 that we have come through. We're assigned, of course,
4 not all of them, certain case amounts. I pull the
5 documents to provide for, say, discovery. I also do
6 some research on our end of the business records and,
7 you know, basically work hand-in-hand with local counsel
8 to research and produce stuff for the claims that come
9 through.

10 Q And when -- you mean -- what type of claims?

11 A Usually affirmative defenses, counterclaims,
12 something as simple as a TRO or injunctive order,
13 looking into stuff like that, just handling anything
14 that's litigated besides -- anything that has nothing to
15 do with class action, so anything else amongst that
16 realm then we usually handle.

17 Q So anytime Wells -- I'm just stating this.
18 Let me know if I'm correct. Anytime Wells Fargo is --
19 gets involved in litigation other than just the plain
20 file the foreclosure, get the judgment, is that when you
21 get involved, or are you involved in all litigation?

22 A We only get involved when we do foreclosure
23 actions, and then we have affirmative defenses come
24 back, anything that's in junction to coming back for the
25 foreclosure. So we don't really get involved



1 necessarily with the regular foreclosure process. If
2 that goes on smoothly and closes, then we have nothing
3 to do with it. But if there is -- an answer with
4 affirmative defense is filed or a counterclaim filed to
5 the foreclosure action that was started, then we take
6 over from there, and that's usually the cases that we
7 handle.

8 Q And what do you do with those cases
9 specifically?

10 A Pull the documents, research them for local
11 counsel, authenticate the business records to give them
12 whatever they need to produce for discovery, help them
13 with researching some of the claims to make sure that
14 they're valid or they're not valid, anything to do, A to
15 Z, from supporting local counsel.

16 Q What type of documents?

17 A Anything from business records, pay histories,
18 collection log notes, letters that might have went out
19 to the mortgagor, pulling reinstatement payoff figures,
20 you know, providing those for, like, say, a typically
21 ADO, one filing MSJ, anything you can think of that has
22 to be done in the litigation area when these come
23 around. What you ask for basically in your discovery
24 request, we pull all that stuff.

25 Q And ADO means?



1 A Amount due and owing.

2 Q And you used one other acronym just in your
3 narrative.

4 MR. WINSTON: MSJ.

5 THE WITNESS: MSJ, motion for summary
6 judgment.

7 Q Okay. Just want to make it clear for the
8 record.

9 A Sorry.

10 Q I'm showing you a copy of an amended notice of
11 taking deposition duces tecum and asking if you
12 recognize that document.

13 MR. WINSTON: Are you going to mark it.

14 MS. DRYSDALE: I was going to see if she
15 recognizes it.

16 THE WITNESS: Uh-huh. Yes, ma'am, I do.

17 BY MS. DRYSDALE:

18 Q Okay.

19 A I just want to make sure the last pages are
20 the same as what I saw.

21 MS. DRYSDALE: All right. We'd like to mark
22 this as -- just for ease of marking, we'll just
23 call it Defendants' 1.

24 (Defendants' Exhibit Number 1 was marked for
25 identification.)



1 BY MS. DRYSDALE:

2 Q And when did you first see this document that
3 we've marked as Defendants' 1?

4 A Gosh. I can't remember the exact day. It's
5 been a little while ago, though, when I took over the
6 case.

7 Q About a month ago?

8 A I have, like, almost 200-and-some cases that I
9 follow, so trying to keep up with the exact day of when
10 I saw a particular document can be really hard to
11 encounter a time, and I don't want to guesstimate and be
12 wrong.

13 Q Sure. So you -- at any given time, you've got
14 200 cases that you're responsible for?

15 A Depending, give or take. And I also do a lot
16 of support with helping out some of the newer team
17 members that we have and supporting them and helping
18 them because our case loads right now are extremely high
19 because of the foreclosure crisis.

20 Q I understand. Are you a supervisor of that
21 department?

22 A No, ma'am. I would just be what would be
23 considered -- I guess quietly, not really on paper -- a
24 senior rep, as I'm one of the people that have been
25 there longer than some of newer people.



1 Q So three years is considered a long time?

2 A 18 years, I think, in mortgage servicing is
3 what probably does it more so than the three years that
4 I've been in that position.

5 Q Absolutely.

6 And who is your supervisor?

7 A Julie Grove. She's actually my manager. We
8 don't really have a supervisor.

9 Q How do you spell her last name?

10 A G-r-o-v-e.

11 Q And what's her title?

12 A She's the manager of the litigation department
13 and DOS.

14 Q Okay. Looking back at what was marked as
15 Defendants' Exhibit 1, do you understand that you're
16 here today to, in effect, be the spokesperson for Wells
17 Fargo with respect to the items mentioned on Page 2?
18 And I've been provided some of the documents referenced
19 in Page 3. Is that your understanding?

20 A Yes, ma'am.

21 Q Okay. So you're familiar with the factual
22 allegations of the complaint; is that correct?

23 A Yes, ma'am.

24 Q Let me show you a copy of the complaint with
25 the attachments and ask you if you recognize that



1 document.

2 A Yeah. This is exactly the same document that
3 I reviewed.

4 Q Okay. Do you recall when you reviewed that?

5 A Same time when I got everything. I kind of
6 got everything at once to go through and research.

7 Q What else did you do to prepare for your
8 deposition today?

9 A I basically reviewed all the loan-level notes
10 or the servicing notes for this file, looked at some of
11 the loss mitigation notes, of course, because a lot of
12 that stems around that, numerous documents that had to
13 do anything with the servicing of the loan, from the pay
14 history to the call log notes, to the different letters
15 that were sent to the mortgagor.

16 Q You mentioned "loan-level documents"?

17 A That just means servicing, servicing aspects,
18 anything that would be like letters sent to the
19 borrower, letters received from the borrower; anything
20 to do with the payment history, what was applied or what
21 was coming and going on the loan; call log notes, which
22 show any conversations coming in or out with the
23 mortgagor; or anything that was worked upon the loan.

24 Q Okay. And you said you've been deposed
25 before. About how many times, say, in the last year?



1 A Oh, God. I don't even remember the amount
2 because I've been through so many different -- you know,
3 depending on when it -- unfortunately, when the need
4 arises, then we fill in the capacity of being a witness.
5 I want to -- I'm going to have to guesstimate and say
6 maybe 15, 20. I can't remember.

7 Q In the past year?

8 A Yeah, maybe more. I don't know because I
9 can't remember. There's been so many cases and it's
10 been a whirlwind. I'm sure you have the same -- how
11 things are going, so...

12 Q And that's all been based upon your position
13 in the default operations support department --

14 A Yes, ma'am.

15 Q -- with Wells Fargo?

16 So you've had an opportunity to look at the
17 complaint. Do you recognize that?

18 A Yes, ma'am.

19 MS. DRYSDALE: I'd like to mark that as
20 Defendants' 2.

21 (Defendants' Exhibit Number 2 was marked for
22 identification.)

23 THE WITNESS: Thank you.

24 BY MS. DRYSDALE:

25 Q So when did you first learn of the lawsuit



1 filed by Wells Fargo against Ms. Shaw?

2 A I knew about it once it became -- of course,
3 the counterclaims and stuff were filed from there.
4 Probably about -- again, I don't like to guesstimate on
5 record because it's, you know, not really a good thing
6 for me to do -- probably, I want to say, about maybe a
7 month or two or more prior to do some more heavier
8 research on the allegations and, of course, to support
9 Michael Winston to make sure that he got everything that
10 he needed.

11 Q So was it about the same time that you got the
12 notice of taking the deposition or prior to that time?

13 A I think it was prior to that time. I was
14 involved with this case prior to that time.

15 MR. WINSTON: If I could interject --

16 MS. DRYSDALE: Sure.

17 THE WITNESS: He might know better than me.

18 MR. WINSTON: -- so we can clarify, when
19 you're using the word "you" -- in a corporate rep
20 deposition, an issue that I always have --

21 THE WITNESS: Yes.

22 MR. WINSTON: -- is when you ask "you," are
23 asking Ms. Robinson when she --

24 THE WITNESS: Personally.

25 MR. WINSTON: -- personally found out about it



1 or when Wells Fargo about the lawsuit? Because
2 obviously they are dramatically different answers.

3 MS. DRYSDALE: Okay.

4 MR. WINSTON: If you'd just be careful on that
5 one...

6 MS. DRYSDALE: Sure.

7 MR. WINSTON: And I'm sure you will be.

8 MS. DRYSDALE: All right.

9 BY MS DRYSDALE:

10 Q So --

11 A And it can be quite confusing. I understand
12 that. I know.

13 Q Ms. Robinson, when did you first learn of the
14 lawsuit? I'm assuming Wells Fargo knew well in advance?

15 A Yes, ma'am, well before that, yes. And
16 somebody else was handling this file before that, and
17 who, I don't know. I just know when I became involved.
18 Because I think it was referenced a better part of at
19 least two months that I can think of.

20 I know Michael probably knows better than I do
21 because I have many of his cases, so they can become a
22 blur, too. See, Michael can be a little -- you know,
23 needs a lot of documents at one time, so I work on so
24 many.

25 Sometimes it's hard to remember each one, but



1 I think at least 2 months ago, at least.

2 Q Tough test master?

3 A Yeah.

4 Q The -- you mentioned that someone else with
5 Wells Fargo may have been working on the file prior to
6 you. Was that somebody else in your particular
7 department or within another part of Wells Fargo, the
8 larger Wells Fargo corporation?

9 A Michael worked with other people before me in
10 the larger part of Wells Fargo, actually in-house legal.

11 Q Is that located in a different building?

12 A Yes, it is. It's in Des Moines, Iowa,
13 actually, in another corporate center.

14 Q And what goes on at the corporate center in
15 Des Moines?

16 A Basically the same things that happen within
17 Frederick. Of course, we're so big, we couldn't be in
18 one location, so anything to do with Wells Fargo Bank,
19 N.A., under that roof, in-house legal, is located at --
20 one of those sites for in-house legal is located at Des
21 Moines, Iowa. Several other -- I mean, there's
22 thousands of people that work there, so to name off
23 every single department would be impossible for me to
24 know. But, yes, everything you can imagine with Wells
25 Fargo.



1 Q So it's a mirror of the organization or the
2 building -- the things that go on, the operations that
3 go on in Des Moines, are a mirror of what goes on in
4 your location?

5 A Somewhat and somewhat no. That's a corporate
6 site. That's the actual number one site is in Des
7 Moines, Iowa. That's our main site, our main hub, if
8 you want to get at that, and then Frederick is another
9 main site, but there may be a step down. So the main
10 center for Wells Fargo is actually in Des Moines.

11 Q So the -- that's the main servicing center, as
12 well?

13 A I wouldn't call it the main servicing center.
14 I would just call it, as we would say, the main
15 corporate address for Wells Fargo and then where --
16 other branches off of that. We're -- our building is
17 pretty much just as big their building. They're just
18 the corporate site, the main site. So they have
19 different functions within there that we might not have
20 in Frederick, or they might have the same functions
21 within there that we might also have mirrored in
22 Frederick. It's kind of confusing. It's kind of
23 confusing it' just because it's so large, that spread
24 out between three different sites. But it's the same
25 basic Wells Fargo.



1 Everybody works together. Everybody's still
2 within the same company. We still work with each other
3 day-to-day, even though we might be in Des Moines or
4 Frederick. I talk to Des Moines on a daily basis every
5 day.

6 Q And it's the -- what -- the default operations
7 support department, is that a servicing department?

8 A Yes, ma'am, just like it says, default
9 operations support. And we are located within
10 Frederick, but we do have a smaller group that is also
11 located in Des Moines, also. We have, I think, four or
12 five people that are located remotely in Des Moines. So
13 that just kind of shows you how we split up, even though
14 we're in the same area. It's kind of more of a need of
15 office space more than it is anything --

16 Q Sure.

17 A -- because we -- we're really full to
18 capacity.

19 Q Now, we've listed the person with the
20 knowledge of Wells Fargo that relate to the factual
21 allegations of the complaint. Have you looked at the
22 complaint paragraph by paragraph?

23 A Yes, ma'am, I have.

24 Q And what particular paragraphs do you have
25 knowledge about?



1 A Well, basic --

2 MR. WINSTON: Object to form.

3 THE WITNESS: Thank you.

4 MS. DRYSDALE: I can rephrase it if you want
5 me to.

6 THE WITNESS: Please do.

7 MR. WINSTON: Yeah, please.

8 MS. DRYSDALE: Okay.

9 BY MS. DRYSDALE:

10 Q Paragraph 2, is that information within your
11 department? Does this -- the information contained in
12 Paragraph 2, is that information that would be obtained
13 from your department?

14 A Yes, ma'am. That could be us.

15 Q Could be or --

16 A Yes, ma'am, yes.

17 Q How about Paragraph Number 3?

18 A Yes, ma'am.

19 MR. WINSTON: Can I clarify? Are you asking
20 her whether she's competent to testify on factual
21 matters contained --

22 THE WITNESS: Or in my actual department,
23 yeah.

24 MR. WINSTON: -- within this complaint?

25 MS. DRYSDALE: Yes, sir.



1 MR. WINSTON: Okay.

2 MS. DRYSDALE: Yes, sir.

3 MR. WINSTON: We've produced her as competent
4 to testify on actual matters in the complaint, so
5 if you want to just start asking factual questions,
6 but do it as you want.

7 MS. DRYSDALE: Okay. I -- well, let me do it
8 this way.

9 BY MS. DRYSDALE:

10 Q I was just -- I was getting the impression
11 from what you were telling me that you were -- you dealt
12 with more of the origination -- I'm sorry -- more the
13 servicing aspects of it than the origination aspects of
14 the loan.

15 A I can -- I can attest to the origination only
16 in the documents preceding because we did not originate
17 this particular loan.

18 Q Correct.

19 A It was originated by CTX.

20 Q And are you familiar with CTX?

21 A I'm familiar enough to know that, yes, they
22 were an originator of many, many loans, and I've seen
23 many, many of their products before, yes, ma'am.

24 Q Do you know what type of lender they were?

25 A They were basically a loan/mortgage or



1 mortgage lender, as in getting into the origination
2 aspects of being able to authentic the original mortgage
3 and note, for example, being able to originate -- you
4 know, the HUD-1 and the stuff was provided, but I can't
5 attest to what happened at the origination because I was
6 not present.

7 Q You mentioned you can authenticate the
8 documents --

9 A Correct.

10 Q -- that they produced. And how can you do
11 that?

12 A Basically, I can tell from what we have on
13 file and what we've pulled to produce to you to know
14 what is the originals because that's exactly what we
15 have in our capacity.

16 As in the servicing aspects of the loan, I can
17 authenticate the business records and going on what
18 happened, for example, loss mitigation and such because
19 that's part of my job, and that's part of my job
20 description.

21 As in being able to attest to what exactly
22 what went on at the origination, unfortunately, no I
23 can't attest to that because I was not privileged or a
24 party to that.

25 Q Okay.



1 And if you look through to the attachments,
2 you -- listed as Composite Exhibit A, you have the
3 original note with you today?

4 A Yes, ma'am, we do.

5 Q And the original mortgage?

6 A Yes, ma'am, we do.

7 Q And an original of the assignment of mortgage?

8 A Yes, ma'am, we do.

9 Q What other originals did you bring with you
10 today?

11 A As in the original, that would be exactly what
12 we have, the original note, the original mortgage, and
13 the assignment. That's what we brought with originals.

14 Q May I take look at those documents?

15 A Sure.

16 (Off-the-record discussion.)

17 MS. DRYSDALE: I just have a couple of
18 questions about the originals. How will we do this
19 with respect to making exhibits?

20 MR. WINSTON: You could --

21 MS. DRYSDALE: I have --

22 MR. WINSTON: -- authenticate the original --
23 take basically -- have her testify that what you're
24 holding in your hand as an original is reflected in
25 a photocopy that you have. Because you should have



1 photocopies of all of the above.

2 THE WITNESS: Attached right here, yeah.

3 MR. WINSTON: I think the only thing that's
4 not attached to the complaint --

5 THE WITNESS: The assignment.

6 MR. WINSTON: -- is when they -- no, the
7 assignment's attached to the complaint, also.

8 THE WITNESS: Oh, there it is.

9 MR. WINSTON: I don't know if it's recorded,
10 if the recorded one's attached, but I know that the
11 back side of promissory note -- yeah, the back side
12 of the promissory note that has the endorsements on
13 it was not attached to the -- oh, is it attached to
14 the complaint? I don't --

15 MS. DRYSDALE: The assignment?

16 MR. WINSTON: I think the back side of the
17 promissory note --

18 MS. DRYSDALE: Oh, no.

19 MR. WINSTON: -- that has the endorsements
20 wasn't attached.

21 MS. DRYSDALE: The endorsements were not
22 attached.

23 MR. WINSTON: Right. But there's a subsequent
24 filing that has those attached, if you want to use
25 that.



1 MS. DRYSDALE: Okay. What -- there's a
2 little -- we have 8-and-a-half-by-11 copies of the
3 note. That's the only problem, so part of what I
4 have is -- the copies I have are not reflective of
5 the originals because some of it's been --

6 THE WITNESS: In what fashion?

7 MS. DRYSDALE: Because it's a shorter version.

8 THE WITNESS: Yeah, but all the information's
9 still is within the document. You can clearly see
10 that. You can clearly see that.

11 MS. DRYSDALE: The bar code information?

12 THE WITNESS: Yeah. You can see everything is
13 still accounted for on the document, anything from
14 the top of the document to the bottom.

15 MR. WINSTON: Oh, I see.

16 MS. DRYSDALE: That's the document --

17 THE WITNESS: The only thing that's cut out
18 from the top of the document -- just so I can point
19 that to your attention -- is just up here with the
20 stamp copy. That's it.

21 MS. DRYSDALE: Okay. So we're going to have
22 to piece together then two exhibits because the --
23 there was an endorsed copy filed on the 13th of
24 January, but it's not completely --

25 MR. WINSTON: It has --



1 MS. DRYSDALE: -- accurate.

2 MR. WINSTON: -- a bar code at the bottom cut
3 off. If you want, what I can do see if they can --

4 THE WITNESS: Make legal copies.

5 MR. WINSTON: I can go check and see if
6 they'll make a copy of this here on legal size.

7 THE WITNESS: Uh-huh.

8 MS. DRYSDALE: Can we do that? Why don't we
9 go off the record and do that?

10 (Off-the-record discussion.)

11 MS. DRYSDALE: Did I give you one of these
12 copies of the notice of the filing?

13 MR. WINSTON: No.

14 MS. DRYSDALE: Not yet?

15 THE WITNESS: No, ma'am. I only have two
16 exhibits in front of me, actually.

17 MS. DRYSDALE: Oh, here it is.

18 BY MS. DRYSDALE:

19 Q Okay. I'm showing you a copy of a notice of
20 filing and ask if you recognize that document.

21 A Yes, ma'am.

22 MS. DRYSDALE: And let's please mark this as
23 Defendants' 3.

24 (Defendants' Exhibit Number 3 was marked for
25 identification.)



1 BY MS. DRYSDALE:

2 Q Okay. I believe we've -- I've reviewed the
3 original note, and I believe we've established that we
4 have an accurate copy of the original attached to
5 Exhibit 2 of the complaint minus the endorsements, and
6 on Exhibit 3, we have an accurate copy of the top of the
7 note but not the bottom, with the endorsements; is that
8 correct?

9 A Actually, the only difference I see between D2
10 exhibit and D3 exhibit is that the MIN number's up top
11 here -- do you see the dates up top here to the right --
12 are fully accounted for within the D3 exhibit, where
13 they are not in the D2, which is just probably a copying
14 error. Yeah, and the bar code, exactly, on the bottom
15 of the second page of D2 versus D3 does not have it. So
16 there's subtle differences, same document, just subtle
17 differences. It looks like it perhaps got cut off
18 during copying.

19 And the same thing with Page 3, D2 has the bar
20 code on the bottom of it, where D3 does not. And, of
21 course, on D3, there is the endorsement. Actually,
22 somebody took the time to copy it, so this was
23 definitely the original note. I can attest to that
24 being that the endorsement is showing on the back that
25 it was definitely copied from the original note, also.



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1 Q And I understand that you're going to provide
2 a complete copy of the original so that we don't have to
3 go back and forth, at some point.

4 A Yes, ma'am, absolutely.

5 Q All right. If you look the endorsements on
6 the note, do you recognize the endorsement at the very
7 top of the note?

8 A Yes, ma'am.

9 MR. WINSTON: Object to form.

10 BY MS. DRYSDALE:

11 Q Can you describe what this endorsement
12 signifies?

13 A This endorsement's the exact same endorsement
14 that's on the original note that is also here in front
15 of us for the deposition, which is on the back of the
16 very last page, which is how it usually is done in the
17 normal course of business. And this particular stamp
18 that you're referring to on the left-hand side is
19 "Without recourse, pay to the order of Washington Mutual
20 Bank, CTX Mortgage, LLC," and it's signed.

21 Q Do you know who Todd Dillon is?

22 A Not personally, ma'am, no.

23 Q Do you know when this endorsement was placed
24 on the note?

25 A I do know from the MERS milestone report,



1 because this is a MERS loan, that CTX Mortgage did
2 transfer this actual -- particular loan and note to
3 Washington Mutual, and I don't like to recall things out
4 of my head. I know we do have the milestone report.
5 Michael did bring it. I think it was somewhere on or
6 about 7/23 --

7 Q Yeah, we'll get to that --

8 A -- 2005.

9 Q -- if that will make it easier for you.

10 A Yes, ma'am, it would.

11 Q We're going to review that document as well,
12 so if you just want to refer to that, we will get to
13 that.

14 A Yes, ma'am.

15 Q And do you recognize the endorsement located
16 just below that?

17 MR. WINSTON: Object to form. My concern is
18 you're using the word "recognize," and I don't know
19 what you mean by that.

20 BY MS. DRYSDALE:

21 Q Do you know who Michelle Mulholland is?

22 A No, ma'am, not personally.

23 Q Do you know if she works for Washington
24 Mutual?

25 A I'm assuming that if she's being -- if she's



1 signing as vice president that that would -- I can't
2 answer that question, if I know that she works there or
3 not. It states it clearly here on the document.

4 Q Okay. Do you know when she executed the
5 endorsement?

6 A No, ma'am. There's no date below it, so I
7 couldn't be able to attest to that either. I'm sure
8 that goes back along the lines of the MERS milestone
9 report that we'll provide.

10 Q Okay. Let me give you these back.

11 A Thank you.

12 Q I'm showing you a copy of the milestone report
13 that you've been referring to.

14 A Yes, ma'am.

15 Q Earlier you referred to a MIN number?

16 A Correct.

17 Q Can you tell me what a MIN number is?

18 A On the MERS or Mortgage Electronic
19 Registration System, a MIN number is exactly what it
20 states. If you saw the top of the original note, you'll
21 see -- or actually the original mortgage -- excuse me --
22 correct myself -- you'll see where the number's assigned
23 to each and every mortgage. Basically, that's a
24 tracking device that's assigned, kind of like a loan
25 number, to each MERS. And what that does is it gives



1 them the ability to track how it changes hands, whether
2 it be servicer or whether it be ownership. And that's
3 what this MERS milestone report shows. It shows who had
4 it, whose hands it was in for servicing, whose hands it
5 was in for ownership. And that's exactly what MERS
6 does. They just eliminate the need for paper
7 assignments.

8 MS. DRYSDALE: Before we get too far ahead of
9 ourselves, let's mark this as Defendants' 4.

10 (Defendants' Exhibit Number 4 was marked for
11 identification.)

12 BY MS. DRYSDALE:

13 Q You made reference to MERS. Can you describe
14 to me what type of business MERS is?

15 A MERS was put into play a long time ago. I can
16 give you an overview of MERS. I want to make sure I
17 understand your question. I can give you a brief
18 overview of MERS. I'm not a member personally of MERS,
19 so I can give you my understanding of MERS over my 18
20 years of servicing.

21 Q Let's break that down into two questions then.
22 Is Wells Fargo a member of MERS?

23 A Yes, ma'am, they are.

24 Q What type of membership does Wells Fargo have
25 in MERS?



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1 A They participate in using MERS as mortgage
2 electronic system, and they're a member of MERS, which
3 means I'm not dabbling within that actual basis of how
4 far it is. I know that we have several MERS loans and
5 that we participate with MERS in the mortgage tracking
6 and what they do for us. And basically that's to assign
7 from assignment to assignment to eliminate the need for
8 paper assignments. That's pretty much all MERS is,
9 holder in due course only. That's what MERS does.

10 Q So MERS actually holds the original note that
11 you showed me earlier?

12 MR. WINSTON: Object to form.

13 THE WITNESS: Not particularly always, no,
14 ma'am. What MERS does is they keep the tracking of
15 or who's ownership or who's servicer of the loan.
16 It basically makes it cleaner, having to eliminate
17 the need basically to do paper assignments back and
18 forth. MERS holds onto the loan from the beginning
19 of the loan, and the only time MERS comes out of
20 the loan as is in tracking the loan to see where it
21 goes. They're only on -- hold on a minute. Let me
22 back up myself up, if you'll excuse me for a
23 second.

24 MERS is only holder as nominee only. Their
25 job is is to basically track who the owner of the



1 loan is, who the servicer might be assigned to from
2 the owner of the loan. There really is nothing
3 more within MERS that they do besides that. And
4 what that does is gives you a clean understanding
5 of who the loan's changed hands from. It
6 eliminates having to track down paper assignment
7 after paper assignment after paper assignment.

8 In my experience in 18 years, basically what
9 MERS came into play for is because loans used to
10 change hands even more so than what they do
11 nowadays, between servicers, between owners. That
12 was just the way that the real estate business
13 worked. They would make a loan. They would put it
14 into a pool, and they'd sell it. MERS came into
15 play to be able to clean up the understanding of
16 who owned what and what transferred when. And
17 that's when MERS came into play. There really is
18 nothing more to do with MERS than that
19 particular -- that's exactly what they were made to
20 do.

21 BY MS. DRYSDALE:

22 Q You used a couple of terms in describing that
23 that I wanted to clarify. You mentioned that -- I
24 believe so, and correct me if I'm wrong -- that MERS was
25 the -- came into possession of these documents. Did you



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1 mean that in the literally sense that MERS actually
2 takes possession of the mortgage paper and the mortgage
3 note?

4 A No, ma'am. MERS' job is clearly, as I stated
5 before -- and I don't know maybe if I didn't explain
6 myself well enough. I'll try again. Their job only is
7 to track the ownership and the servicer of the
8 particular loan. It doesn't mean that they actually
9 hold the original documents. Wells Fargo is still the
10 custodian of the documents or custodian of records
11 per se of the originals, note and mortgage. MERS
12 doesn't usually have a hand in holding onto any of those
13 things. What they have a hand in is they track the
14 actual possession of the mortgage who owns it.

15 CTX originated it. CTX then sold it to --
16 just for an example, not even particular this case -- to
17 WaMu. Then from WaMu, it transferred to Wells for
18 servicing. That's notated all in MERS' milestone
19 report.

20 It's a tracking device. It's a tracking
21 device to be able to determine who's the current owner
22 and holder of the note and who's the current servicer,
23 not particularly the original documents. So I just
24 wanted to clarify that.

25 Q Okay. And so they're not entitled to any



1 payments under the terms of the note or mortgage?

2 A I know that they particularly get paid a
3 service fee per, like, loan. They get paid a certain,
4 like, maybe -- just a guesstimate, I'm not a member of
5 MERS -- maybe \$5. We have a pricing report that I know
6 he said he could produce for you. But actually, they
7 don't get anything as a benefit of the loan. They only
8 get a benefit of what the particular service that they
9 do, and the particular service is tracking the ownership
10 and the servicing history of the loan.

11 Q Okay. You mentioned that MERS was a nominee.
12 Could you define that for me?

13 MR. WINSTON: Object to form. That calls for
14 a legal conclusion.

15 MS. DRYSDALE: Well, she used the term.

16 BY MS. DRYSDALE:

17 Q What does that mean to you?

18 A Nominee just means that they're holder only.
19 That's their job is to track. They're only a name only.
20 They don't have any benefit of the mortgage. They don't
21 foreclose upon a mortgage. They're only holder in due
22 course, so basically it means that they hold onto the
23 information of the loan for us and track it.

24 So the easiest way to clarify MERS in my mind
25 is how I've done it from my 18 years is to consider them



1 as a tracking device. They're responsible, and maybe
2 they get paid \$5, and they track this loan from start to
3 finish, whether that be payoff or foreclosure or
4 whatever might happen with any particular loan.

5 Q And you mentioned that MERS tracks owners and
6 servicers; is that correct?

7 A Yes, ma'am.

8 Q What's difference in the tracking system for
9 owners or servicers, if there is any?

10 A That I wouldn't know, if they have a
11 difference within their actual typical system because
12 I've never worked upon it. I do know that they do show
13 the same as you see from the MERS milestone report, how
14 they report each one. And they say transfer of
15 servicing rights, transfer of ownership. There it's
16 definitely clearly defined.

17 Q Okay. And do you know the difference between
18 the transfer of ownership and the transfer of servicing
19 rights?

20 A Yes.

21 MR. WINSTON: Object to form.

22 MS. DRYSDALE: Okay.

23 THE WITNESS: Yes, ma'am, I do.

24 BY MS. DRYSDALE:

25 Q And what's the difference?



1 A The difference of transfer of ownership is
2 actually the owner of the particular loan. The transfer
3 of servicing rights means the servicer. Wells Fargo
4 could be a servicer per se on a certain loan but not be
5 the actual owner of the loan. Example, it could have
6 been a HUD loan or HUD-owned loan, but Wells Fargo is
7 just designated as the servicer of the loan.

8 Q In the instant case with the -- Ms. Shaw's
9 mortgage, is Wells Fargo the owner of that mortgage and
10 note?

11 A Can you give me a specific date? Because
12 there's actually -- yes, they are --

13 Q Today.

14 A -- as of today. Yes, ma'am, we are.

15 Q Okay. Do you know when Wells Fargo became the
16 owner of the mortgage and the note?

17 A Yes, if you refer to the MERS milestone report
18 here --

19 Q And you're referring to the milestone report
20 that we've marked as Defendants' Exhibit 4; is that
21 correct?

22 A D4, correct, yes, ma'am.

23 I'm just reading through this real quick, if
24 you give me just a quick second.

25 Q No rush.



1 A It looks to be on or about 8/25/2008.

2 Q When you say on or about --

3 A That's what the MERS date was, so it could be
4 on or right before it. Yes, ma'am. When it's --
5 because sometimes MERS -- there could be a day or two
6 lag because if something has transferred -- for example,
7 this particular loan was originated on 5/25 of 2005, and
8 you see on the registration down here at the bottom
9 where it wasn't registered until 6/3, which is very
10 common in the normal course of business. So it can be a
11 day or two difference. So I don't want to say that
12 that's the exact date, but I do know that's when MERS
13 refers to it as being recorded to Wells Fargo.

14 Q Okay. Why don't we go ahead now and go
15 through this document that we've marked as Defendants' 4
16 in detail. Do you know what the term "milestones" mean?
17 Is that just a MERS term?

18 A That's always been a MERS term that I know of.
19 I don't know if milestones would be maybe considering
20 the point of what part of where the loan's at, tracking
21 it, just an example. For milestones, why they named it
22 that, I have no idea. I couldn't be able to testify as
23 to why.

24 Q Is this a document that you ask for when
25 you -- to be included in those documents that you



1 described earlier that you pull together for litigation?

2 A Sometimes, yes, ma'am. If that's what in
3 question, yes, of course, we would pull it.

4 Q Is there any other document that you pull to
5 determine the information as to when the buying and
6 selling of loans took place?

7 A There's several different places within our
8 actual computer-based system that we can show. This
9 particular one really shows more of an acquisition of
10 servicing in our system than it does ownership. The
11 notes reflect the transfer of the ownership to Wells
12 Fargo that -- and our actual servicing notes reflects
13 that.

14 And also, too, some of the papers that we
15 provided to you today that aren't marked -- I'll just
16 show you really quickly -- for example, this is a simple
17 screen print that I personally printed myself to bring
18 with me. I just bring these as backup, which I told
19 Michael he can provide to you. I'm just showing you,
20 clearly, if you look to the left-hand side, it says
21 "AQ" -- "ACQUND," which is acquisition date, and this
22 was 12/1 of 2006. What this particularly means is that
23 we actually acquired this -- if you see at the bottom
24 where it's categorized III, we actually had this
25 particular loan before we actually purchased it. This



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1 loan was in our possession for servicing since 12/1 of
2 2006.

3 Q And are you getting that information --

4 MS. DRYSDALE: And let's go ahead and mark
5 this as Defendants' 5.

6 (Defendants' Exhibit Number 5 was marked for
7 identification.)

8 BY MS. DRYSDALE:

9 Q What -- how did you refer to this document,
10 just so I can --

11 A I basically pulled it from our system itself.
12 It's Callie Shaw's loan in our actual system that is
13 particularly designated for the Shaw loan.

14 Q What type of symptom are you talking about?

15 A Fidelity computer-based system. Every single
16 loan that we service or own, which particularly when we
17 own, we usually service, too, because we're a huge
18 company. We go in and every single loan is assigned its
19 own database per se, and basically that database keeps
20 every servicing record of that loan, whether it be call
21 log notes, payment histories, sometimes particular
22 letters.

23 The only time that they're archived off and
24 still kept within a single, you know, loan number --
25 within like, for example, the Shaw account, it's put



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1 into what's called "archived," which is the notes we
2 were talking about earlier that we finally found and
3 produced or going to produce you. So each and every
4 individual loan has its own separate housing within this
5 computer system that shows everything from A to Z on the
6 loan and what's worked on the loan day-to-day.

7 Q And when you say Fidelity, is that Fidelity
8 Information Services?

9 A I don't know exactly what -- it used to be CPI
10 and used to be Alltel. I've worked on the same system
11 for 18 years, so they've been named several different
12 things. I don't know. I'm not a computer guru, if
13 that's changed hands, but I know the system. So it's
14 basically just a computer-based system, and now they
15 just call it Fidelity. It could be that Fidelity owns
16 it and that we rent the rights from. Beyond that, it's
17 beyond my scope. I don't know how that exactly works.
18 I just work on it every day.

19 Q So I probably misunderstood. When you were
20 talking about Fidelity, you were talking about the name
21 of a computer program as opposed to a name of a
22 business?

23 A Correct, yes, ma'am.

24 Q That perhaps the servicing -- part of the
25 servicing may have been outsourced, too?



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1 A None of the servicing ever is outsourced for
2 us. We do all of our own servicing, no. Fidelity is a
3 computer system. It's not an actual group of people.
4 It's the system within we work in. It's the computer
5 system.

6 Q And so what we've marked as D5 is a screen
7 print from the Fidelity computer system?

8 A Yes, ma'am, that I personally pulled myself,
9 yes.

10 Q Relating to the acquisition of the loan?

11 A Yes, ma'am.

12 Q So this information contained in D5 relating
13 to the acquisition is not contained on D4, milestones
14 report; is that correct?

15 A Yes, ma'am, it is.

16 Q Oh, I thought you said that you pulled the
17 Fidelity document, D5, to determine when the acquisition
18 was because it was not on the milestones. I must have
19 misunderstood.

20 A No. I do both. I pull everything. My job is
21 to go through and pull any and everything that can be
22 particularly, you know, helpful, whether -- even
23 sometimes not even used. But unfortunately that's my
24 job. And one of my positions is is when I go in to
25 research a loan personally, I go in and I pull the



1 computer-based system plus the MERS milestone.

2 This is housed in a totally separate different
3 area. This is MERS itself. This is MERS documents.
4 This is actually Wells Fargo servicing documents. This
5 shows the servicing of a particular loan. This is the
6 Shaw loan. If you see it referenced, it's a loan number
7 up to the left-hand side. It references the name. It
8 references the type of mortgage it is. This is all
9 within the Shaw's workstation within Wells Fargo's
10 servicing record.

11 Q And are you referring to D5?

12 A Correct, D5 is exactly what that is. This is
13 her servicing records. D4 is actually a MERS document
14 that's housed and we can also have access to because we
15 are a member of MERS, and we can pull this. This shows
16 the MERS milestone report, which just shows how many
17 times it changed hands. This is not an actual Wells
18 Fargo-kept document; this is a MERS document.

19 Q Do you know when Wells Fargo obtained
20 possession of D4, the milestones report?

21 A We always have "possession," quote/unquote, or
22 access to it. We have access as a member of MERS to the
23 MERS milestone report. It looks here that this
24 particular one might have been pulled on 4/27/2010, but
25 I know there was prior probably other ones, too. So



1 that's maybe when it was faxed to you. I don't know.
2 It just says it on the bottom of the document, if you
3 would reference and look.

4 It's in a public record. This is a public
5 record that we have in front of us from MERS. This is
6 something that you can go out and particularly pull.

7 Q So you're not sure when Wells Fargo first
8 obtained this D4?

9 A No, ma'am, not this particular -- I don't know
10 if they had another copy of this or not, but I know the
11 one sitting in front of us, you can see from the very
12 bottom of it, it references 4/27/2010.

13 Q Okay. Can you walk me through D4?

14 A Sure. If you look at the very bottom of the
15 loan, it actually goes from the bottom to the top. And
16 if you read over to the left-hand side, going from left
17 to right, it says "registration" on 6/3/2005, and it
18 gives CTX Mortgage Company batch, so I'm sure there was
19 a batch of loans at that time when this particular loan
20 was being pulled out to be registered. And that's
21 exactly what that is, registration.

22 Q So this was -- this came into the MERS system
23 with a bunch of other CTX loans; is that correct?

24 A I would assume with what it's saying, "batch,"
25 that, yes. That's usually how it works.



1 Q Well --

2 A I'm sure they do many of them at one time, but
3 this particular one's pulled out separately. As you can
4 see, it's assigned its own MIN number. And if you look
5 at the top of this one -- I just want to clarify this
6 for you --

7 THE WITNESS: Can I have the original, please,
8 original note -- mortgage? Sorry.

9 Back to -- going back to the original, I just
10 want to explain to you kind of how this works.

11 BY MS. DRYSDALE:

12 Q The original mortgage?

13 A Yes, ma'am, or any of the copies that are
14 sitting at the table because I assume -- I think most of
15 them do have this, also. If you look, you'll see --

16 Q Well, let's see if we can refer to a document
17 that we've already marked.

18 A Sure. Let's go to D3.

19 Q The complaint?

20 A Just the note.

21 Q The complaint, I believe, D2, has the
22 mortgage.

23 A Yes.

24 As we stated, this was copied. If you look at
25 the very far right-hand corner of this particular copy



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1 of the note --

2 Q And you're referring to the note attached to
3 D2?

4 A Yes, ma'am. The note first yes, ma'am --
5 you'll see this number up here at the very, very top of
6 the note. Because the mortgage and the note go
7 hand-in-hand even though MERS only holds the mortgage.
8 You'll see here that the number exactly matches the MIN
9 number on the original. I can hand these to you so you
10 can see what I'm pointing to you.

11 Q Now, again, you're telling me that MERS only
12 holds the mortgage. You don't mean physical -- they
13 don't hold physical possession of the mortgage?

14 A No, ma'am, they don't. They just track. It's
15 a tracking device. If you keep it clarified in your
16 head, it's a tracking device to see who's actually
17 ownership and who's servicing. That's the cleanest way
18 to understand how MERS works.

19 Q So they don't --

20 A It's no big secret.

21 Q You were just saying they don't track the
22 notes?

23 A No, ma'am. But mortgage and note goes
24 hand-in-hand. Of course, the note's a negotiable
25 instrument, and the mortgage is the actual contract. So



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1 they do go hand-in-hand with one another, but they do
2 put this lovely number right up here as I was stating
3 beforehand. And you see --

4 Q And you're pointing to the upper right-hand
5 corner of the note attached to D2?

6 A Yes, ma'am. As I stated before, the upper
7 right-hand note. And if you let me finish this real
8 quick, if you see over here on the underneath of the
9 mortgage, also, that same number matches up exactly,
10 identically.

11 And if we go on to -- hold on a second. I'm
12 not done yet. If we go on to the mortgage copy of this
13 document I'm holding in my hand of D2, you'll also see,
14 too, clearly that the MIN number assigned by MERS is
15 also the same and it matches exactly, too.

16 Q All right. So we've established that CTX
17 registered the mortgage with MERS based on this report
18 that was produced by MERS and not by Wells Fargo; is
19 that correct?

20 A Correct. It's public record.

21 MR. WINSTON: Do you -- I produced it, but --

22 THE WITNESS: Yeah.

23 MR. WINSTON: But it was prepared by --

24 MS. DRYSDALE: Okay.

25 MR. WINSTON: It's off of the MERS computer



1 system.

2 THE WITNESS: Yeah, it's actually a public
3 record.

4 BY MS. DRYSDALE:

5 Q Okay.

6 A It's not particularly -- like I stated, it was
7 not a Wells Fargo record. It's a public record that you
8 can access, also.

9 Q Okay. So the next entry on the milestone, D4,
10 is transfer of flow servicing rights, 7/29/05.

11 A Yes, ma'am. And if you --

12 Q Can you describe to me what happened?

13 A The document pretty much speaks for itself,
14 transfer of flow of servicing rights, which is not
15 ownership. It's just servicing rights. And you'll see
16 over to here how it says "initializing organization, CTX
17 Mortgage." And if you look over to the very far
18 right-hand side, it says "MIN, status, active,
19 registered. New servicer" -- and it gives the servicer.
20 I'm assuming that's the number that was probably
21 assigned to the servicer -- "FDIC as receiver for
22 Washington Mutual Bank" -- or is also known as WaMu.

23 Q So is it your understanding that in 2005, WaMu
24 was in receivership?

25 A WaMu was in receivership of the servicing



1 rights back on 7/29 of 2005. The document clearly
2 states that.

3 MR. WINSTON: I think you asked a question.

4 And you answered a different question.

5 MS. DRYSDALE: Yeah.

6 BY MS. DRYSDALE:

7 Q Let me make that a little clearer. When you
8 were describing that to me, you mentioned that the
9 FDIC -- you're familiar with the FDIC?

10 A Yes, ma'am.

11 Q -- was act -- as I read this, was acting as
12 the receiver for Washington Mutual, which leads me to
13 believe that Washing Mutual Bank was actually in
14 receivership in 2005.

15 A And you see to the left-hand side, if you read
16 it clearly, because the document does -- and I don't
17 mean to sound particular here, but it speaks for itself.
18 It's clearly very plain. The transfer of servicing
19 rights or the flow of servicing rights. It doesn't mean
20 that they received the particular note for being
21 ownership. It's only servicing only. So they have to
22 pay attention to what the left-hand side says to
23 understand what the right means.

24 MR. WINSTON: If I can interject, I think
25 you're still answering a question she's not asking.



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1 And let me -- if I can clarify --

2 MS. DRYSDALE: Sure.

3 MR. WINSTON: -- since it's not a Wells Fargo,
4 I can -- I'm going to speculate as to what I think
5 occurred.

6 THE WITNESS: Right.

7 MR. WINSTON: When the FDIC took over WaMu --

8 THE WITNESS: Yes.

9 MR. WINSTON: -- probably within the MERS,
10 they updated the WaMu number as FDIC as receiver
11 for WaMu.

12 THE WITNESS: Right.

13 MR. WINSTON: So when we had this pulled in
14 2010, the name on the MERS system had been updated
15 and therefor it chose WaMu -- FDIC as receiver for
16 WaMu because that was accurate as of the date --

17 THE WITNESS: Correct.

18 MR. WINSTON: -- of the printing of this
19 report. I'm sure if we had printed the report back
20 in 2000 and --

21 MS. DRYSDALE: '5.

22 THE WITNESS: It would be different.

23 MR. WINSTON: -- it would just say WaMu.

24 THE WITNESS: Yeah, because WaMu is no longer.

25 BY MS. DRYSDALE:



1 Q Yeah, that's interesting to me because what I
2 think that you're saying is that WaMu was not in
3 receivership in 2005.

4 MR. WINSTON: Object to form.

5 BY MS. DRYSDALE:

6 Q Well, I'm just -- you're -- I don't
7 understand.

8 A Receivership in what aspect? Can you explain
9 to me in what aspect you're saying? Because a
10 receivership to me, I'm hearing ownership. Receivership
11 as in servicing -- if you could clarify what your
12 question is --

13 Q Okay.

14 A -- and not be an open-ended question --

15 Q Yes, that's fair.

16 A -- that would be fair.

17 MR. WINSTON: I think what she's referring to
18 is a legal receivership, whereas the FDIC has taken
19 over Washington Mutual.

20 THE WITNESS: Right, which I have no part of,
21 so I wouldn't be privileged to understand how that
22 particularly worked --

23 BY MS. DRYSDALE:

24 Q Okay. That's fine.

25 A -- within Washington Mutual because I'm not a



1 member of Washington Mutual.

2 Q Okay. And I just -- when I talked about --
3 when I'm talking about receivership, I'm talking about
4 that legal status, when a bank fails or the FDIC steps
5 in for some --

6 A RTC, yes, ma'am. I definitely understand what
7 you mean, but as in being a part of understanding that
8 that's what happened, then I wouldn't be able to attest
9 to that. So that may be where the breakdown comes in.

10 Q Okay. But as I understand it, this -- the
11 MERS system would have automatically read Washington
12 Mutual and placed it in it's present state rather than
13 placing it as in it's state that it was in in 2005. In
14 other words, 2005, it doesn't -- this entry does not
15 necessarily mean that WaMu was in receivership or had
16 been taken over by the FDIC in 2005.

17 A No, not to my knowledge, ma'am. I don't know
18 the exact of date of when that happened, but I do know
19 it was somewhere -- somewhere around 2006. I know it
20 was in the year of 2006 because we did have an
21 acquisition of those loans, and that's the only reason
22 why I personally understand when WaMu actually had them
23 actually taken over. And that's the only beneficial
24 reason for my employment with Wells because I know when
25 we acquired several of their loans because of this.



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1 Q So this entry for 7/29/2005 is not completely
2 accurate because in July, on July 29th, 2005, the FDIC
3 had not yet taken over WaMu?

4 MR. WINSTON: As I stated -- and again,
5 Ms. Robinson really can't testify about this
6 because we don't know for sure. But as I stated,
7 it's my guess that somewhere in the MERS system,
8 they updated the name of WaMu to WaMu -- to FDIC as
9 receiver for WaMu, and that's why it's showing on
10 this report as that.

11 THE WITNESS: Which would be how it states
12 today, correct.

13 MR. WINSTON: Yeah.

14 BY MS. DRYSDALE:

15 Q Okay. But you know --

16 A But it was Washington Mutual that did have
17 this loan before then, yes, ma'am.

18 Q Okay.

19 A Really, it's clearer than what it seems. I
20 mean, you've got to understand that after -- I'm sure
21 that MERS has a responsibility to make sure that they
22 categorize, or it could very well be something as simple
23 as the code 100159 being changed. It might have showed
24 Washington Mutual by itself back in 2005 and then
25 converted over after the 2006, quote, we'll call it



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1 "takeover" or whatever from the FDIC. And it could have
2 changed from their batch number, so if you think, every
3 payee usually has code, and that code, that 100159, as
4 you can see, it referenced all the way up the document
5 here, it's always Washington Mutual's. And that's very
6 clear and plain to see.

7 Q So -- but you do know from your personal --

8 A That they changed it.

9 Q -- knowledge that Washington Mutual was not --
10 had not been taken over by the FDIC in 2005; is that
11 correct?

12 A No, ma'am, they were not.

13 Q Okay. Now we're moving up to August 2nd,
14 2005.

15 A Correct.

16 Q What occurred on that date?

17 A The document speaks very plainly. They
18 transfer beneficial rights on 8/2 of 2005, and if you
19 look over to the right-hand corner, it says "new
20 investor," and it shows, you know, FDIC as receiver for
21 Washington Mutual Bank.

22 Q So --

23 A Old investor CTX. Sorry.

24 Q Well, I apologize.

25 So "investor," that term leads me to believe



1 that perhaps this loan had been securitized; is that
2 accurate?

3 A I don't know if that would be --

4 MR. WINSTON: Object to form.

5 THE WITNESS: Right. That wouldn't be an
6 accurate estimate here. I just know that the
7 transfer of beneficial rights for the ownership was
8 transferred over to Washington Mutual on 8/2 of
9 2005.

10 BY MS. DRYSDALE:

11 Q Do you know why the term "investor" is used?

12 A It can be used in many different forms.
13 There's many different forms for investor. Investor
14 doesn't mean it has to be securitized. It doesn't mean
15 it has to be a trust. I've seen several different
16 instances, which is way beyond my scope to understand
17 why they name or categorize it as that. But in this
18 particular document, it did -- states that -- you know,
19 they show the investor as being the owner, and if you
20 look up on any of the other ones, you'll see that they
21 show the servicer as the servicer, new servicer, new
22 investor.

23 Q So in this -- on this report, you are -- you
24 believe that the term "investor" means owner?

25 A Yes, ma'am. It shows transfer of beneficial



1 rights, and that's who they were transferring it to.

2 Q Do you know if Ms. Shaw's loan is a part of a
3 trust?

4 A No, ma'am, not that -- I would not.

5 MR. WINSTON: Object to form.

6 THE WITNESS: Didn't even research that part
7 of it. I do know that it was a Ginnie Mae loan. I
8 do know that it went from Ginnie Mae -- and
9 actually Wells Fargo purchased this loan on 8/25 of
10 2008. But we've actually had possession of the
11 servicing of this loan since 12/1/2006.

12 BY MS. DRYSDALE:

13 Q And where do you obtain that information?

14 A We just went through that. That was just the
15 acquisition. The exhibit -- sorry -- I want to make
16 sure I get the right one to you.

17 Q I believe it's 5.

18 A Exhibit D5 actually showed that on our
19 computer-based system, and the MERS milestone report
20 also references that. The Wells Fargo transferring of
21 servicing rights, you'll show on 12/3/2006, and, of
22 course, that we had it and purchased it on 8/25 because
23 we now actually own the mortgage, particular mortgage
24 for the Shaws.

25 Q So do I understand that CTX transferred the



1 loan -- the ownership of the loan to Ginnie Mae?

2 MR. WINSTON: Object to form.

3 BY MS. DRYSDALE:

4 Q Is that what this report is telling me?

5 A Yes, ma'am.

6 Q The D4?

7 MR. WINSTON: Well, you skipped a step.

8 THE WITNESS: Yeah, you skipped a step, so I
9 just want to make sure that we get this right
10 first.

11 BY MS. DRYSDALE:

12 Q All right.

13 A So --

14 Q Well, let's get --

15 A Let's go through this very clearly. And maybe
16 I'll go through the whole document, and then whatever
17 questions you can possibly, like, ask me, would that be
18 easier to do that --

19 Q That would be fine.

20 A -- than doing this because I think we're all
21 over the place this way. And I'll try to make this a
22 little bit easier and more painless.

23 If you look at the particular document here,
24 it starts out very easily --

25 Q Sure.



1 A -- at the very beginning on the left-hand
2 side, where we went to in the beginning. 6/3/2005, the
3 loan was registered with MERS for CTX Mortgage. Okay?

4 Then on 7/29/2005, you'll see over here, the
5 left-hand side, it says "transfer of flow of servicing
6 rights." And it goes from -- CTX Mortgage, still the
7 owner, still the benefit, as you see that there, which
8 is in the middle of this actual document. And its
9 servicing rights are now established to Washington
10 Mutual Bank. Then if you go up above that, you'll see
11 again where it has "transfer of beneficial rights,"
12 which means that it's transferring hands as ownership,
13 on 8/2/2005, and it was sending from CTX Mortgage and
14 then sent to Washington Mutual Bank. Okay?

15 And then from that date, very quickly again, a
16 couple of days later, it goes from transferring of
17 beneficial rights or ownership -- we'll call it that,
18 makes it a lot easier to understand -- 8/15/2005, it was
19 sold then to Government National Mortgage Association,
20 which we all know as Ginnie Mae.

21 Q Okay.

22 A Okay? And that shows there that that's who
23 that had, and the actual still servicer at this time is
24 still Washington Mutual, even though they sold it to
25 Ginnie Mae.



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1 Then, again, you'll see the transferring of
2 servicing rights on 12/3/2006, and it shows that
3 Washington Mutual transferred the servicing rights --
4 okay? -- over here to what's showing as, again,
5 receiver -- you know, FDIC, as we established earlier,
6 to Washington Mutual Bank.

7 Now, it goes from there -- I want to make sure
8 I read this correctly. It goes from Wells Fargo --
9 excuse me -- from Washington Mutual. I read it
10 backwards -- on 12/3/2006, the same as the records
11 indicate on Exhibit D5, on our computer records.

12 On 8/25/2008, a foreclosure status is then
13 entered. And, of course, the Wells Fargo acquisition's
14 done. And it shows that the loan's in foreclosure. And
15 then the one right above it's the same entry, on
16 8/25/2008, the same date, that reinstatement, not
17 assigned back to MERS. Because basically at this
18 particular time, we're trying to work out loss mit with
19 the mortgagor, so there is no assigning back to MERS.
20 If the loan was to reinstate, for example, the loan
21 would have been assigned backed into MERS.

22 If the loan would have been paid off, then the
23 satisfaction would have been released from MERS.

24 If the loan would have been foreclosed upon,
25 then the loan would have been -- exactly came out of the



1 name of MERS because you cannot foreclose in the name of
2 MERS, just like you can't foreclose in any government
3 entity's name also. You can't foreclose in the name of
4 Ginnie Mae, HUD, VA. None of those can be foreclosed
5 in.

6 So that's why this is actually pulled out of
7 MERS because you cannot not foreclose in the name of
8 MERS. MERS is not the owner of the actual note; they're
9 just the tracking system.

10 Q Gotcha.

11 Okay. So based on what you just told me, we
12 have Washington Mutual transferring ownership of the
13 loan to Ginnie Mae on August 15, 2005; is that correct?

14 A Yes, ma'am.

15 Q Okay. And then we have Wells Fargo taking
16 over the servicing rights, I guess, on behalf of Ginnie
17 Mae on December 3, 2006.

18 A For Washington Mutual because we assumed
19 actually several Washington Mutual loans because that's
20 at the time where we were speaking of earlier where
21 Washington Mutual was taken over.

22 Q So Washington Mutual still had the servicing
23 rights when Ginnie Mae took ownership; is that correct?

24 A Back in 8/15/2005, yes, ma'am. We did not
25 actually assume this loan for servicing, which I can



1 attest to from there on out. From 12/1/2006 is when we
2 actually received all the information, the documents and
3 the whole loan, for servicing.

4 Q So when on this document do I see the loan
5 being -- the ownership of the loan being transferred
6 from Ginnie Mae to Wells Fargo?

7 A If you see it here, it stops. And the reason
8 why it stops is -- like I pointed out earlier, if you
9 see the foreclosure status update, MERS then stops.
10 When -- anytime any loan goes into foreclosure, anytime
11 a loan is paid off, MERS is done. Their job is done
12 unless it's resigned back into MERS. For example, like
13 we state -- or I stated earlier about the reinstatement
14 of the loan, then it would be reassigned back into MERS.

15 But clearly you can see here that this loan
16 was in foreclosure as of 8/25/2008, so it was pulled out
17 because it cannot be foreclosed in or any complaint be
18 filed in the name Ginnie Mae or -- excuse me -- MERS.
19 So that's why it's pulled out. So this particular
20 milestone report stops then.

21 And then the notes I stated earlier or the
22 business records show a note clearly stating where Wells
23 Fargo had to purchase the loan, so we purchased the
24 loan, and now we are ownership -- actually owner of the
25 loan. So it's no longer a Ginnie Mae Loan; it's



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1 actually a Wells Fargo loan now.

2 Q And is that information contained on D5?

3 A No, ma'am, it's not. Because that was just an
4 acquisition screen for servicing that I showed you on
5 D5.

6 Q Do you have a document showing the transfer of
7 the loan from Ginnie Mae to Wells Fargo?

8 A I show in the actual system notes --

9 THE WITNESS: Which, Michael, I don't know she
10 has them. They were produced to you.

11 The system actual -- if you look at it,
12 they're called "call log notes" or consolidated
13 notes log.

14 BY MS. DRYSDALE:

15 Q Uh-huh.

16 A It's within there.

17 Q So we'll make a note to get back to that.

18 But on the milestone report, I think you've
19 explained to me that there is not -- there is no entry
20 showing the transfer of the ownership from Ginnie Mae to
21 Wells Fargo; is that correct?

22 A Not on this particular document now, ma'am,
23 because MERS is no longer involved because the loan is
24 in foreclosure.

25 Q Okay.



1 A And MERS basically steps out. Once the loan's
2 in foreclosure, they step out, take their hands out of
3 any tracking or anything of that effect. Because now
4 they're no longer involved until the loan is either
5 cured, the delinquency's cured and they're reregistered
6 back in again. Or if the loan was paid off in full,
7 then they would release, of course, you know,
8 satisfaction, and they would no longer be involved.

9 Q So this -- the milestones report only shows
10 when Wells Fargo took over the servicing rights; is that
11 correct?

12 A Because they had stopped, like I stated
13 earlier, because of the foreclosure status, which is
14 clearly indicated here on the left-hand side, so
15 therefore MERS wouldn't track it any longer. If the
16 loan's in foreclosure, it's pulled out of MERS.

17 Q So do I understand from that -- and perhaps
18 we'll get to the document you just referred to -- Wells
19 Fargo took ownership of the loan when it was in default?

20 A Somewhere around about that time. I don't
21 want to guesstimate on the exact date. It shows clearly
22 in the call log. Which the consolidate notes log that
23 was provided to you, it shows within there when that
24 happened. And the reason why, as I said, MERS tracks
25 this, but once their loan becomes in default, MERS no



1 longer has any hold on. They back out.

2 MR. WINSTON: Can we take a one-minute break?

3 MS. DRYSDALE: Sure.

4 (Brief recess.)

5 BY MS. DRYSDALE:

6 Q Let's see. You mentioned a set of documents,
7 and I don't -- I wrote down the term you used for where
8 I would find the information relating to the transfer of
9 the loan to Wells Fargo. How did you refer to those
10 documents?

11 A They are called the call log notes or the
12 consolidated notes log.

13 Q Call log notes. Okay.

14 I'm showing you a batch of documents, and I
15 kept them in a batch because that's how they were
16 provided to me. And I didn't -- I wanted to make sure
17 that I didn't separate things that may need to be
18 together, and we can separate them for purposes of the
19 record if need be. Are these the documents that you
20 were referring to?

21 A Part of them. Now, let me explain to you the
22 difference. This particular one on the very top that
23 you handed me, which we have not marked an as exhibit
24 yet, is just a big pile of call log notes. There are
25 several ones within here. Okay? And let me explain to



1 you the difference so the mystery is -- you know, now
2 becomes an epiphany of -- oh, that's all it is. This --

3 Q Okay. Why don't -- just for clarification on
4 the record --

5 A Won't we mark it?

6 Q -- I think we have -- there are Bates stamps
7 on these documents.

8 A Oh, at the very bottom, ma'am, yes.

9 Q I think that they appear to run from --

10 A 533.

11 Q -- 533 to 730; is that correct?

12 A Yes, ma'am.

13 Q Okay. Why don't we go ahead for purposes of
14 the record, because you've identified these as call log
15 notes --

16 A No. These are not all called log notes.

17 Q Oh, I see.

18 A I want to clarify that, and that's what I
19 wanted to state.

20 MR. WINSTON: No, it's not.

21 THE WITNESS: I want to explain to you what
22 these are. What you handed me here on the very top
23 page, which is Bates-stamped 533 and 534, is
24 actually collections or customer service loan
25 activity archive. Exactly what it means, this is



1 some archived notes that we've pulled out and
2 produced to you.

3 Our system only has the ability, because of
4 storage capacity and we have several million loans,
5 to only hold up to, like -- usually a rule of
6 thumb, three to four year, usually three, depending
7 on how much activity is on the loan. So what
8 happens is is after three years, these loans are
9 archived.

10 So this is what I'm holding in my hand here,
11 that was Bates-stamped 533 and 534, is actually
12 archive notes. They're the same thing as what
13 would be on our system. They just had to be housed
14 in a different area now because the system can only
15 hold so much in capacity.

16 BY MS. DRYSDALE:

17 Q Is that another Fidelity system, or is it a
18 different type of system?

19 A There has been several ways that we've housed
20 our archives. There's been microfiche. I'm sure you're
21 familiar with microfiche. You've been around. I know I
22 hate to say that, but I've been 18 years, so we used to
23 use microfiche. There's been ways to handle some of
24 those, and then there's also another base system that we
25 put it onto, yes, ma'am. And how they particularly do



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1 that, I really have never, you know, been wanting to
2 know every single step of it because that's one job I
3 haven't done in servicing is archive the notes.

4 Q So as I understand it, some of these documents
5 that we've identified the Bates stamps for but not yet
6 marked, some of these are going to relate to
7 interactions with Ms. Shaw and servicing of the loan,
8 and some of them will relate to actual transfer of the
9 loan; is that correct?

10 A No. Let me explain to you, this is a whole
11 big pile of a lot of things here. The first two pages,
12 533 and 534, are archive notes from the consumer -- or
13 collections/customer service log, clearly stated at the
14 very top of the document.

15 The very next -- Bates Stamp 535 all the way
16 out to -- and let me get this stuff read for you
17 correctly -- 590 is all -- the very front page is a
18 letter log, which basically just kind of states what
19 letters were going and coming on the loan through the
20 actual Fidelity system. And you can clearly see, like,
21 some of the transactions and what it says up here.

22 Q Okay. Let -- before we get too far, you've
23 identified a group of documents Bates-stamped 535
24 through 590; is that correct?

25 A Yes, ma'am.



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1 Q And how would you characterize these
2 documents?

3 A The very top page is a letter log.

4 Q What's a letter log?

5 A Clearly, exactly what it states. It's a log
6 of letters that were sent to the mortgagor.

7 Q Okay.

8 A And then you'll see from 536 on, to the very
9 last one that we referred to, 590, are all letters that
10 were sent to the mortgagor. These are all copies of
11 letters that were sent to the mortgagor.

12 MS. DRYSDALE: Okay. While we've got this
13 batch together, why don't mark this letter log as
14 Defendants' 6. We'll just go ahead and mark these,
15 and let me switch with you.

16 THE WITNESS: Because these here --

17 MR. WINSTON: What number are we starting with
18 on the letter logs?

19 THE WITNESS: 533 -- 535 to 590.

20 MS. DRYSDALE: 535 to 590.

21 THE WITNESS: Do you want to give me a second,
22 and I can do all of these so that they make sense
23 all the way around, or do you want me to do them as
24 we go?

25 MS. DRYSDALE: Let's just -- I think it might



1 be a little --

2 THE WITNESS: I'm afraid that something might
3 be stuck in here, though, the wrong stuff, so
4 that's why I'm wanting to look through them.

5 MS. DRYSDALE: Okay. Yeah, go ahead and take
6 your time. Take your time.

7 THE WITNESS: That's why I'm breaking them
8 down for you.

9 MS. DRYSDALE: We can go off the record if
10 you'd like.

11 (Off-the-record discussion.)

12 (Defendants' Exhibit Number 6 was marked for
13 identification.)

14 BY MS. DRYSDALE:

15 Q Okay. We've marked the letter log -- or --
16 I'm sorry -- call log -- no letter log as D6. And
17 you've described this to me as all of the letters that
18 were generated by Wells Fargo for Ms. Shaw's loan; is
19 that correct?

20 MR. WINSTON: Object to form.

21 THE WITNESS: Do you want to maybe possibly
22 rephrase your question as an all -- can you
23 possible that again for so I can hear it because --

24 BY MS. DRYSDALE:

25 Q Sure. I believe -- and correct me if I'm



1 wrong -- you've describe this letter log as sort of an
2 index, and then starting on Bates 536, all of the
3 letters that were sent to Ms. Shaw by Wells Fargo; is
4 that correct?

5 MR. WINSTON: Object to form.

6 THE WITNESS: Not all the letters. As we
7 stated earlier, this is just was generated from the
8 PL05 workstation within Fidelity. There might have
9 been other letters that were sent out, maybe
10 hand-typed from executive correspondence. I don't
11 know that within here, but I know these were all
12 the system letters that were sent to Ms. Shaw,
13 which is a good rendering of -- the majority of
14 what we send in letters.

15 I want to refer to the one that has Bates
16 Stamp -- out of Exhibit D6 -- Number 588, for
17 example, just to kind of give you an example of
18 what's within this letters [sic]. And this is a
19 letter that was sent to Callie Shaw, address,
20 2371 Golfview Drive, Orange Park, Florida 32003.
21 And it shows an understanding of your mortgage
22 transfer, and it notifies her of the new ownership
23 of the mortgage being Wells Fargo.

24 BY MS. DRYSDALE:

25 Q What's the date of that letter?



1 A This letter's dated November 5th, 2009.

2 Q Also at the top of the letter is
3 December 12th -- I'm sorry -- December 5th, 2009. Why
4 the two different dates?

5 A It looks like it says Page 237. This was just
6 all pulled -- archived, if you can tell. The letter
7 doesn't start here until the actual date and below. So
8 this is just something that could have been another
9 letter running into it, if you see that, from the letter
10 from prior. It's just the way it was printed. But the
11 letter doesn't start -- or a typical letters, in the way
12 that there's -- the date's up top and then below. So
13 anything you see within this actual packet here of D6,
14 just so you understand, so it doesn't look confusing, it
15 would be from the date and then the address and below.

16 So the actual -- this is another letter that's
17 running into it. But the actual letter starts right
18 here where the date is. This is from a prior letter.
19 Maybe the one right before it would match up, which was
20 probably the second page to that particular letter, or
21 something was matching up to it.

22 So I hate for that to be deceiving. It's just
23 the way that when we hold them -- because this is just a
24 reprint of what was sent. That's just how it goes.

25 Q So there's some December 5th letter --



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1 A There's all kind of letter within here, ma'am,
2 yes.

3 Q Yes. But just to finish my question, there's
4 some letter dated December 5, '09, that this top of
5 Document 586 refer -- is a part of?

6 A Yeah. You can clearly see that, yeah, because
7 it gives some information on that, and I don't know why
8 it printed out like that. It's just showing, for where
9 it -- it might just be the way it reprinted. But the
10 actual letter itself is from November 5th, 2009, and
11 down. And you might find that once you review and look
12 through the letters.

13 Q And what is -- the MSP Letter Writer activity,
14 is the MSP -- is that the Fidelity program?

15 A Yes, ma'am.

16 Q So do I understand that the program is
17 created -- I'm looking for a better word -- but the
18 program was set up to send out letters on -- upon the
19 happening of certain events and certain dates?

20 A Yeah, absolutely, as real time, yes. This
21 letter would have been generated on November 5th, 2009.
22 It would have been -- basically in the PL05, it would
23 have been generated by a person or several people. I
24 don't know who actually did this particular letter. It
25 was a long time ago.



1 You will see, though, the letter's generated.
2 It goes down to our print room. Our print room, it's
3 stuffed and it's mailed the same day, so that's how our
4 letters work on these particular letters here from PL05.

5 I used to go down and generate and pull the
6 letters, too, in my 18 years of servicing, so I clearly
7 understand how that works, too. And it's kind of crazy,
8 but it's pretty efficient.

9 Q So the letters are not saved --

10 A And this is archived, yeah.

11 Q Okay. But they're not Bates-stamped by date,
12 consecutively by date, as I'm looking through them.

13 A No. There's numerous ones, and they're kind
14 of all over the place from '06 to '07 and then back
15 again, just depending on how they're -- this is just a
16 particular -- letters.

17 But if you look at the log and you're looking
18 for a particular letter, it might clue you in on what
19 you're looking for that might be within here. And if
20 you find one that maybe possibly is not, then, of
21 course, let me or Michael. Of course, Michael would
22 probably be easier to get ahold of, and we can
23 definitely see if we can find that particular letter for
24 you, too.

25 Q So Wells Fargo took over the servicing rights,



1 according to the milestone report, in December '06; is
2 that correct?

3 A Yes, ma'am. December '06 is when it was
4 registered with MERS. It was actually 12/3/06 it was
5 registered with MERS. And our system clearly indicates,
6 as in -- Exhibit D5 shows on 12/1 of 2006, we took it.
7 So that would make perfect sense that two days later, it
8 was registered with MERS.

9 Q But the letters, if I'm reading the index,
10 which is 535 on D6, the first date on this document is
11 January 11, '06. What does that entry reflect?

12 A On which -- sorry. Let me get to the same
13 place you are.

14 Q That was the front page of D6.

15 A I've lost my page.

16 Q Right, yeah, you've got your hand...

17 A Let's see here. Give me that date one more
18 time. I apologize.

19 MR. WINSTON: She's looking at --

20 THE WITNESS: Oh, 1/11/2006?

21 No. That's tax research. That's what that
22 means.

23 BY MS. DRYSDALE:

24 Q I guess I'm just trying to determine why there
25 would have been tax research on the loan prior to Wells



1 Fargo taking on the servicing responsibilities for the
2 loan.

3 A Well, if another servicer is actually
4 Fidelity, same as what we are, when their system
5 downloads, then we get all of their records, and they're
6 still housed into ours. So if WaMu, which I'm very
7 confident was also Fidelity system-oriented, when they
8 transferred, we get the benefit of their records, notes
9 actually feeding into ours, so we would have their
10 letter logs, the same, because our systems are both the
11 same.

12 Now, the unfortunate case, that we acquire
13 loans that aren't in Fidelity status with a prior
14 servicer, then we can't get those. We have to put them
15 on paper.

16 But this one here clues me in, the 12/1/06.
17 And I know from other WaMu transfers that they actually
18 had Fidelity to Fidelity, which means that when the
19 actual transfer happens from servicer to servicer,
20 Fidelity to Fidelity, we get to get the benefit of
21 having their actual system records, and they're
22 downloaded onto ours.

23 Q So any records prior to December '06 were not
24 generated by Wells Fargo; is that correct?

25 A Yes, ma'am. So you have to key in the



1 indicator of 12/1/06 is when we actually were
2 responsible for the servicing of the loan. Anything
3 prior to that would have been WaMu.

4 Q What types of documents would Wells Fargo have
5 received when they took over the servicing rights?

6 A Clearly, as you can see here from Exhibit D6,
7 it was Fidelity-to-Fidelity transfer. We would get some
8 of their system records, whatever was capable to be
9 transferred over. Of course, the original note and
10 mortgage. If we're custodian of record, which we were
11 on this particular file, we would get the benefit of the
12 prior payment histories, which usually are archived just
13 like the one that we showed here earlier that we
14 referenced to with the smaller print. We would also get
15 any information, loan level, that was active the day we
16 came over.

17 Now, of course, there's instances where we get
18 servicing transfers -- I just want to make sure you
19 understand that there's particular documents that we
20 don't get. A lot of documents sometimes that we don't
21 get are some of the letters that the prior servicer
22 sends. Sometimes we don't get the benefit of -- and
23 some of their call log notes, believe it or not. If we
24 have one that's not Fidelity-to-Fidelity that's not
25 shown in, we don't get those. Numerous times, where a



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1 prior servicer had it before we got it, and we couldn't,
2 you know, actually produce any other notes. Because, of
3 course, we weren't that prior servicer, we didn't have
4 obligation or actually access to it.

5 But usually we get a prior pay history, and
6 usually we'll get -- very, very seldom, sometimes we'll
7 get, of course, the original documents if we're
8 custodian of record, like we are on this particular file
9 and then from there. But we got the benefit of this
10 particular WaMu transfer, that it was
11 Fidelity-to-Fidelity, so we did get some of their
12 archived -- or the prior servicer's information. So we
13 got a little bit more on this one than what we normally
14 got on the other typical loans.

15 Q You mentioned loan documents. Do you know if
16 in this particular instance, when the loan was
17 transferred -- or the servicing rights were transferred
18 to Washington Mutual -- I'm sorry -- to Wells Fargo, if
19 Wells Fargo actually received a copy or the original of
20 the note or the mortgage in December of '06?

21 A Yes, ma'am. We actually had possession of the
22 originals, and everything actually came over to our
23 systems, as in Wells Fargo, from WaMu on 12/1 of 2006.
24 The same date of the transfer of the servicing is the
25 same date that we receive all the documents, too.



1 And also scan copies because what we do is we
2 receive the record originals when we're custodian of
3 record. And, of course, they have to be housed in a
4 safe location. We all know how that works for
5 negotiable instruments. We talked about that earlier.

6 But what happens is we take the originals, and
7 we actually scan the originals into our system, which is
8 called FileNet, which is just a document holding system
9 that holds something as simple as copies of the original
10 note and mortgage because a lot of times people that are
11 working the loan don't particularly need the originals.
12 We don't like to float them around the office. It's not
13 something we give to just anybody.

14 Q So the FileNet system is different than the
15 Fidelity system because it -- is that a computer-based
16 system, or is that an actual physical file?

17 A It's a computer-based system, ma'am. It's the
18 same thing. Loan number is assigned, just like Callie
19 Shaw. She's actually assigned her own little section
20 within that computer-based system, just like our
21 servicing system for Fidelity, and all it does is house
22 documents. That's all it houses.

23 It houses -- for example, Ms. Shaw faxes in a
24 loss mitigation package. A copy of that package is
25 housed within the FileNet system. It's scanned. It's a



1 particular person's job duty to scan the documents and
2 to upload them basically into there. So we have -- we
3 go paperless. So that way we don't have to keep around
4 the actual paper copies. It saves a lot of room.

5 Q Okay. So Wells Fargo, when it took over the
6 servicing rights, had all the loan documents? Did that
7 include the closing documents?

8 A Yes. We would get an origination file, and,
9 yes, I did forget to mention that. I apologize. We get
10 a copy of the origination file, and usually, depending
11 on the circumstances, we can never be -- you know, prior
12 servicers and what they did. Usually we get the
13 original closing file, and if not, we definitely get a
14 copy of it.

15 Q And then those documents are scanned and
16 placed in the FileNet system; is that correct?

17 A Yes. A copy of them are always scanned and
18 put into the FileNet system as the origination
19 documents. And then also, too, if we have original
20 copy, which normally always we do, not always, but
21 particularly normally, we also house them in a separate
22 file room that actually houses the original.

23 Q Okay.

24 A It will have, like, the original HUD-1, not
25 the original note and mortgage, just like the original



1 actual origination package, excluding the negotiable
2 instruments.

3 Q You mentioned earlier a document that
4 reflected the actual repurchase of the loan by Wells
5 Fargo, and you identified it as document which contains
6 the Bates Stamp 676; is that correct?

7 A Yes, ma'am. Yeah, it's in here.

8 MR. WINSTON: Now you're in letter documents.
9 It's in the notes.

10 THE WITNESS: Oh, yeah, the other one. Sorry.
11 I'm thinking of the one I just showed her.

12 Yep, there we go. Yes, ma'am.

13 MS. DRYSDALE: Okay. Can we mark this as 7?

14 THE WITNESS: Do you want to mark the whole
15 thing or just the particular page?

16 MS. DRYSDALE: Just that particular page.

17 THE WITNESS: Okay.

18 (Defendants' Composite Exhibit Number 7 was
19 marked for identification.)

20 BY MS. DRYSDALE:

21 Q And can we refer to this as a consolidated
22 notes log or a screen print from the --

23 A It's all the notes logs, yes, ma'am. Because
24 that's exactly what it is. And it matches up to -- just
25 for your benefit -- if you look here on 10/30, it was



1 noted, and then by 11/5, it was generated.

2 Q You're referring back to --

3 A To Exhibit D6.

4 Q Okay. And where on D6 are you referring to?

5 A Very bottom. If you look at the note,
6 10/30/2009 is where the note enters in. You can see the
7 note there. And at the very bottom of the consolidate
8 notes log, Exhibit D6, it says 11/5/09, when that letter
9 was -- repurchase notice, no MERS, which is the letter
10 we just went over just a couple of minutes ago. Just
11 want to match it up for you so you understand how it
12 works.

13 Q When you -- and you're -- you're talking about
14 Bates Stamp 588 contained in D6; is that correct?

15 A Yes, ma'am. That's the letter that was sent
16 to Ms. Shaw notifying her of the same of what the note
17 says and also in the system. I just want to show you
18 that the business records are consecutive on how we
19 noted the system. We know we had to repurchase and then
20 turning around and sending out the November 5th letter.

21 Q Do you understand that November 5th letter
22 that we just referred to as being a letter required by
23 RESPA?

24 A Yes, ma'am, it would be.

25 Q Do you know if -- strike that.



1 So we're looking now at what we've marked as
2 7, a screen print of consolidated note log. There's a
3 series of acronyms or initials at the top with Y -- ANA,
4 Y; ARM, Y; ASM. Can you describe what those mean?

5 A Yes, ma'am. That's very simple. ANA,
6 analysis. ARM, adjustable rate mortgage. BLN is just
7 optional insurance. BNK, bankruptcy. CCN. COL,
8 collections. ELC, elected, which is also elective-type
9 insurance. FOR is foreclosure. HAZ is haz. LMT is
10 loss mit. MIP, of course, is mortgage insurance. Paid
11 in full is exactly PIF, paid in full. Payment
12 workstation, PMT is the payment workstation, which is
13 actual just regular payments. REO, of course -- we went
14 over that earlier -- is the back end of the mortgage,
15 post-sale, post-foreclosure. Service is SER, which is
16 customer service notes. TAX is tax.

17 TSK is actual task screen, which shows the
18 inner workings of, like, say a work order that's open.
19 We get a call from customer service, and it says, oh, my
20 gosh, you know my taxes are due. I had an extra --
21 whatever, installment that needed to be paid. And then
22 they open up what's called a task or a work order or a
23 GEM. You'll see that referenced in the notes.

24 So what all these Ys mean right here is every
25 single note, nothing was blocked out because if you were



1 to put a no across there, then that wouldn't pull that
2 particular note. Remember how we said we can separate
3 the particular workstations out to focus in on one
4 particular workstation if we went through in the
5 computer? Because this is a screen print, so I want you
6 to understand that. That's how we have to pull our
7 letter logs. If I went in and said, okay, I don't need
8 any analysis stuff; I don't need any ARM stuff; you
9 know, this isn't an ARM loan, I can put no, no, no, no,
10 no, no, no, yes to customer service, yes to collections.
11 That's just a way to pull it. That's all that means at
12 the top.

13 Q So this -- the Ys don't reflect a status?
14 They just --

15 A The Y means that they were pulled. That means
16 yes. Anything within that realm was pulled. If it was
17 a Y, it was pulled. If it's a no or an N, it's not
18 pulled.

19 Q So the fact that there's a Y after ARM doesn't
20 necessarily mean that it was an adjustable rate loan?

21 A No, ma'am.

22 Q It just means that you --

23 A It just means that we pulled --

24 Q -- checked for that.

25 A -- every single -- yeah, we pulled every



1 single notes log here within that. If it had a no next
2 to it, then that would mean somebody would block out
3 that particular workstation because it wasn't needed,
4 for, say, my own personal reference. It's just a smart
5 system.

6 If I wanted to go and show you -- okay, let's
7 go and look at all the hazard insurance stuff, that's
8 one way to do it. Go in there and hit out no on
9 everything else but hazard so we can focus on just
10 hazard. Or if we wanted to focus on collections, we
11 could go in there and just put Y on collections and no
12 on everything else. It's just a way to separate it.

13 But as you can see, for you benefit, up top
14 here it shows everything's a Y, which means anything
15 within this notes system was pulled for -- to be
16 produced.

17 Q Okay. And I know I talk slowly, but we have
18 to take turns --

19 A Sure.

20 Q -- when we're talking. It makes it a little
21 bit easier for the court reporter.

22 So on this document, I see tran -- and I'm
23 referring to 7 -- Tran 86 to repurchase loan from the --
24 I'm assuming investor into EP -- EPO -- BO.

25 A Correct.



1 Q Not processed by cash department. What's
2 Tran 86?

3 A There's several different trans. Tran 086 is
4 just what's used within what we referred to earlier, if
5 you look here, to the different trans that are within
6 the payment history. Now, the trans can reflect
7 something that's internally done, or it can reflect
8 something that was paid. So the Tran 86 is just a
9 transfer code or tran code that's used, showing that we
10 had to repurchase the loan, just as the note states,
11 from the investor. So basically we had to buy back the
12 loan from the investor.

13 Not processed by cash department means that it
14 wasn't an actual payoff. It wasn't an actual payment.
15 We just had to repurchase. So that's an internal -- 86
16 is an internal tran code. It doesn't really affect the
17 mortgagor or her bottom line or her particular loan
18 amount. It just reflects that that's the tran that was
19 used to repurchase it back from Ginnie Mae. Because
20 Wells Fargo then purchased it from Ginnie Mae.

21 Q Okay. Just so we have everything clear on the
22 record, you just referred to two stacks of document,
23 which have not been made part of the record yet.

24 A Uh-huh.

25 Q Can you identify those one by one in those



1 sets set so we can mark them for the record?

2 A Yes, ma'am. The other set of documents --
3 actually there's only one because they can go hand-in
4 hand -- is the archived payment history and the actual
5 current screen prints of pay history. I don't want to
6 go by the Bates stamps because I don't know if they're
7 actually accurate. They look to be close.

8 MR. WINSTON: They're showing --

9 THE WITNESS: Yeah, they're -- they're
10 actually -- these are actually concurrent.

11 730 is one of Bates stamps on this particular,
12 and the beginning is 713.

13 MS. DRYSDALE: If they are not consecutively
14 numbered, what we can do is just -- we'll just call
15 them a Composite Exhibit 8.

16 MR. WINSTON: No. The pay history, the active
17 pay history, is consecutively numbered.

18 THE WITNESS: Yes.

19 MR. WINSTON: And the archive pay history
20 is --

21 THE WITNESS: This is the archive history,
22 right.

23 MR. WINSTON: -- consecutively numbered
24 separately --

25 THE WITNESS: Yeah.



1 MS. DRYSDALE: Okay.

2 MR. WINSTON: -- into different groups.

3 MS. DRYSDALE: Well, we'll just put them
4 together as Exhibit 8.

5 THE WITNESS: 8, yes.

6 (Defendants' Composite Exhibit Number 8 was
7 marked for identification.)

8 BY MS. DRYSDALE:

9 Q So the consolidated note log is referring to
10 information contained in the payment history; is that
11 correct?

12 A No. The consolidated notes log is the notes
13 itself. The actual pay history is the actual pay
14 history itself. On Composite 8 that we just marked as
15 an exhibit is all the pay history on Ms. Shaw's loan.
16 Some is current because, of course, it's still in the
17 system, and some is archived because it was older.

18 Q I thought you referred to the stack of
19 documents which we've now marked as 8 when you were
20 described Exhibit 7 or --

21 A I was just explaining the tran codes to you.
22 I just wanted you to be clear on the tran 86. It's just
23 an internal -- call it lingo. It's just basically
24 stating repurchase of the mortgage, and what that might
25 do is it might very well -- let's see if I can look it



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1 up here for you to kind of make it more clear. I'm in
2 Composite 8 now.

3 On 10/30, here on Bates Stamp 714 of Exhibit
4 Composite 8, just so you can find it easier --

5 Q I'm sorry. What number was that?

6 A 714, ma'am.

7 Q Okay.

8 A If you look, it's like the very actual second
9 page of the actual screen print. Do you see the tran
10 here at the top? If you look to the very left-hand side
11 of this document, which is the mortgage loan history or
12 payment history -- here, mine's a little bit bigger. I
13 don't know if it would be easier to read.

14 If you look over here, you'll see type and
15 tran, which is the same as referring to what's in
16 Exhibit D7, the page that we were talking of, Tran 86.
17 If you see here, where we paid 253,627 or how this was
18 principal balance and whatever was paid out, this is an
19 internal tran. It doesn't actually affect the bottom
20 line of the mortgagor, but every comings and goings of
21 the loan is reflected in the payment history. So even
22 though it's a silent, quote/unquote, "transaction," as
23 in no monies are taken out of the particular mortgagor's
24 loan, it's just Wells Fargo as repurchasing, and that's
25 what that 186 tran we're referring to is.



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1 I just want to match it up so just so you
2 understand how that works. This is a silent tran. What
3 I mean by that is that it's shown in the history --

4 Q You're referring to?

5 A 10/30 transaction right here, and it's
6 Tran 186.

7 Q On document that's part of 8 that's marked
8 714?

9 A Yes, ma'am.

10 Q Okay. And you're pointing to the numbers
11 contained on that document?

12 A Yes, ma'am. I'm pointing to the actual tran
13 that's coded 186, which is actually in the very middle
14 of the document, if you look at it, dated 10/30 up top.
15 It says the loan's due for 4/2008, and the tran code
16 right underneath that is 186. It's in the very middle
17 column or the third column over.

18 Q Was this particular -- the 3/26/10, over in
19 the top right-hand corner, is that just the date that
20 this document was generated for purposes of providing
21 them?

22 A They are screen prints as we referenced
23 before, and unfortunately when we have to do screen
24 prints, the date that they're actually printed is
25 usually always at the top.



1 Q Okay. Going back to the consolidated notes
2 log, it provides that the loan was repurchased from the
3 investor into EPBO. What's EPBO?

4 A That I don't know. I can find that out for
5 you, why they used that. Abbreviations, you have to
6 think person to person. They can use different lingo or
7 terms, and I'm not familiar with what the EBO mean.

8 I do know I've seen this loan many times -- or
9 this note -- excuse me -- many times before, and it
10 references the repurchase of the loan, which all show --
11 as I showed you, in Composite 8, matches up to what
12 happened silently in the system.

13 So I know it's a repurchase, but I don't what
14 EBO stands for, but I can find that out for you.

15 Q Can -- can you tell at all by how way it's
16 used in the context of this sentence?

17 A No, ma'am. I don't want to guesstimate on it,
18 not until I understand what they --

19 Q Sure.

20 A -- exactly were trying to mean. And
21 abbreviations, because there's a very short amount of
22 notes logs it can hold in a particular note, we end up
23 with that sometimes.

24 Q Do you know who the investor they're speaking
25 of is?



1 A Loan from the actual investor. And right now,
2 I know that before this transaction on 10/30/2009, the
3 loan was in Ginnie Mae. When the foreclosure was
4 started, the loan was in Ginnie Mae. Wells Fargo was
5 just the servicer. Ginnie Mae was the actual owner,
6 which shows also, as we referred to -- I went over it
7 very diligently earlier on D4, the MERS milestone
8 report. We were repurchasing the loan as of 10/30/2009.
9 That's when Wells Fargo actually became owner. We
10 repurchased it back from Ginnie Mae.

11 So I want to make sure that's clear. I know
12 it's a little confusing on how it changed hands.

13 Q 10/30, two thousand and?

14 A '9, correct. And that references on
15 Exhibit D7 in the notes we just went over, and it also
16 shows, too, on the Bates Stamp 713 of Composite 8 in
17 that middle tran there that we were just talking about.
18 Actually 714 -- excuse me.

19 Q And do you know who the -- Ginnie Mae was the
20 owner?

21 A Correct.

22 Q When I see the term investor, again, I think
23 of trust. No?

24 A No. You really have to kind of separate
25 yourself from that because investor is used in many



1 different ways. Investor does not always mean a trust.
2 It means actual -- in the business of mortgage
3 servicing, investor is a very broad term used for actual
4 owner. The investor can be the same as owner. They
5 just don't type out "owner." They use investor.

6 Q The other term I have question about was
7 repurchase. That provides to me the connotation that
8 the loan had been purchase by Wells Fargo before; is
9 that correct?

10 A I'm sorry. Can you repeat that?

11 Q The term "repurchase" is used in the
12 consolidated note log.

13 A No. That's an industry term. When a loan's
14 in default -- in default for too long or failing,
15 usually the originator -- it used to be back in the
16 day -- would be honored to repurchase the loan back if
17 the loan was basically a flop or the loan was in default
18 or if the went into foreclosure. And repurchase means
19 that they have to repurchase it back from the investor.

20 As we clearly from the MERS milestone report,
21 the loan went from CTX. It went from CTX to WaMu, then
22 from WaMu to Ginnie Mae, then from Ginnie Mae to Wells
23 Fargo as service, and then, of course, you can see here
24 now, it's just a typical lingo -- call it that -- that's
25 used. Repurchase just means that we were made to buy



1 loan. We were servicer as of 12/1/2006, and on
2 10/30/2009, we were -- we purchased the loan back from
3 Ginnie Mae.

4 And that could be because of it being in
5 foreclosure, being in default. The loan doesn't
6 really -- the note here doesn't really state why they --
7 circumstances of what happened and why we needed to
8 repurchase it back or if it was a business decision upon
9 Wells Fargo. I don't know. But we definitely did
10 purchase the loan from Ginnie Mae.

11 Q Was there anything about the terms and
12 conditions of Wells Fargo becoming the servicer of the
13 loan that required Wells Fargo to purchase -- or
14 repurchase the loan if it ever went into default?

15 MR. WINSTON: Object to form.

16 THE WITNESS: Not to my knowledge. I don't
17 know, but I dig into that to find out the reasoning
18 why we repurchased. I don't want to guesstimate
19 upon it. I pretty much went on the facts of the
20 actual servicing records. And I can always dig in
21 to find the reasoning behind it, if there is one.

22 I just know that we were -- we repurchased the
23 loan, whether that was because we wanted to or
24 whether -- because we were made to by Ginnie Mae,
25 I'm not going to speculate on that until I know the



1 true facts, and I can actually dig that out of you
2 if you'd like me to and give that -- produce that
3 to you at a later date when I get back to the
4 office.

5 BY MS. DRYSDALE:

6 Q If you could please produce that, it --

7 A Sure. I don't know what I can produce from
8 it, but I'll try to find out the information for you.

9 MR. WINSTON: I want to say that's outside the
10 scope of the --

11 THE WITNESS: Yeah.

12 MR. WINSTON: But if we can get it, we'll get
13 it.

14 THE WITNESS: Yeah, if we can find out, we'll
15 give you the answer. It's not a big secret.

16 BY MS. DRYSDALE:

17 Q I think it has to do with --

18 A Default.

19 Q -- the transfer of the loan. I mean, do I
20 understand the transfer was made from Ginnie Mae to
21 Wells Fargo?

22 A The transferring of servicing rights was done
23 on 12/1/2006.

24 Q Correct.

25 A The last payment made on this loan was 2/29 of



1 2008. It was around \$1623 -- that's guesstimating out
2 of my head. Okay? That made the loan -- that made
3 3/1's payment, 3/1 of 2008. The loan was then
4 contractually due and has been due for 4/1/2008. From
5 4/1/2008, a notice of default or notice of
6 acceleration -- there's different -- everybody calls it
7 something different. The acceleration notice went out,
8 and that went out on actually 5/1 of 2008.

9 On 5/1 of 2008 -- we worked diligently with
10 this mortgagor from 4/14 until 5/1 of 2010, trying to
11 find some kind of loss mitigation option for her. I
12 researched the notes thoroughly to make sure of that
13 that's definitely one of my areas of expertise, to
14 understand what goes in review, especially for a Ginnie
15 Mae or a VA loan.

16 Particularly, too, I want to point out to you,
17 just so your understand, that the foreclosure, when it
18 was started, Wells Fargo didn't own the particular note
19 and mortgage, was not the actual owner at that time or
20 the investor as they refer to it also here in the notes.
21 Wells Fargo was just servicer only and acting as
22 servicer for Ginnie Mae. So then when this came about
23 on the date that we're talking about, 10/30/2009, Wells
24 Fargo actually repurchased the loan back. The
25 foreclosure had already been started beforehand.



1 I think the foreclosure, if I'm -- and I'm
2 recalling this out of memory now, so I want you to make
3 sure you understand that, so I might be a little bit off
4 on my dates. But 10/1 of 2008, I believe, somewhere on
5 or about, is when the foreclosure was somehow started,
6 the first action. Now, it didn't really move forward
7 very readily because, of course, then we got, you know,
8 the different complaints and stuff back --

9 Q Sure.

10 A -- which we've been working on the litigation.
11 But, yeah, that's the dates in my head that I know of
12 from looking at the loan thoroughly backwards, forward
13 to see, you know, possibly the claims and what happened.

14 But we were not the owner of the loan when the
15 initial foreclosure reaction -- or action -- excuse
16 me -- was filed. I just to make sure that's clear. I
17 want to make sure that that's on record.

18 Q Okay. And Ginnie Mae was the owner at that
19 time?

20 A Yes, ma'am. They were. We were acting on
21 behalf of them as servicer.

22 MR. WINSTON: So I guess your issue that you
23 want the documents showing, it's -- Wells Fargo
24 right now in the case is wearing a bit of a
25 different hat --



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1 THE WITNESS: Yeah.

2 MR. WINSTON: Before it was foreclosing --

3 THE WITNESS: In the name of.

4 MR. WINSTON: Owning and holding for the
5 benefit of Ginnie Mae.

6 THE WITNESS: Right.

7 MR. WINSTON: Now because it's been forced to
8 repurchase, it's in its own right. So we'll see
9 what we can get on the reasoning for the
10 repurchase. I don't know that it matters, but
11 we'll see if we can get it.

12 THE WITNESS: Yeah. We can -- I'll try to
13 find you the answer as best I can. I will
14 definitely diligently search for that for you. I
15 have no problem with that.

16 MS. DRYSDALE: Okay.

17 THE WITNESS: And it could be several
18 different reasons. You never know. In the
19 business I've known for 18 years, you never know
20 what the reasoning behind it can be.

21 BY MS. DRYSDALE:

22 Q Do you know what consideration was paid by
23 Wells Fargo when it purchased?

24 A I think on Composite 8 --

25 Q And as I understand it, the date it was



1 purchased was 10/30/09?

2 A Yes. And the note matches up to that, what we
3 just went through. And if you look here, it looks like
4 253,627.58, and the principal shows that and what the
5 advance was.

6 Q And when -- when you say you're looking here,
7 you're looking at Document --

8 A Document Composite 8, as I just referred to
9 before, on Bates Stamp 714, at that same area we just
10 left off at, the tran dated 10/30/2009 and the payment
11 history or the mortgage loan history that's referred to
12 up top.

13 Q Okay.

14 A And it shows you the amounts right there
15 clearly. So the document kind of speaks for itself on
16 the amounts and what was actually owing on the loan.

17 And that was a silent transfer, so that
18 doesn't mean it affected the mortgagor's loan history.
19 I don't want you to get confused on that. That just
20 shows us, for our benefit, as business records that
21 that's what we had to pay out of our pocket. It didn't
22 come out of the mortgagor's loan; it came out of Wells
23 Fargo's pocket to repurchase. And they became owner,
24 just like you would repurchase it on any other level.

25 Q You used the term "silent" -- what was the



1 phrase? Silent --

2 A Silent transaction --

3 Q Yes.

4 A -- which I don't want you to get confused
5 because this actual pay history shows -- like, for
6 example, the one very next to that shows a 312 tran,
7 which was taxes. That was actually taken out of the
8 mortgage's escrow and paid, whereas this 186 is a quiet
9 tran. It just shows as a benefit on the mortgage pay
10 history, but it actually isn't exchanging money out of
11 the mortgagor's loan. I just want to make sure that
12 you're aware of that, that that means it's kind of like
13 a -- I don't want to call it -- that's my terminology
14 for it, a quiet transaction. It's not actually taking
15 the bottom line of any of this mortgage's monies out of
16 her particular loan. It's just showing where Wells
17 Fargo paid consideration to own the loan after that to
18 repurchase it.

19 Q How do I know looking at this that it's a
20 silent transaction?

21 A Because you can see the 253,627.58 on the 186
22 tran, and if you look over here, the principal balance
23 is still the same.

24 Q You're going a little fast for me?

25 A Right. Sorry. I read these every day



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1 backwards, forwards, in my sleep.

2 If you look here, the principal balance
3 remains the same.

4 Q You're pointing to the second row on --

5 A The same trans we've working on, right.

6 Q -- on Document 714?

7 A Yes.

8 Q Okay. I'm with you.

9 A And you can see the transaction as we just
10 went over before. Of the 253, that shows what was paid,
11 the principal balance is 231,258.91. And I'm reading
12 upside-down, so I want to make sure if I mess up that
13 I'm not dyslexic. And if you look here, 11/13 tran,
14 that principal balance still holds true. Do you see
15 that? I just want to make sure you understand that.

16 It still holds true all the way through the
17 document, so it means nothing really changed within the
18 mortgagor's numbers. It just shows for Wells Fargo and
19 how much they paid.

20 Q So there's not a code or anything that's used;
21 you just --

22 A 186 is what that code is.

23 Q Oh, so the silent is 186?

24 A It's internal. It's internal workings. How
25 about we call it that instead? Internal transactions



1 that really don't affect the mortgagor's bottom line.
2 It just affects how much Wells Fargo paid. I want to
3 make sure that's understanding [sic].

4 Q Okay. So as I understand it -- and we're
5 moving back to D6 -- are those the letters?

6 A Yes, ma'am.

7 Q Wells Fargo had the all of the documents
8 relating to the fact that this was a VA loan at the time
9 it took over the servicing rights in December of '06; is
10 that correct?

11 A Yes.

12 MR. WINSTON: Object to form.

13 BY MS. DRYSDALE:

14 Q Okay. And we have here a list of -- of the
15 letters that were sent to Ms. Shaw; is that correct?

16 A Yes, ma'am.

17 Q On -- and I'm referring to the index, which is
18 535. Which of these letters relate specifically to a
19 servicer's -- in this case, Wells Fargo's obligation
20 that were created because this is a VA loan?

21 MR. WINSTON: Object to form. The witness is
22 a fact witness, not here to testify about
23 understanding of VA requirements.

24 BY MS. DRYSDALE:

25 Q Okay. Let me ask it a different way. Is



1 there a special set of letters that the system sends out
2 if the loan is a VA loan?

3 A Well, of course. There's special sets of
4 letters for any -- we'll call it investor. Separate
5 that from trust now. I just want to make sure I clarify
6 that.

7 In any particular case that might be required,
8 of course, like, HUD might be different from, say,
9 Ginnie Mae. Ginnie Mae might be different from Freddie
10 Mac. There's several different ones.

11 So whatever was particularly required upon us
12 as servicer, as in Wells Fargo, for Ginnie Mae, then we
13 would require and send all of the necessary letters or
14 notices that were required by Ginnie Mae or the VA,
15 whichever way you want to refer to it as, that were
16 supposed to be sent on behalf of Ginnie Mae, as in us,
17 the servicer.

18 So basically, yes, we would send out anything
19 that would be required for our servicing obligations to
20 this particular loan. So we did service this on
21 12/1/2006, and it was still a Ginnie Mae loan at that
22 time when we took it over for servicing.

23 Q So my question is: Can you identify which
24 letters in D6 are letters that are sent specifically to
25 individuals who have VA loans?



1 A Particular letter by letter by letter, there's
2 thousands of letters and to know which ones actually
3 would be VA and which ones would be normal servicing,
4 you know, just how we service everybody, kind of like in
5 the same respect, I wouldn't be able to pinpoint all of
6 them. But I'm sure if you refer back to the VA
7 guidelines and review them and to see what notices are
8 supposed to be sent and match it up here to this
9 particular letter long, that might make sense to you as
10 in what was required.

11 And I'm sure an outreach of, you know, loss
12 mitigation efforts and what we have available, just like
13 any loan. So we send that on every loan now, too, so I
14 don't want to get confused on what was VA-required and
15 try to separate them in my head because you have to
16 understand that I do numerous, numerous investors, not
17 just VA or Ginnie Mae, not just Freddie, not just, you
18 know, HUD. I also do different servicing for different
19 banks, too.

20 So I encumber all of the them, so to try to
21 remember the list in my head of each individual one, I
22 cannot personally do that. That's not something that I
23 can recall.

24 Q Let me ask the question this way then. Is
25 there a different set of letters sent to folks who have



1 a VA loan once they go into default as opposed to a
2 conventional -- folks who have a conventional loan?

3 A Yes, ma'am. Like I stated earlier, different
4 investors have different requirements on how they want
5 the loan to be serviced. And, of course, VA or Ginnie
6 Mae would be one of them. And, yes, there would be
7 particular letters that are sent that are required by
8 the VA. And the letter log reflects every single letter
9 here that we can see on PL05 that was sent to them.
10 Example, the financial worksheet. You know, smart
11 requests for a workout considering. I'm just reading
12 the letter log from you [sic] from D, Exhibit D6, is
13 what this particular document we were referring to.

14 Q Okay. If you could refer to the dates.

15 A Uh-huh. It looks like anywhere from 1/10/2008
16 on this particular one. Actually, this goes all the way
17 up to 12/28/06. And it shows, like, flood, you know,
18 insurance disputes only. It shows everything on here.
19 There's numerous letters here. It's not just loss
20 mitigation. It's anything from tax information request
21 to hazard insurance request to anything you can imagine.
22 If you look down -- this letter log pretty much speaks
23 for itself and titles the letters pretty clearly. I
24 mean, if there's one here that particularly doesn't make
25 sense, I'd more than willing to possibly explain to you



1 what that possible letter was.

2 Q Well --

3 A For example, 10/21 -- sorry. Didn't mean to
4 cut you off. 10/21/2008, it says right here clearly, VA
5 disaster disclosure.

6 Q So that's not necessarily a loss mitigation
7 letter?

8 A We can -- hopefully maybe it's within here,
9 and we can look at it real quick.

10 MR. WINSTON: Which one is that?

11 MS. DRYSDALE: 10/21.

12 THE WITNESS: Yeah.

13 MR. WINSTON: Bates Number 577.

14 THE WITNESS: Thank you.

15 And the letter really speaks for itself.

16 BY MS. DRYSDALE:

17 Q I'm taking a look at 577.

18 A Uh-huh.

19 Q If you could take a look at it, as well, is
20 this a letter that was sent to Ms. Shaw because she was
21 behind in her mortgage payments or because of a certain
22 event that happened, a natural -- a hurricane or
23 something?

24 A Yeah. I don't know if exactly it was a
25 hurricane or not, but I'm sure, being in Florida, I



1 could guarantee it probably was hurricane, but we won't
2 speculate.

3 But the letter dated October 20th, 2008, is
4 clearly another letter. And it's driven -- as I was
5 trying to point out, that's it driven to be a VA letter,
6 not necessarily for loss mitigation. But it shows here
7 that, you know -- it's basically stating that if you
8 were affected by this, please call, you know, customer
9 service, emergency disaster relief. And it also refers
10 to here about the VA loan guarantee benefits, a bulletin
11 blah-blah-blah, distributed by the Department of Veteran
12 Affairs to provide information during major disasters.

13 So this is just an example. You were asking
14 on VA if particular letters were sent, and, yes, you can
15 clearly see from this particular one here, this is
16 definitely a VA loan -- letter that was sent. This
17 wouldn't be sent to a conventional customer. It would,
18 you know, be a different letter. This is a particular
19 VA letter, even though it is a disaster letter.

20 There's also, too, different letters within
21 here that state -- and if you want to pull up a
22 particular letter and ask me a question for that, I
23 mean, that's fine. But knowing the particular letters
24 off the top of my head, that's impossible to keep,
25 imagining and how many letters could be particularly



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1 zoned in just for the VA or just for the HUD, that, you
2 know -- and recalling every single one off the top of my
3 head and when they come into play or not, each
4 individual loan is different.

5 Q Well, if you want to take a second and look at
6 stack of letters that are contained in D6 and let me
7 know if you identify a letter in here that was sent to
8 Ms. Shaw that notified her of her specific rights as a
9 VA loan borrower.

10 MR. WINSTON: Object to form.

11 You can clarify what specific rights you're
12 asking her to look for.

13 MS. DRYSDALE: Okay.

14 THE WITNESS: Yeah, because that's like a
15 given open box there.

16 MS. DRYSDALE: Okay.

17 BY MS. DRYSDALE:

18 Q Okay. I'm showing you a document provided to
19 me by your attorney. Do you recognize that document?

20 A Yes, ma'am.

21 MS. DRYSDALE: Okay. Let's mark that as
22 Defendants' 9.

23 (Defendants' Exhibit Number 9 was marked for
24 identification.)

25 BY MS. DRYSDALE:



1 Q Do you understand this document to be a
2 document that was provided to the Shaws?

3 MR. WINSTON: Object to form.

4 THE WITNESS: This is just a notice showing
5 what rights basically and explaining the actual
6 what is a VA-guaranteed loan, informational
7 purposes.

8 BY MS. DRYSDALE:

9 Q It was provided to me by your attorney.

10 A Right.

11 Q Is it something that was provided to the Shaws
12 as well as provided to me?

13 MR. WINSTON: I want to make clear the
14 objection that we had to the duces tecum request,
15 which is the request asked, in advance of the
16 deposition for us to provide all documents which
17 our witness would be relying on at the deposition
18 since we had no idea what questions would be asked
19 and therefore could not determine what would be
20 relied on at the deposition.

21 We produced the entire loan origination file.
22 We produced the entire pay history. We produced
23 the entire loan notes. We produced all the letters
24 that we had, regardless of whether they were Wells
25 Fargo documents or not Wells Fargo documents and



1 regardless of whether our witness would be able to
2 testify about them or authenticate them.

3 MS. DRYSDALE: I think just for clarification
4 purposes in this, we --

5 THE WITNESS: This has nothing to do with
6 Wells, though.

7 MS. DRYSDALE: I clarified that what we were
8 seeking were any documents that were going to be
9 used at any hearing on summary judgment or at
10 trial.

11 MR. WINSTON: Yeah. And in good faith, we
12 tried to produce basically a larger scope of
13 documents than we would ordinarily produce just to
14 allow the deposition to go forward. But with that
15 in mind, if you have a question about what you've
16 marked as Exhibit 9, please do go forward.

17 MS. DRYSDALE: Okay.

18 BY MS. DRYSDALE:

19 Q If you'll take a look at Exhibit 9.

20 THE WITNESS: I know what it is.

21 But this doesn't have anything to do with loss
22 mit. That's why you're kind of confusing me here,
23 so I'm trying to understand.

24 BY MS. DRYSDALE:

25 Q Okay. If you'll let me ask the question,



1 maybe it will --

2 A Sure.

3 Q -- it will be a little more clear.

4 A Please do.

5 Q Okay. If you look at the set -- second
6 heading, "VA loans offer the following important
7 features" --

8 A Correct.

9 Q -- and then if you look down at the very
10 bottom, it says "VA assistance to veteran borrowers in
11 default due to temporary financial difficulty." Does
12 that -- do you see that as relating to loss mitigation?

13 A It can and it cannot. VA assistance to
14 veteran borrowers in default due to temporary financial
15 difficulty. And what that says to me in this disclosure
16 is is that there may be options. Just like any other
17 particular loan, not only just the VA, there's several
18 options when people go into a temporary financial
19 difficulty.

20 I hate to say this, but of the review of my
21 [sic] loan for Ms. Shaw, her situation really doesn't
22 apply in the sense of the temporary financial difficulty
23 because her situation's kind of permanent with the death
24 of her spouse, which was an unfortunate circumstance.

25 So that's where I'm a little confused, and I



1 apologize if I'm not making sense of the two to two.
2 But the actual ability to do loss mitigation with
3 Ms. Shaw, absolutely, we do that within the VA terms and
4 guidelines. As in what this particular disclosure
5 means, it's really a different circumstance, and being
6 in the business, I would consider this to be an
7 understanding to a mortgagor that if they have a
8 temporary situation, then they can call. Maybe there's
9 some help, like a temporary forbearance or something of
10 that effect.

11 But this does not really clue into the actual
12 loss mitigation. This could be something early. This
13 could be something as early as a collections repayment
14 plan in the early default of 30 days down. So that's a
15 little bit misleading for me to testify that this means
16 loss mitigation help because that's really not what this
17 particular says [sic]. It just says temporary financial
18 difficulty. It's not really talking about loss mit.

19 We know that loss mit can encumber something
20 that's permanent financial difficulty -- okay? -- or
21 changes within somebody's life, whether it be complete
22 loss of their job and they can't get another one, or
23 they're disabled and they can't get another one. So I
24 don't want that to be misleading because it doesn't
25 really state anything about loss mit. It's stating that



1 there be things available for a temporary one. It
2 doesn't say for permanent. It's two totally different
3 things.

4 Q Okay. So you're saying this doesn't apply
5 based upon your opinion that Ms. Shaw's situation was
6 not temporary.

7 A Right. Unfortunately, no, it was a very bad
8 circumstance.

9 Q Sure.

10 A And like I said, my condolences, of course,
11 to -- well, she's not here but to her family, that it
12 was an unfortunate circumstance. But I think this is a
13 little bit twisted in the sense of referring that to
14 meaning an actual loss mit. Because one of the two
15 doesn't really mean the same. This is talking about
16 some other type of temporary relief, not permanent
17 situations, where permanent would be more like a mod.

18 Q Did Wells Fargo send Ms. Shaw a letter
19 notifying her of her right to seek assistance, if indeed
20 her situation was temporary?

21 MR. WINSTON: Object to form.

22 THE WITNESS: I know there was numerous loss
23 mitigation letters that were sent out to Ms. Shaw
24 because we worked actively with her from 4/14/2008
25 until 5 -- I think it was around 5/10/2010,



1 actually. It was two years' worth of loss
2 mitigation efforts, and the letters kind of speak
3 to that, too, of what was sent to her and what we
4 were trying to do.

5 The notes log is your best -- your loss
6 mitigation notes log is your best indicator of
7 showing what took place in the reviews and what we
8 were trying to do for Ms. Shaw.

9 BY MS. DRYSDALE:

10 Q So do we have in this -- so I'm not hearing
11 that there's an introductory letter to Ms. Shaw,
12 contained in D6, notifying of her of her rights as a VA
13 borrower.

14 MR. WINSTON: Object to form.

15 BY MS. DRYSDALE:

16 Q Take your time and look through them, and
17 maybe you can point one out.

18 A Letter dated April 14th, 2008, just gives her
19 some loss mitigation, what's available to her.

20 Q What -- I'm sorry.

21 A Bates Stamp Number 541. Bates Stamp 543 is
22 the same exact letter sent again, and it has some of --
23 from 541 to 54- -- I don't know really where it stops
24 and ends here -- 550. I think these are all the same
25 concurrent letters. Page 2. Bates Stamp 543, Bates



1 Stamp 541, same exact letter, which is dated April 15th.
2 The other letter is dated April 14th.

3 Q Do you know why there would have been a letter
4 sent out two days in a row?

5 A It could be from two different conversations
6 that they had with Ms. Shaw, from one on the 14th and
7 one on the 15th. And every time something's discussed
8 about loss mitigation, of course, we send an
9 informational package of what might be available to the
10 mortgagors.

11 Q So these aren't automatically generated;
12 they're only generated if a borrower calls in?

13 A It depends. It depends on each particular
14 loan. Here it says -- if you read it, it says "Thank
15 you for your interest in our borrower counseling
16 program." This is an outreach letter after a phone
17 call. You can tell that by how it's written at the top.

18 Q Now, is -- this 541 and 542 and the other
19 letters that you've referenced, are these letters sent
20 especially to people who have VA loans, or are these
21 letters sent to everyone?

22 A I don't know if these particular letters are
23 the same because it might be the same requirements for
24 maybe anybody else that might be VA, too, so if the same
25 form letter is required, we might use the same one. I'm



1 not going to speculate upon that to know the exact
2 letters. I do know that if you would refer here to
3 Bates Stamp 551 and 552, this is a letter that states
4 that -- it's done in Spanish and in English. And it
5 says: "This letter is to notify you of your
6 availability of home ownership counseling, any rights
7 you and your dependents might have under Civil Service
8 Members Relief Act."

9 This is a disclosure notice to her, also. You
10 can read that. The document speaks for itself.

11 I got these out of order here. There's so
12 many.

13 Q And these are all documents in D6 that you're
14 referring to?

15 A Yes, ma'am, these are all within the D6, which
16 is letter log.

17 THE WITNESS: Which is on D52, that's correct,
18 which refers to the VA here, also, too, on D52.

19 And that's another call-out.

20 This is a ZCS notice, giving her options to
21 call an outside third-party, credit counseling.

22 MR. WINSTON: What's the Bates number?

23 THE WITNESS: Bates Number 575. This whole
24 package is really all a lot of loss mit the whole
25 way through, and then -- and this, also, too, is



1 the other FEMA letter that we talked about. We
2 already discussed with the VA, showing the VA,
3 different stuff.

4 BY MS. DRYSDALE:

5 Q Which letter were you just referring to?

6 A The one we already went over, 577's also the
7 one -- this whole entire package -- I'm not trying to be
8 difficult here, but honestly, this whole entire package
9 is loss mitigation letters and everything sent that was
10 actively trying to work with Ms. Shaw. I mean, it's
11 really -- the letters, not to be plainly, but they speak
12 for themselves, and every single one -- and to be able
13 to match up which ones are actually required by VA, if
14 you want to translate, I mean, the VA guidelines and
15 look through the letter log and see, and if there's one
16 that you particularly don't see that you want us to
17 produce or we don't have it here, then we can try to see
18 if we can find that. But every single one here would be
19 written within what was required for a VA loan because
20 that's how -- our job as servicer. Now even owner,
21 we're still required to do that.

22 So all these loans are just standard typical
23 loans that would have been sent on the particular VA
24 loan.

25 Q The letters?



1 A Yes, all of them, which would be from --
2 informational from when she called in.

3 I mean, Client 936, just to give you a little
4 heads up here on our letters, which you'll see here,
5 too -- I want to categorize this for you -- this is
6 always usually used for all our VA loans. Most of our
7 VA loans are under this particular client. So these are
8 all of what's used. So everything that's driven within
9 the Shaw loan is driven within the VA guidelines.

10 Everything that would be driven, for example,
11 the Smith loan -- say they were a HUD -- would be within
12 the HUD guidelines. Does that make sense?

13 Q Uh-huh.

14 A So we service them particularly by each one.
15 It just says "Client 936."

16 Q Which number is that, which Bates stamp?

17 A They're on all of them, ma'am. It's 579 for
18 particular. We'll just give that to you. I'm just
19 showing you for an example so you can understand.

20 So they're all driven within a VA loan. A HUD
21 loan would be produced within a HUD loan notice, has
22 everything that's generated and set up to house what's
23 required by the VA, everything that's generated and
24 housed, what's required by the HUD counseling notices.

25 Q Okay.



1 A Does that make sense?

2 Q Uh-huh.

3 A So to try to do break them down picture by
4 picture, I can work within a workstation and clarify
5 what was going out. But still, if you go through all
6 the letters and there's any questions at all -- like I
7 said, I'm trying to be as helpful as I can. I know it
8 can be confusing and -- on your side. Please don't
9 fail, you know, to reach out and ask Michael, and
10 Michael can always get with me, and we can always, you
11 know, try to clarify something for you. I don't want to
12 waste your time all day trying to go over each
13 individual letter. And they're kind of reprinted, too.
14 They're not in their original format. These are
15 archived, so it's kind of hard to match them up to see
16 what went from where.

17 Q Just out of curiosity, you were looking at the
18 October 14 letter. I don't have the Bates stamp in
19 front of me, but you said that that was in response to a
20 call. Would we be able to look --

21 MR. WINSTON: April 14th?

22 THE WITNESS: Yes, she would be able to match
23 them to the notes log.

24 MS. DRYSDALE: Yeah.

25 THE WITNESS: I don't mean to step ahead of



1 you, but, yes, that would be something you could
2 match up.

3 BY MS. DRYSDALE:

4 Q Okay. And are the notes logs, that's
5 something we've --

6 A Yeah, on some of them. 2008, I think, we're
7 missing.

8 MR. WINSTON: That date --

9 THE WITNESS: Little bit of -- we have that.

10 MR. WINSTON: That could be a date that --

11 THE WITNESS: Oh, wait.

12 MR. WINSTON: -- we were gapping, that --

13 THE WITNESS: Yeah. But we do have them. We
14 found them.

15 MS. DRYSDALE: Can we -- you want to go off
16 the record for just a moment?

17 (Off-the-record discussion.)

18 MS. DRYSDALE: All right. So we'll put that
19 aside for just a moment.

20 MR. WINSTON: Which date are we on? It might
21 be here.

22 MS. DRYSDALE: April 14.

23 MR. WINSTON: Yeah, I think they start
24 May 13th.

25 THE WITNESS: I think they do.



1 MR. WINSTON: That was the gap.

2 BY MS. DRYSDALE:

3 Q And you're looking at, just for purposes of
4 the record, what document?

5 A D7. I was just scanning through real quick
6 just to see if I can find it, but these are collection
7 logs.

8 Yeah, they would match up there. That's
9 exactly how I was trying to point out to you so that you
10 can match one up to the other to make sense of...

11 Q So I should be able to look through D7 and
12 find --

13 A Yes. If you want to match up the dates or
14 what we have actually that finally found, which was
15 archived, that we're getting ready to give to you, you
16 can match up the two and see a clear picture from there.
17 It should be there.

18 And like I stated, if you have any
19 questions -- I know it can be a little confusing --
20 please don't hesitate to ask Michael, and he can
21 possible direct it out to you, too.

22 But just for giggles here -- that's what we're
23 missing it looks like, 5/13.

24 MR. WINSTON: Like I said, I think there's a
25 gap where they start at 5/13.



1 THE WITNESS: Yeah, because I have it 7/3
2 here.

3 MR. WINSTON: We go all through all '07, and
4 then they start up again at 5/13.

5 MS. DRYSDALE: So there's a gap between --

6 MR. WINSTON: I don't know the exact gap, but
7 I think we have through the end of 2007, and then
8 we have a gap until 5/13/08, and I think I have
9 those right here.

10 MS. DRYSDALE: 5/13/08.

11 THE WITNESS: Yeah. 5/13/08's a loss
12 mitigation log, which might be helpful for you just
13 to kind of zone in on that because that's what
14 those letters would be generated from, that or the
15 collections log. Yeah.

16 And the letter clearly states it. If you read
17 the actual form of the letter, it says it straight
18 out that, you know, your request for counseling
19 services or your call or our call to them, their
20 interest, yada-yada. It's pretty self-explanatory
21 how the letters are written.

22 Like this one here, just to give you an
23 example, Bates Stamp 558, dated July 9th, 2008, I
24 might be able to match this one. And I'm just
25 going to read it real plainly from the top here,



1 just says --

2 BY MS. DRYSDALE:

3 Q What Bates was that? I'm sorry.

4 A 558.

5 And it says: "Thank you for your interest in
6 our borrower counseling program. By expressing your
7 interest to work with us, you have taken the first step
8 in resolving your current situation. Once we receive
9 some documents requested from you, we can begin the
10 process of the application, and some of the options that
11 might be available to you include" -- and it gives them
12 a disclosure of what's available and what they might
13 qualify for, what they can apply for.

14 So the that's same exact letter that you're
15 looking at from prior. I just want to make you
16 understand this was sent several times over. At any
17 time we review a loan, whether it be us calling out and
18 talking to Ms. Shaw or Ms. Shaw calling in -- I just
19 want to make sure it's clarified -- it will match up to
20 the system of when it's notified. And this happened
21 over and over again, so I'm sure that you're bound to
22 find one that would match up to that.

23 And this here, which is 10/8 -- wait a minute.
24 9/8. This is July. Right here. It's got to be in
25 here.



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1 Here you go. Here's an example. This letter
2 log here -- actually I don't think this was actually
3 possibly stamped as anything, but I'm just going to give
4 you the Bates stamp, 608, which is loss mitigation
5 notes. It's the same thing, just separated down. If I
6 hand this to you right here -- you don't have it on that
7 one. I'll just hand you this one. It's over here -- I
8 don't know where it would be in your particular one --
9 7/9/2008.

10 Q Now, where are you pulling this document from?

11 A This was just over here with the consolidate
12 notes logs, but I don't think they got Bates-stamped in
13 the confusion of separating them down.

14 Q But it's contained in Composite Exhibit 7; is
15 that correct?

16 MR. WINSTON: Everything's Bates-stamped.

17 THE WITNESS: No. I think -- yes, it might
18 be.

19 It might be within that, yes, because this
20 would be D, yes. Yes, ma'am.

21 BY MS. DRYSDALE:

22 Q Well, let's try to keep all of the composites
23 together so it -- for purposes of the record and to
24 make --

25 A I think it encumbered it, but I don't think it



1 particularly was, but that's just -- Bates Stamp 608, if
2 you look at the date there, 7/9/2008, do you see the
3 early resolution?

4 Q So you've taken -- the document that you just
5 handed me, that document was not taken out of any of the
6 documents we've previously marked?

7 A No, it was set aside on this particular one.

8 Q Okay. So --

9 A But it should go with D7. This is still D7.
10 It's still notes. It's still consolidated notes log.
11 It should be D7. It just wasn't done.

12 Q We'll just create a different number for it --

13 A That's fine.

14 Q -- just for purposes of clarity. And
15 maybe just -- if you want to stack everything together,
16 just so we make sure that nothing --

17 A No. I know where it's at. I got it.

18 Q And you've just handed me Bates 608 and
19 Bates 558. And 558 is a part of D6, correct?

20 A Correct. It's D7, actually -- or 558 --
21 excuse me -- that's the letter, correct? I'm not
22 looking.

23 Q Yes?

24 A Yes, yes. That's a part of D6, and D7 would
25 be the consolidated notes log where this should belong



1 to that, but you didn't particularly put that in the
2 beginning, but they all go together.

3 Q Okay.

4 A I just want to make sure I clarify that.

5 MS. DRYSDALE: So we'll mark the consolidated
6 note log as D10, Bates 608, that corresponds to the
7 July 9, 2008, letter.

8 (Defendants' Exhibit Number 10 was marked for
9 identification.)

10 THE WITNESS: Yes. And that will give you an
11 example of what to look for within the call log.

12 BY MS. DRYSDALE:

13 Q Okay. So what does 608 tell me?

14 A 608 that I'm holding in my hand here states --
15 dated the same date as the letter, which is dated
16 July 9th, 2008, and on the consolidated notes logs here,
17 you can clearly see, as of 7/9 or July 9, 2008, our
18 early resolution pre-qualified liquidation for short
19 sale. And what that means is that this note here shows
20 where they started to begin to speak to the mortgagor.
21 This was one of ways that they can code it. And this
22 letter would have been generated for that. It just
23 gives her an informational purpose. It gives her what's
24 available to her if she would qualify.

25 And these letters are automatically generated.



1 Anytime anybody seeks loss mitigation or is outreached
2 and called them -- you know, or we call them and we talk
3 about loss mitigation, this letter is usually generated.

4 Q So how does that, the letter, part of D6, 558,
5 relate to the document we've just marked as 10, 608?

6 A Clearly speaking --

7 (Brief interruption by the reporter.)

8 (Off-the-record discussion.)

9 MR. WINSTON: I have now on my screen --

10 THE WITNESS: This is getting, like,
11 outrageous, looks crazy because I don't know if I'm
12 not speaking clearly or not or you're just not
13 understanding. I don't which way we're going on
14 here.

15 But clearly, this document I hold in my hand,
16 608, Exhibit D10, is the call log notes. Anything
17 that goes on in the loan will be housed in this
18 note. If you look and match up the dates of what
19 the particular letter you're holding in your hand,
20 it will show you concurrently what was going on.

21 Early resolution, just so you understand in
22 the future when you read it --

23 BY MS. DRYSDALE:

24 Q Well, if --

25 A Let me finish, please. I'm sorry.



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1 Q Okay.

2 A Early resolution means loss mitigation. It
3 means collections. It means when they call out and they
4 take the borrower's financial information. At any time
5 they do that -- just so understand when the letters are
6 generated -- that's when this particular letter that
7 we're referring to here, which is Bates Stamp 558, is
8 generated.

9 So there's no -- that's the understanding of
10 how the two go together. So if you want to match up the
11 dates of the letters and you want to match up
12 consolidated notes log, that's how it makes it
13 different, to show you an understanding of what was
14 going on this particular loan. The letter speaks for
15 itself of what was sent to Ms. Shaw. The consolidated
16 notes log show what was taking place behind the scenes
17 at Wells Fargo.

18 Q Okay. Thank you.

19 I just had some questions that I wanted to ask
20 about 608.

21 MS. DRYSDALE: Do you need take a break?

22 THE WITNESS: Huh-uh. I have a headache. I'm
23 good. Go ahead.

24 MR. WINSTON: If we can break for one sec.

25 MS. DRYSDALE: Sure.



1 MR. WINSTON: Just go off the record.

2 (Off-the-record discussion.)

3 (Brief recess.)

4 MR. WINSTON: Back on the record.

5 I have just provided -- in reviewing the
6 customer notes log a few days ago, I noted there
7 was a gap for -- that went up to May 13th of '08,
8 from end of '07 through '08. Just received late
9 last night and just managed to print out the notes
10 log starting January 4th, 2008, going through
11 May 13, 2008, and have provided that to opposing
12 counsel. And I apologize for the delay in getting
13 that to her.

14 BY MS. DRYSDALE:

15 Q Okay. You've just reviewed the documents that
16 your attorney described for the record. Do you
17 recognize these documents?

18 A Yes, ma'am, I do. These are the notes log
19 that we were referring to that were missing between the
20 gap of what was stamped -- I just want to make sure I
21 get this right here -- which was stamped D7.

22 MS. DRYSDALE: Okay. Let's mark that as D11.

23 (Defendants' Exhibit Number 11 was marked for
24 identification.)

25 BY MS. DRYSDALE:



1 Q Okay. Based on -- I'm trying to look through
2 these, and I'm afraid I don't understand some of the
3 abbreviations that are used. So let's talk specifically
4 about the days just prior to the April 14 and April 15
5 letters going out. Can you describe in English, based
6 on these notes, what happened just prior to those
7 letters going which would have led to those letters
8 being sent?

9 A You're referring to a date -- just want to
10 make sure I understand -- 4/14/2008.

11 Q Well, it could be --

12 MR. WINSTON: Just to help a little bit --

13 MS. DRYSDALE: -- 4/13.

14 MR. WINSTON: Just to frustrate me, they --
15 these go in reverse order --

16 THE WITNESS: They always do.

17 MR. WINSTON: -- so the third page is actually
18 the --

19 THE WITNESS: The very first page.

20 MR. WINSTON: -- is the first page.

21 THE WITNESS: That's usually how the histories
22 read just for a benefit of understanding that.

23 BY MS. DRYSDALE:

24 Q I'm looking for the conversation that would
25 have taken place that would have led to the April 14



1 letter, so it may be a conversation on April 14, or it
2 may be the April 11 conversation. But I just -- I don't
3 understand the RFDs and BR --

4 A Reason for default.

5 Q I'm sorry?

6 A Reason for default.

7 Q Reason for default. Okay.

8 So can you tell me which of the conversations
9 led to the creation of and mailing of the April 14
10 letter?

11 A Just to understand, too, just to clarify for
12 you, a little bit more confusion to clear up, the 4/14,
13 the whole date, all those letters, even though there's
14 different individual call logs entered in -- okay? Do
15 you see how it's the same person, "ISI," just that code
16 there? That was all one phone call.

17 Q So the third column is an identifier for the
18 individual who was on the call?

19 A Yes, ma'am. And if you see here, the letter's
20 dated 4/14, if you see the LET, the date's dated
21 4/14/2008, right next to it, it says ISI generated that
22 LM114 letter that you're referring to. And if you look,
23 it should match up --

24 THE WITNESS: You can find it for me real
25 quick -- to the letter log. Yeah, that's the best



1 way to do it.

2 BY MS. DRYSDALE:

3 Q So would that LL -- LM 114, that will be
4 contained somewhere in the letter log?

5 A Yes, ma'am. It matches up exactly.

6 Q So I should be able to -- when I see in the
7 middle of these columns an occasional BI030 or DF100,
8 that relates to a specific letter?

9 A Normally, yes. If you can look up to the
10 letter log, it usually will match up to what that LM,
11 which is loss mit, in the different codes. But yes, if
12 you look, usually it will match up to there in the
13 notes.

14 And like I stated, there's a lots of notes
15 here that are definitely -- you can read through them.
16 They're pretty self-explanatory for the most part with
17 the exception of some of the abbreviations, as you
18 stated earlier. But if you look through them, anything
19 that comes to mind that, you know, you don't quite
20 understand a particular one, you can either point it out
21 to me know, or you can always ask Michael, too, and if
22 you're going to review them later, we have no problem
23 with explaining to you what they particularly mean.

24 Q So just back to well -- strike that.

25 Let me move on to a letter that was provided



1 to me by your attorney and ask you if you recognize this
2 letter.

3 A Yes, ma'am, I do.

4 Q Is this a letter that would have come to you
5 or someone in your department?

6 A This was a letter that was faxed over to us
7 from Ms. Shaw. The fax beginning -- the very beginning
8 page here that's Bates-stamped 16 shows attention to
9 loss mitigation and it says from Callie Shaw.

10 MS. DRYSDALE: If we can mark that as
11 Defendants' 12.

12 (Defendants' Exhibit Number 12 was marked for
13 identification.)

14 BY MS. DRYSDALE:

15 Q If you look over on the second page of the
16 fax, she indicates that she was denied -- and she uses
17 an acronym, which she then describes as benefits from
18 the VA that she needed and counted on, and she's still
19 hopeful they will deliver. Are there any notes or
20 indications in the call log or the letters that Wells
21 Fargo ever followed up on her efforts to obtain the
22 benefits she thought she deserved through the VA?

23 MR. WINSTON: Object to form.

24 THE WITNESS: This whole note referencing from
25 4/14 to 4/15 is all within a loss mitigation



1 review. Whether or not they noted it -- I just
2 want to make sure you understand that their reason
3 for default, loss of income due to husband's death.
4 They noted that. That was what was in this
5 particular letter on 4/15.

6 "Mortgagor called, tried to get help, unable
7 to offer any plans after taking financials. May
8 need to do a loan mod or may not be able to afford
9 home any longer."

10 And it gives the total amount due on
11 4/15/2008. Now we know the loan was due and still
12 currently due for 4/1/2008. Okay? And the reason
13 why that is is looking at the financial situation.
14 It's because her deficit was so high. Her
15 income -- her debt-to-income, you know,
16 relationship there that -- the difference between
17 those two -- ratio, I wanted to say -- excuse me --
18 basically states that she did not have the
19 affordability to support the payments. She was
20 basically upside-down or underwater since the death
21 of her husband.

22 Now, what was particularly taken on this note
23 here wouldn't necessarily be all -- the basics
24 would have been put into the review because we have
25 this on file, so if anybody wanted to look back to



1 see what was actually said by the mortgagor, her
2 reason for default, we have an actual copy of it.
3 We don't need to type it verbatim onto the system.

4 We see that she had a curtailment of income
5 from her husband passing away. We went through and
6 ran the numbers. It's clearly stated here that
7 lower because of hours lost, also. This is
8 whatever the conversation's coming out for the
9 4/15, and, of course, this would have been sent
10 later. So this is the actual result of the phone
11 call that probably started on 4/15. So I want to
12 make sure you understand how usually the process
13 works.

14 BY MS. DRYSDALE:

15 Q Sure.

16 A We asked for this. She sent it in. She sent
17 a reason for default letter, which is clearly what the
18 second page of Exhibit D12. She sent in bank
19 statements, which was particularly you can look in the
20 notes and see it was probably asked of her to do so.
21 She blacked out some things, which is fine, to redact.
22 And then also, too, she sent in a list financial
23 information, which was what her monthly bills were. How
24 many people were in the household, how many, you know,
25 possibly had a lien.



1 She wrote this out, handwritten, herself, and
2 this was all received -- faxed into us. Scanned into
3 our FileNet and housed so that we could reference it
4 back when we did the loss mitigation review.

5 Q But my question was: Is there any letter or
6 anything in the call log that would reflect that Wells
7 Fargo followed through with her mentioning in her
8 hardship letter that she was still attempting to get
9 benefits to which she thought she was entitled?

10 MR. WINSTON: Object to form.

11 THE WITNESS: That wouldn't be our
12 responsibility. That would be like -- "as soon as
13 something changes, you know, Ms. Shaw, with your
14 circumstances please let us know."

15 So it's the mortgagor's obligation and
16 burden -- I hate to say that, but that's really
17 what it is -- you know, to call us back and say,
18 "Okay, I went to the VA, and they worked it out."

19 Because we don't get involved, of course, with
20 personal aspects such as the VA and how much
21 they're supposed to be paying her upon the death of
22 her husband. That would not be something Wells
23 Fargo would even be privileged to, would be a part
24 of, so that wouldn't be something that we would
25 necessarily follow up on.



1 Now, we're actively calling the mortgagor
2 every day because they're still in default, saying:
3 "Hi, you know, this is so-and-so from Wells Fargo.
4 You know, we're calling to say that, you know,
5 payment's due, and if there's something we can do
6 to possibly help you."

7 So it wouldn't have been particularly our duty
8 to follow up. It would be the mortgagor to provide
9 that to us once she clarified to see what was going
10 on with the VA to do that.

11 So if her circumstances changed, then, of
12 course, all she had to do was pick up the phone and
13 call in. Because she already knows she's
14 underwater right now from the counseling; you can
15 see from the notes. So it's not Wells Fargo's
16 obligation to call her back to see if her situation
17 changed. We would actively call her every day for
18 collections, but she would also need to interact
19 with us and call us to let us know if something
20 changed in her situation, say, if she won the
21 lottery. We never know. You know what I mean?
22 That's stuff that we wouldn't know.

23 BY MS. DRYSDALE:

24 Q And what department does the -- do -- the
25 documents we've marked as 12, what department do they go



1 to?

2 A Loss mitigation.

3 Q Okay. And is that the DOS you mentioned
4 earlier?

5 A No. That's me. That's default operations
6 support.

7 Q Okay. So there's -- the loss mitigation is a
8 separate department than the DOS?

9 A Yes, ma'am.

10 Q Okay. So the call logs that you provided were
11 from the loss mitigation department rather than your
12 department?

13 A All the departments within Wells Fargo is in
14 the call logs, ma'am, all of them -- hazard insurance,
15 taxes, loss mitigation -- everything.

16 Q So some of the logs --

17 A Collections.

18 Q Some of the entries were logged by your
19 department and some by other departments?

20 A Several departments, all the departments
21 within -- this is the whole total business records of
22 Wells Fargo. It would be every department, anybody that
23 ever touched the loan.

24 Q Okay.

25 A And we don't work within Fidelity usually,



1 so -- we work within a different system for our
2 particular case, which has nothing to do with the
3 servicing of the loan. That's just a different system
4 because it's attorney-client privileged, so -- but this
5 is -- on a particular loan -- everything on this Shaw
6 loan is done within the Fidelity system because that's
7 where it was actually worked from.

8 Q So everything you've provided today is within
9 the Fidelity system --

10 A Mortgage servicing.

11 Q If you can let me finish -- which matches --
12 which happen to match up with Wells -- I mean,
13 Washington Mutual, but you've now referenced a different
14 system. And is that system through which you transfer
15 communications between yourself, meaning Wells Fargo,
16 and your attorneys?

17 A Yeah. That would be a private attorney-client
18 privilege, yes. Yes. So I don't note within the
19 Fidelity system always because that's not a system we
20 work within because that's attorney-client privilege.
21 It's completely different, the litigation, the research.
22 The documents I pull really don't need to be noted.
23 They're just pulled and housed and sent over to Michael,
24 who handles them, producing them to you. Does that make
25 sense?



1 Q Yes, ma'am.

2 A So it's -- we have our -- we can -- I can
3 actively note and change things within the Fidelity
4 system, but our particular workstation for DOS isn't
5 within that. It's totally separate. We get the claims,
6 like you filed. Okay? I know this is confusing you,
7 and I'm sorry.

8 Q No, I'm fine.

9 A We get the claims that your filed -- or the
10 complaints. We review these particular documents, just
11 like you're showing me here. This is what we get.
12 Okay? Then we go through and we say, okay, the claims
13 are such and such and such. We pull the documents.
14 Michael says, "I need this, this, and that," and I
15 produce that to him. That's how we work.

16 I want to make sure you understand that
17 that -- we don't particularly do the actual day-to-day
18 mortgage servicing. So no longer, even in my past, even
19 though I did, I don't want to apply the payments. I
20 don't work the loss mitigation anymore even though I did
21 for four years. That's not a part of my job duties
22 anymore. My job duties is to review, research and to
23 make sure things were done correctly, and that's what
24 exactly -- and pull the documents to provide them. I
25 just want to make sure that I'm clarified on explaining



1 to you what my role is in this. So I don't work for
2 loss mitigation anymore. It's been many years ago.

3 Q Is all of the information contained in the
4 call logs -- or the call notes and the letter log, are
5 those -- is that information inputted by Wells Fargo
6 employees?

7 A Yes, ma'am.

8 Q Okay. The name of the system that you
9 referred to through which you communicate to attorneys,
10 what's the name of the system?

11 A E-mail.

12 Q That's novel.

13 A It's this new thing they call e-mail.

14 Q So those are the documents that you refer --
15 that your attorney -- let me ask your attorney a
16 question.

17 MS. DRYSDALE: Those are the documents that
18 you refer to in your privilege log?

19 MR. WINSTON: No.

20 THE WITNESS: No. They're foreclosure notes.
21 They're totally different.

22 MR. WINSTON: No -- yeah. What we've marked
23 as privileged is within the Fidelity system,
24 there's a subsystem called --

25 THE WITNESS: What's --



1 MR. WINSTON: -- that has the foreclosure
2 system.

3 MS. DRYSDALE: Okay.

4 MR. WINSTON: And so it starts with --
5 anything that starts with FOR --

6 THE WITNESS: Foreclosure.

7 MR. WINSTON: Those -- that's the system by
8 which Wells Fargo communicates with the foreclosure
9 counsel.

10 THE WITNESS: Correct.

11 MR. WINSTON: That's what we've marked as
12 privileged. Occasionally, there's some privileged
13 communications that bleed into the servicing
14 system, for example, or the loss mit system. If,
15 for example, in-house counsel picks up the phone
16 and calls somebody in the loss mitigation
17 department, and we have a conference call with loss
18 mitigation, and then loss mitigation somehow
19 documents something, that would be privileged also
20 because they're communicating with me.

21 MS. DRYSDALE: So you're referring to
22 documents that you've actually produced that you're
23 claiming are privileged?

24 MR. WINSTON: Right, yes. They've been
25 redacted. You'll see if you go through, there



1 are --

2 THE WITNESS: They're just attorney-client,
3 yeah.

4 MR. WINSTON: -- blank spaces where they're
5 attorney-client privileged documents that have been
6 redacted.

7 THE WITNESS: That's just talking back and
8 forth between the attorney and --

9 MR. WINSTON: In terms of communications
10 between myself and Ms. Robinson that happened over
11 the last week through e-mail --

12 MS. DRYSDALE: Sure.

13 MR. WINSTON: -- we did produce those.

14 MS. DRYSDALE: Right.

15 MR. WINSTON: That was the case that I
16 provided to you which said we don't have to produce
17 those. We don't have to log those.

18 THE WITNESS: Yeah, which we don't. That's
19 what I want to make sure you understand, that
20 personally, I haven't had to go into Ms. Shaw's --

21 MR. WINSTON: Right.

22 THE WITNESS: -- loan and put in particular
23 notes.

24 MR. WINSTON: Right.

25 THE WITNESS: Because that's what you were



1 asking of me.

2 MR. WINSTON: So Ms. Robinson, in terms of --
3 was Ms. Robinson or anyone from --

4 THE WITNESS: DOS.

5 MR. WINSTON: -- default servicing dealing
6 with Ms. Shaw in 2008, in May of 2008 --

7 MS. DRYSDALE: Right.

8 MR. WINSTON: Or April? No.

9 THE WITNESS: No. That's what I'm
10 trying to -- yeah. That's what I want to make sure
11 you understand.

12 MR. WINSTON: Default servicing doesn't come
13 into play until the case becomes a litigated
14 matter.

15 THE WITNESS: Yeah, thank you.

16 MS. DRYSDALE: Okay. I understand.

17 THE WITNESS: Good job.

18 MR. WINSTON: And I spoke slowly.

19 BY MS. DRYSDALE:

20 Q Looking at Defendants' 2, back to the
21 complaint, if you will look at the very last page of the
22 exhibit attached to the complaint --

23 A Uh-huh.

24 Q -- we're looking at the assignment of
25 mortgage, and you produced the original of that earlier.



1 When did you first review this document?

2 A Along the lines of the same, of when the
3 complaint came. We already went through that because it
4 was actually attached to the complaint, so I reviewed it
5 at the same time as what we spoke of earlier for
6 Document D2. This is, of course, a copy. This isn't
7 the original as what we have also on hand here today.

8 Q Do -- is this a document that you had any --
9 that you provided any assistance in preparing?

10 A No, ma'am.

11 MR. WINSTON: Can you clarify "you"?

12 THE WITNESS: Yeah. Like me personally, no.
13 Wells Fargo, yes.

14 BY MS. DRYSDALE:

15 Q Okay. So what involvement did Wells Fargo
16 have in the preparation of this document?

17 A This document was actually, looks like,
18 done -- there's two dates actually on here. One is
19 October 1st, 2008, that says this assignment's effective
20 as of October 1st, 2008, and the other one states that
21 this was duly authorized as of the 14th of October,
22 2008.

23 Q Do you know why the effective date of
24 October 1st, 2008, was chosen?

25 A This would be the same time -- I'm assuming



1 just by the research of this document that this was
2 prepared before or around the foreclosure of this
3 particular file. Because we do know that the
4 foreclosure action started somewhere on or about
5 October 1st, 2008.

6 Q So the assignment was -- what was the purchase
7 of the assignment?

8 A That, ma'am, I -- I'm assuming that it takes
9 it from taking it out of MERS, Mortgage Electronic
10 Systems, and placing it into the hands of -- let me make
11 sure that I read this correctly here -- Wells Fargo
12 Bank, N.A., which is referenced up at the top.

13 Q And what significance is the date, the duly
14 authorized date of October 14th, 2008?

15 MR. WINSTON: Object to form.

16 THE WITNESS: I don't know why they were done
17 on different dates. It might have been that it
18 was -- the document was drawn up on the 14th. I
19 can't speculate, as I was not a party to this
20 particular document. It really does speak for
21 itself. And being here, I hate to say it as a fact
22 witness.

23 I mean, the document clearly states the dates
24 and what it was stating, of what it was
25 transferring rights of from MERS to Wells Fargo.



1 And the dates there, why the dates they
2 particularly picked to do -- to sign on the 14th
3 versus the document saying that's it effective, I'm
4 assuming that it means that it was effective as of
5 the 1st, but this document was particularly signed
6 on the 14th.

7 BY MS. DRYSDALE:

8 Q Okay. Do you, as Wells Fargo, know what
9 documents were produced to either Mr. Zahm's office, or
10 Mr. Bales specifically, prior to October 14, 2008?

11 A I know that they -- Zahm's office was actually
12 forecloser -- foreclosure counsel, excuse me, in this
13 particular case, and I'm assuming that it would have
14 been a referral to foreclosure, which is what we would
15 use local counsel, of course, to file on our behalf for
16 foreclosure. So I know that he would have been
17 referencing anything to do with the foreclosure referral
18 package. And, of course, this was a MERS loan, which
19 needed to be transferred out of the name of MERS into
20 the name of Wells Fargo as of 2008.

21 You can't transfer it into the name of Ginnie
22 Mae, even though we're acting on behalf of Ginnie Mae
23 because you cannot foreclose, as we spoke of earlier, in
24 a government entity's name. So that's why it would have
25 been put into the name of Wells Fargo, which would have



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1 been the active duly noted servicer at the time of this
2 date.

3 Q And I think you testified earlier that Wells
4 Fargo did not become the owner until October 30 of -- is
5 it 2008?

6 A 2009.

7 Q 2009. Okay.

8 A Yes, ma'am.

9 Q So what types of documents were contained in
10 the foreclosure loan package?

11 MR. WINSTON: Objection. That's
12 attorney-client privileged.

13 BY MS. DRYSDALE:

14 Q Let me just show you, I think, one other
15 document, and I may be -- I'll review everything, but I
16 think this may be my last line of questioning.

17 A Like I said, anything that you find later on
18 that you need help with, I have no problem giving
19 support.

20 Q Showing you a document. It has Exhibit 7
21 because it's been used before, but we'll ignore that.

22 A That's fine.

23 Q Agreement for signing authority. Is this a
24 document that you, as Ms. Robinson, are familiar with?

25 A Not this particular actual document, no,



1 ma'am. I know that this was done -- this is actually
2 showing Douglas Zahm. Let's see here. Let me read this
3 again just to see.

4 It's a document between MERS, Wells Fargo Home
5 Division, Wells Fargo Bank, N.A., and Douglas Zahm.

6 MS. DRYSDALE: It's Z-a-h-m.

7 Okay. So we'll mark this as 13, Defendants'
8 13.

9 (Defendants' Exhibit Number 13 was marked for
10 identification.)

11 THE WITNESS: Yes, ma'am. This D13 that you
12 handed me, which is titled at the top "Agreement
13 For Signing Authority," it's just exactly what that
14 is. It's an agreement -- we'll call it that, of
15 course, like -- see, it's on the top -- between
16 MERS, MERS Corp, Inc., and MERS Electronic Systems,
17 Inc. -- which is one and the same for the most
18 part -- Wells Fargo Home Mortgage, a division of
19 Wells Fargo Bank, N.A., and then also to Douglas C.
20 Zahm, P.A.

21 And it just gives what the authority is, the
22 delegated authority, to what Wells Fargo is to give
23 to its vendors and to sign on their behalf of MERS,
24 and the document clearly -- I'm not going to sit
25 here and interpret it. It really does speak for



1 itself.

2 BY MS. DRYSDALE:

3 Q So what was the purpose of the document? How
4 is it used?

5 MR. WINSTON: Object to form.

6 You can answer.

7 THE WITNESS: No. I'm just -- it's just
8 exactly what I just said before. It's an agreement
9 for signing authority. That's exactly what this
10 document is. It's an agreement between MERS,
11 Wells, and Douglas Zahm's office of what, you know,
12 delegated authority he would have. This document,
13 from start to finish, from beginning to end,
14 clearly states exactly what this document's used
15 for.

16 BY MS. DRYSDALE:

17 Q So --

18 A It outlines it.

19 Q Excuse me. Generally speaking, what -- in
20 what context is this document used?

21 MR. WINSTON: Object to form.

22 BY MS. DRYSDALE:

23 Q What does he sign pursuant to this document?

24 A It clearly states right here within the
25 document. As I stated before, it speaks for itself. It



1 says signing authority. It's defining rights and
2 obligations to the parties. When vendors perform
3 certain duties, as described in the attached corporate
4 resolution, titled "The Resolution," relating to the
5 mortgage loans that are registered on MERS' system and
6 show MERS system to be serviced by member. And it goes
7 on to read exactly what it might include, what it
8 doesn't include, and when it would end, all the way from
9 beginning to finish.

10 It gives you everything clearly defined on
11 here of what the actual authorities are, so the
12 document -- I hate to refer to that again, but I'm not
13 trying to be difficult, but it really does speak for
14 itself and what authorities are at hand here. Me
15 reading it would be no different than being able to
16 translate it. Reading is really what it is.

17 Q So just for purposes of completeness --

18 A Uh-huh.

19 Q -- is that the document you were just
20 referring to, the corporate resolution?

21 MR. WINSTON: Object to form. Are we going to
22 mark that?

23 MS. DRYSDALE: I'm just going to see if she
24 recognizes it at first.

25 THE WITNESS: I've seen it before but not



1 because it was something that was within -- this is
2 Douglas Zahm's, of course, copy. But this is
3 definitely dated February 2006, the 14th day of
4 February. And it shows somebody signing this as
5 being secretary. This is a totally different
6 document than D13. This just says the authority
7 and agreement between Zahm's and MERS.

8 This is a particular person signing on behalf,
9 saying: "I, William C. Hultman, being the
10 corporate secretary of MERS -- or Mortgage
11 Electronic Systems, Inc., hereby certify the
12 foregoing is a true copy of a resolution duly
13 adopted by the board of directors." And it goes
14 on, blah-blah-blah, with the date.

15 This clearly, again, speaks for itself.
16 They're not one and the same. They are two
17 different documents. If you're going to ask, that
18 would be an opinion thing, and I don't want to go
19 there.

20 BY MS. DRYSDALE:

21 Q Well, the question I asked was -- when you
22 were discussing what we've marked as 13, you referred to
23 a corporate resolution. And so my question was: Is the
24 document that I just provided the corporate resolution
25 that you just referred to in describing 13?



1 MR. WINSTON: Object to form.

2 THE WITNESS: Well, that -- this would be the
3 corporate resolution. This would be the agreement
4 for signing. I would assume the two would go
5 hand-in-hand, but then again -- I'm not a personal
6 member of MERS -- you know, speaking on behalf of
7 myself here, that these two go together. But
8 there's one or the other. This gives what they can
9 sign, and this gives who might be a possible
10 officer that's duly executed to do the same.

11 Do you want to mark that?

12 MS. DRYSDALE: Yes. Let's mark that as 14.

13 (Defendants' Exhibit Number 14 was marked for
14 identification.)

15 BY MS. DRYSDALE:

16 Q Do you know Mr. Hultman?

17 A No, ma'am I do not, not personally.

18 Q In -- does the DOS department ever have a need
19 for the two documents we've just marked, the agreement
20 for signing authority or corporate resolution?

21 MR. WINSTON: Object to form.

22 THE WITNESS: It depends on the circumstance
23 and what claims that we're researching, ma'am.

24 BY MS. DRYSDALE:

25 Q Did you -- did your department need to utilize



1 either of these documents with respect to Ms. Shaw's
2 case?

3 MR. WINSTON: Object to form.

4 THE WITNESS: No, ma'am. We know if it's a
5 MERS loan, and then, of course, outlining as a need
6 to know -- my employment alone knows -- or a list
7 of officers that are designated as authority or
8 delegated to sign on behalf of MERS, so there's a
9 list of every -- not just Zahm's office. It could
10 be Florida Default Law. It could be Stern's
11 office. It just depends on, you know, wherever
12 that -- it might be within Wells Fargo, too. It
13 just depends on who's actually given that authority
14 to be able to sign on behalf of MERS.

15 So it wouldn't be every particular loan
16 because every loan I touch isn't a MERS loan.

17 MS. DRYSDALE: Okay. I have nothing further.

18 MR. WINSTON: Can we take a short lunch break
19 and then come back?

20 MS. DRYSDALE: Sure.

21 MR. WINSTON: Do a little bit of cross.

22 (Off-the-record discussion.)

23 (Brief recess.)

24 MS. DRYSDALE: Just for purposes of clarifying
25 the record, we are adding documents to Composite



1 Exhibit 7, Bates Number 533 and 534, 591, 592, and
2 then 598 through 611.

3 THE WITNESS: I'm ready. Go ahead.

4 CROSS EXAMINATION

5 BY MR. WINSTON:

6 Q Okay. Ms. Robinson, am I correct that the
7 foreclosure action in this case was filed in or about
8 October of 2008?

9 A Yes, sir.

10 Q Who was the investor on the loan as of the
11 date the foreclosure was filed?

12 A Ginnie Mae.

13 Q And what was Wells Fargo's role as of the date
14 the foreclosure action was filed?

15 A We were servicer for the loan for Ginnie Mae.

16 Q Now, you've testified that Wells Fargo could
17 not file a foreclosure action in the name of Ginnie Mae;
18 is that correct?

19 A Yes, sir.

20 Q So when Wells Fargo filed the foreclosure
21 action in its own name, it was filing it on behalf of
22 Ginnie Mae; is that correct?

23 A Yes, sir.

24 Q And did Ginnie Mae authorize Wells Fargo to
25 file this foreclosure action on its behalf?



1 A Yes, sir.

2 Q Okay. So as of the date the foreclosure
3 action was filed, is it correct to characterize it that
4 Wells Fargo was owning and holding the note and mortgage
5 for the benefit of Ginnie Mae?

6 A Can you repeat that one more time, please?

7 Q Okay. Is it correct to characterize the
8 relationship, at the time the foreclosure complaint was
9 filed, is that Wells Fargo was owning and holding the
10 promissory note for the benefit of Ginnie Mae?

11 MS. DRYSDALE: Objection to form.

12 THE WITNESS: We were servicer on behalf of
13 Ginnie Mae, and we were holding the note and
14 proceeding with the foreclosure action on behalf of
15 Ginnie Mae because that was our role as servicer.

16 BY MR. WINSTON:

17 Q Now, at present, Wells Fargo is the actual
18 beneficial owner of the note; is that correct?

19 A Yes, sir, we are. As of 10/30/2009, Wells
20 Fargo is the actual holder, owner, whole interest and
21 servicer of this particular loan for the Shaws.

22 Q Okay. Let's talk about loss mitigation
23 efforts for Ms. Shaw. Did Wells Fargo speak with
24 Ms. Shaw before she defaulted? Actually, do you know
25 what date Ms. Shaw was in default on her loan?



1 A The last payment made on Ms. Shaw's loan, as
2 we referenced earlier, was 2/29/2008.

3 Ms. Shaw actually called loss mitigation on
4 4/14/2008 to reach out. And, of course, we were calling
5 her, also, actively. Because the loan's contractually
6 due on the 1st of the month. By the 15th -- what's
7 considered in the mortgage servicing business as a late
8 charge cutoff is the 15th of the month. So any date
9 after the 15th, then the loan is assessed, usually, a
10 late charge fee, hence the terminology "late charge
11 cutoff date."

12 So we are actively calling after the 1st. If
13 the loan payment's not received on the 1st, then, of
14 course, we're going to reach out early resolution, call
15 out, see what's going on, make sure nothing's wrong, try
16 to get in touch with the mortgagor to try to reach out
17 to them. So actually Wells Fargo was actively calling
18 Ms. Shaw on or around the month of April after the
19 payment was missed of the 1st.

20 But we did actively talk about loss mitigation
21 options with Ms. Shaw once we were notified of the
22 situation and what happened, the death of her husband
23 from 4/14/2008, all the way out until -- I think it
24 was -- this is guesstimating out of my head, and I want
25 to make sure I put that on record -- 5/10/2010,



1 somewhere on or about, actively the whole two years
2 trying to find a resolution that would work for
3 Ms. Shaw.

4 Q Now, did Ms. Shaw provide income and expense
5 information initially in April of 2008?

6 A Recalling from memory, I believe so.
7 Exhibit 14 -- Exhibit 12 shows on April 18th, to 2008,
8 that Ms. Shaw sent in to the loss mitigation department
9 the loss mitigation paperwork, included a reason for
10 default or a notice or a letter stating what had
11 happened, reason for default, some bank statements, and
12 also a financial package.

13 Q Okay. And what did that show Ms. Shaw's
14 income and expenses to be?

15 A On this particular document, it looks like her
16 total expenses, if I'm reading this right -- because
17 it's handwritten by Ms. Shaw, so I want to make sure I
18 translate it right -- her total expenses show to be
19 \$3,555.58. It looks like her monthly income is only
20 showing here \$2,147.

21 Q Okay. So what kind of a deficit is that?

22 A Showing here from her calculations -- and I'm
23 going to rely it; Ms. Shaw's pretty sharp and calculated
24 it right -- it looks to be somewhere on or around
25 \$1408.58. So clearly it shows here just upon April that



1 there's an unfortunate circumstance that Ms. Shaw --
2 expenses out -- definitely outweighed her income.

3 Q Okay. Does Wells Fargo -- in any of the
4 records you've received, does it show that Ms. Shaw's
5 income has changed at all --

6 A Not --

7 Q -- since then?

8 A Sorry. Not from my review of the actual
9 mortgage history am I showing right now that any
10 circumstances have changed for Ms. Shaw.

11 I know that she was still, from the last
12 review that I saw, trying to do a short sale because she
13 couldn't afford the property, showing clearly that she
14 didn't have the income to support it. That did not
15 particularly work out. There were several different
16 options that we tried to review Ms. Shaw for, whether it
17 be home retention or liquidation. Liquidation, meaning
18 short sale, didn't work.

19 Q Now, that deficit in her income versus
20 expenses of \$1,400, did that include her mortgage
21 payment?

22 A On this particular note here, it looks to me
23 that it did. I want to make sure she calculated that
24 in.

25 Yes, sir. The mortgage payment, 1685.68, was



1 calculated into the total expenses, which would have
2 been anything from food to school loan to her TV,
3 laundry, clothing, church, everything.

4 Q So to bring Ms. Shaw to break even, according
5 to her own calculations, her monthly mortgage payment of
6 principal, interest, taxes, insurance could be no more
7 than approximately \$200; is that correct?

8 A If that. That would be with no cushion left
9 over, which would be way too tight of an estimate.

10 That \$1400 deficit -- honestly, in my opinion,
11 as being four years I worked as, you know, VA/FHA loss
12 mitigation negotiator, \$1400 is not something you can
13 make up with lowering an interest rate. \$1400 isn't
14 something that you can cure with, you know, even maybe
15 doing -- basically, it's a sad effect to say that with
16 the loss of Ms. Shaw's husband that the affordability of
17 the particular home that they lived in was not
18 affordable to her by herself because of her income being
19 so drastically decreased.

20 Q Let's talk about the different options the VA
21 lets servicers pursue. Does the VA let servicers due
22 forbearance agreements?

23 A Yes, sir.

24 Q Okay. How are VA forbearance agreements
25 generally structured?



1 A There are several different ways to use a
2 forbearance agreement, which is a big misunderstanding,
3 the concept of what people think forbearance means.
4 Forbearance can be used in several different ways.

5 It can be used as anything that would be
6 considered a repayment plan over 12 months. So if you
7 had a repayment plan from 13 -- or like -- more like 13
8 months or 50 months, that could be considered a special
9 forbearance.

10 Also to clarify, too, special forbearance can
11 be used as, like, say, a three-month up-front payment
12 before a loan mod will be granted. That can also be
13 titled as a special forbearance.

14 Special forbearance can also mean, too -- some
15 people use it in a term loosely, which it should never
16 be used but it is used as like a moratorium, where we'll
17 give you four or five months to -- or three months to
18 change your situation or see if your situation changes
19 and then come back, and we can review you again if it
20 does. So that's a broad term used.

21 But really, special forbearances technically
22 really put into play to be of anything over a repayment
23 plan over 12 months or it actually be like anything in
24 front of, like, a mod with a special forbearance.

25 Q Under VA forbearance plans, does VA write off



1 the money that is not paid during the forbearance
2 period?

3 A That would be considered really a special
4 forbearance moratorium. And, no, sir. You're still due
5 and owing of that actual money. There's nothing
6 forgiven, nothing waived. It just basically gives the
7 mortgagor three months reprieve to try to hopefully --
8 this situation to be changed, hence find another job,
9 hence say that they were disabled and a settlement was
10 coming. And that's what that is usually used for, for a
11 circumstance to change.

12 Q Okay. Let's talk about loan modification.
13 Actually, let me ask another question. So for Ms. Shaw,
14 if there had been a forbearance agreement put in place,
15 she still would have had to have pay back -- would have
16 to pay back the principal and interest amounts that were
17 due that she didn't pay?

18 A Yes, sir. Unfortunately, they would still be
19 due and owing.

20 Q Okay. And on the income information that she
21 provided to Wells Fargo, would she have any capacity
22 whatsoever to pay back that money?

23 A Not beyond what she's provided to us in
24 financials, no. Unfortunately, it's a very sad
25 circumstance that Ms. Shaw was actually very underwater



1 when it comes to the payment.

2 And everything that she's provided to us shows
3 the circumstance that she really doesn't have the
4 affordability to be able to support the home, no matter
5 what we did. And we did diligently, good faith -- I
6 mean, through the notes show it over and over again --
7 tried to work with Ms. Shaw to try to do anything we
8 could to outreach to her to give her any option that was
9 available.

10 Because, you know, of course, everybody knows
11 productive loan is what anybody wants. A failing loan
12 doesn't make us any money. Doesn't make anybody any
13 money, not the VA, not Wells Fargo, not anybody in the
14 servicing industry.

15 Q Let's talk about VA loan modifications. Does
16 the VA do no-interest loan modifications?

17 A I've never seen one.

18 Q Okay. So the VA would always want some type
19 of interest?

20 A Yes, sir.

21 Q Okay. Under the financial circumstances that
22 you've seen in the file, would Ms. Shaw qualify for any
23 type of a VA loan modification that you've ever seen?

24 A No, sir. Because her deficit was so large,
25 there was absolute way. There was no way that she would



1 ever qualify for any home retention option because she
2 didn't have the income to support it.

3 And that would be setting her up for failure.
4 And that's the last thing anybody wants to when somebody
5 goes into default is set them up yet again for another
6 failure. Because that wouldn't be fair to anybody
7 involved, not the mortgage holder, not the mortgagor
8 herself, not the servicer, not anybody. Just delays the
9 inevitable.

10 Q Okay. In the records that you've reviewed,
11 did Ms. Shaw decide that she needed to try to sell her
12 house?

13 A Yes, there was several times where she
14 actually tried to do a short sale, but from the way that
15 review looked for me, for what had happened in that
16 particular plan is that there was never any real valid
17 offers on the short sale, that she put it up for sale,
18 and she didn't get the offers back that were needed in
19 order to do that option.

20 Q And from the VA rules and guidelines that
21 you're familiar with, is encouraging a borrower to sell
22 the property when they don't have the ability to service
23 the debt, is that an appropriate option?

24 A Yes, sir. Unfortunately, that's one of the
25 things that needs to be looked at if that seems to be



1 the only hope to be able to help the mortgagor get out
2 from under -- the relief of the burden of the house that
3 they can no longer afford.

4 Q Okay. And the default -- well, the last
5 payment received from Ms. Shaw was 2/29/08; is that
6 correct?

7 A Yes, sir.

8 Q Yet this foreclosure action wasn't filed until
9 October of 2008; is that correct?

10 A Yes, sir.

11 Q What was going on during that seven-month
12 period?

13 A There was valiant attempts, loss mit. Like I
14 stated earlier, from 4/14/2008 until 5/10/2010,
15 actively, over and over again, lost mit was reviewing.
16 In the same time frame that you're referring to, that
17 was also the case of what was going on.

18 Q Okay. From the records that you've seen, is
19 there any option that would have been available under VA
20 rules, guidelines that you're familiar with to allow
21 Ms. Shaw to keep her house based on the financial
22 information that she provided to Wells Fargo?

23 A No. Unfortunately, the options for Ms. Shaw
24 would have been liquidation options. It would have been
25 short sale of the property, possibly maybe even a deed



1 in lieu. Or basically there's no home retention options
2 that you can actually extend to anybody that doesn't
3 have the income to support the home. You can't --
4 there's no way. You have to have a positive income in
5 order to qualify for any home retention option.

6 VA is actually more stringent probably than
7 any of the other investors out there in their loss
8 mitigation roles. I used to get it over and over again
9 in my four years of working the VA loans. A lot of
10 people would say, "Well, I'm a veteran, and we've got to
11 do this." But VA had the most stringent rules in loss
12 mitigation, even beyond FHA and HUD, even beyond any of
13 the other investors. The rules for VA are very strict,
14 very straightforward, and they require that you have an
15 income to be able to support the home in order to retain
16 it, to keep it.

17 Q Okay. Can you take look at Exhibit 7 and 11
18 for me.

19 Actually, I can ask a simple question.

20 A Yeah, go ahead.

21 MR. WINSTON: Would we have any issue
22 stipulating that these are business records, or
23 should I ask her the questions? I mean, I'll ask
24 the questions if you want. These are Wells Fargo's
25 internal loan notes.



1 MS. DRYSDALE: Which documents are we talking
2 about?

3 MR. WINSTON: These are just all the internal
4 notes.

5 THE WITNESS: Internal stuff, just the notes.

6 MR. WINSTON: I can ask her the questions if
7 you want.

8 MS. DRYSDALE: To the extent that they are
9 Wells Fargo's. I know there were some that were
10 Washington Mutual.

11 MR. WINSTON: I believe that was just the
12 first --

13 THE WITNESS: Very first part.

14 MR. WINSTON: -- paragraph of the letter log.
15 And I'm not talking about that.

16 THE WITNESS: Yeah, these are all '08.

17 MR. WINSTON: Yeah. I was going to get to the
18 letter log, and I was going to do that separately.

19 MS. DRYSDALE: Okay.

20 MR. WINSTON: So you want me to ask the
21 questions, or --

22 MS. DRYSDALE: No, you don't need to ask the
23 questions --

24 MR. WINSTON: Okay. So --

25 MS. DRYSDALE: -- as they relate to Wells



1 Fargo.

2 MR. WINSTON: Right. So we're talking about
3 Exhibit 7 and Exhibit 11, which are -- we've
4 identified previously, which are Wells Fargo's
5 internal notes logs.

6 BY MR. WINSTON:

7 Q Could you turn to Exhibit 6, please.

8 A Yes, sir.

9 Q Okay. Now, you've previously testified that
10 on the first page of Exhibit 6, which is Bates-marked
11 Number 535, that the initial line entries through
12 11/23/06 are not Wells Fargo's; is that correct?

13 A Yes, sir. They would have been prior to the
14 transition date because the acquisition date for
15 servicing occurred on 12/1/2006, so anything before
16 12/1/2006 would not have been Wells Fargo. It would
17 have been WaMu or Washington Mutual.

18 MR. WINSTON: Okay. With the exception of
19 those initial line items, do you have an issue
20 stipulating that the rest would be admissible as
21 business records?

22 MS. DRYSDALE: Correct, yeah.

23 MR. WINSTON: We're okay with that? Good.

24 THE WITNESS: Thank you.

25 MR. WINSTON: Do you have a sticker for me to



1 mark that document as Plaintiff's 1?

2 (Plaintiff's Exhibit Number 1 was marked for
3 identification.)

4 THE WITNESS: Thank you.

5 BY MR. WINSTON:

6 Q Ms. Robinson, I'm showing you what's been
7 marked as Plaintiff's Number 1. Can you identify
8 Plaintiff's Number 1?

9 A This is a customer service screen print of the
10 customer service workstation.

11 Q Okay. And is that from Wells Fargo's business
12 records?

13 A Yes, sir, it is. I pulled it myself.

14 Q Is that document prepared and kept in the
15 ordinary course of business?

16 A Yes, sir. This is an actual workstation that
17 comes up if you were type in SER1 in the top of the
18 screen of the way our system works. And this actual
19 particular --

20 MS. DRYSDALE: Can I please have a copy of
21 that?

22 THE WITNESS: -- screen print comes out.
23 We can get you one.

24 MR. WINSTON: For the record, this is a
25 document that Ms. Robinson brought down with her to



1 the deposition. I've not seen it before this
2 morning either.

3 THE WITNESS: I just bring it just for the --
4 for factual purposes for myself, to -- when I'm
5 looking through stuff to keep me straight on
6 difference balances and particular -- it's just
7 loan-level information.

8 MR. WINSTON: Okay.

9 BY MR. WINSTON:

10 Q And is this information contemporaneously kept
11 by Wells Fargo?

12 A Yes, sir.

13 Q And it's prepared and kept in the ordinary
14 course of business?

15 A Yes, sir.

16 Q And the people who maintain this information,
17 it's their job duty to maintain it accurately?

18 A Yes, sir.

19 Q And you have personal knowledge of the methods
20 by which the information is prepared and kept?

21 A Yes, sir.

22 Q Okay. Let's look in this document. Does it
23 show -- does it show the current principal balance
24 that's due on Ms. Shaw's loan?

25 A Yes, sir, it does.



1 Q And what is that amount?

2 A \$231,258.91.

3 Q And does it show the amount of past due
4 interest due on Ms. Shaw's loan?

5 A Not on this particular screen print, no, sir.
6 It does not.

7 Q Okay. Is there one of the screen prints that
8 you brought with you today that has that information on
9 it?

10 A Yes, sir. I brought with me, just for
11 informational purposes only, just a screen print of what
12 would be considered the payoff screen or the payoff --
13 PAY4 -- PAY4 screen -- excuse me -- which just gives a
14 really basic rough estimate of the totals because these
15 are subject, of course, to be tweaked and changed
16 because the loan is in default and in foreclosure.

17 MS. DRYSDALE: And is this another document
18 that --

19 MR. WINSTON: Yes.

20 THE WITNESS: It's just a screen print, yeah.

21 MR. WINSTON: Four pages that we hadn't
22 previously produced.

23 BY MR. WINSTON:

24 Q Does that show the past due interest due on
25 the loan as of the date that you printed it?



1 A Yes, sir, it does. It shows here as of
2 9/15/2010 -- I want to make sure that's understanding
3 [sic] it's in a future date -- that the total interest
4 due would be 34,487.42, and that's at an interest rate
5 of 5.875 percent.

6 Q Now, do any of the two screens that we've just
7 looked at -- and again, is that prepared and kept in the
8 ordinary business?

9 A Yes, sir, it is. And like I stated, I wanted
10 to make sure this is very understandingly clear to
11 opposing counsel here that I only use this for the
12 principal balance, the interest amount, and the escrow
13 advance. Anything else beyond that, I calculate
14 manually. Because of it being in a default or
15 foreclosure status, a lot of these numbers are subject
16 to change at the bottom. So this is just a rough
17 estimate of the principal balance -- estimate of the
18 principal balance and the interest and the escrow
19 advance. Anything else I usually manually calculate.

20 Q Okay. When you use the term "escrow advance,"
21 what does that number include?

22 A That number includes anything that might have
23 been advanced on the part of mortgagor for taxes and
24 insurance or anything that need to be paid in the
25 housekeeping of the loan. Taxes, insurance policies,



1 property inspection -- well, not property inspections on
2 that particular one, but anything that had to be
3 advanced on the part of keeping the maintenance of the
4 loan that needed to be paid.

5 Q From your review of the records, is Ms. Shaw
6 currently paying the taxes on the property?

7 A No, sir. We are paying them.

8 Q And is she paying any insurance on the
9 property?

10 A No, sir. We're paying them. I know that from
11 review of the payment history. It clearly shows it.

12 Q Okay. Do any of the screens that you've
13 brought with you show you the per diem interest on the
14 Shaw loan?

15 A No, none of these particular screens here have
16 it. That would have been on the PAY3 screen print. I
17 don't show that here with this particular one.

18 MR. WINSTON: Okay. If I could mark the
19 one -- the prior document you were looking at as
20 Plaintiff's 2.

21 (Plaintiff's Exhibit Number 2 was marked for
22 identification.)

23 BY MR. WINSTON:

24 Q On Plaintiff's Number 2, what number is it
25 showing as the amount of escrows currently due and



1 owing?

2 A \$6,032.99.

3 Q And, again, those for taxes and insurance?

4 A Yes, sir.

5 MR. WINSTON: Exhibit Number 2, do I need to
6 ask the questions about business records, or are we
7 okay on that?

8 MS. DRYSDALE: As long as the answers will be
9 the same.

10 THE WITNESS: They're all -- you can seem
11 where they -- like, this has the same escrow
12 advance. P1 and P2, you can see they confer [sic],
13 the same.

14 MR. WINSTON: Well, what she was asking was --

15 THE WITNESS: Yeah. I know, but she can see
16 that.

17 BY MR. WINSTON:

18 Q I need to ask, is the answer to the question
19 that I asked you regarding business records, which is it
20 a business record prepared and kept in the ordinary
21 course -- all of those answers, would those be the same
22 for Exhibit Number 2?

23 A Yes.

24 Q Ms. Robinson, are you familiar at all with
25 MERS -- M-E-R-S -- MERS' rules and procedures for



1 creating assignments of mortgages?

2 A Yes, sir. Very vaguely or very off the top,
3 MERS, as in the world of Wells Fargo -- I want to make
4 sure I understand your -- what you're questioning me on.
5 Can you clarify that a little bit clearer maybe?

6 Q I just want to know -- it's an introductory
7 question which is --

8 A Sure.

9 Q -- do you have a general understanding of the
10 MERS rules for what MERS members can do, what MERS
11 delegated officers can do?

12 A Yes, sir.

13 Q Okay. Now, under the MERS rules, when an
14 owner, a beneficial financial owner or the investor,
15 registers a mortgage on MERS, what are they agreeing
16 that the servicer can do?

17 A They're agreeing that the servicer can act on
18 behalf of the owner and also delegate anybody to be an
19 officer -- or whoever's a delegated officer of MERS to
20 be able to sign on their behalf and act in their best
21 interest of the owner. So the servicer gets the
22 authority to be able to designate whoever they need to
23 to act on the best behalf of the owner to get things
24 completed or done.

25 Q And do the MERS rules permit the loan servicer



1 to direct MERS officers to execute assignments?

2 A Yes, sir, they do.

3 Q Okay. And are those rules publically
4 available?

5 A Yes, sir, they are.

6 Q On the internet?

7 A Yes, sir, they are. The wonderful wide world
8 web.

9 Q And to your knowledge, by agreeing to be a
10 MERS member, are you agreeing to -- let me stop using
11 the word "you." When a lender agrees to be a MERS
12 member, is that a lender agreeing to the MERS rules and
13 procedures?

14 A Yes, sir.

15 Q And is MERS paid any money by its members?

16 A Yes. They're paid a consideration.
17 Particularly, on the top of this assignment, if you
18 would just read -- which is actually Exhibit -- I was
19 looking at 2.

20 Q It's the last page of Exhibit 2.

21 A Yes. If you look at that very top page there,
22 it says very cleanly in the assignment of mortgage. It
23 states that: "Partly and first, consideration of the
24 sum of \$10 and other good valuable considerations
25 received from or on behalf of Wells Fargo Bank, N.A.,



1 party to the second part." So it clearly states there
2 the consideration that's given.

3 Q And when somebody performs a transaction on
4 the MERS system, MERS actually does charge them a fee;
5 is that correct?

6 A To the best of my knowledge of that, yes.
7 That's a little bit beyond what I like to get into with
8 MERS in my scope, but my understanding is yes.

9 Q Okay. So your understanding is as a MERS
10 member, the MERS member has to pay an annual fee to
11 MERS; is that correct?

12 A Yes, sir.

13 Q And when the MERS member registers a loan on
14 MERS, it has to pay a fee to MERS?

15 A Yes, sir.

16 Q And when an a MERS member assigns -- executes
17 an assignment out of MERS, it has to pay MERS a fee; is
18 that correct?

19 A Yes, sir. And it's -- I mean, clearly they
20 wouldn't be in business if they didn't make some kind of
21 consideration or money. It would be kind of hopeless
22 then if they didn't, so, yes, that's what happens
23 usually.

24 MR. WINSTON: Can we go off the record?

25 (Off-the-record discussion.)



1 (Plaintiff's Exhibit Number 3 was marked for
2 identification.)

3 BY MR. WINSTON:

4 Q I'm showing the witness what's been marked as
5 Plaintiff's Number 3. Ms. Robinson, can you identify
6 Plaintiff's Number 3?

7 A Yes, sir. This is a notice of default or
8 acceleration letter that was dated May 4th -- actually
9 is dated May 4, 2008, addressed to Callie E. Shaw,
10 address 2371 Golfview Drive, Orange Park, Florida 32003.

11 Q And do Wells Fargo's records, in fact,
12 indicate that that letter was sent to Ms. Shaw?

13 A Yes, sir.

14 MR. WINSTON: No further questions.

15 MS. DRYSDALE: I have just a couple of -- a
16 few follow-up questions.

17 REDIRECT EXAMINATION

18 BY MS. DRYSDALE:

19 Q You mentioned, looking at the last page of
20 Defendants' 2, the assignment of mortgage, that the
21 \$10 -- did I understand your testimony to be that the
22 \$10 represents the consideration paid by Wells Fargo to
23 MERS?

24 A Yeah. The document clearly speaks for itself.
25 I was reading across the actual top of the line. I just



1 read it verbatim what was just a part of the line up
2 there, "Party in the first part, consideration of the
3 sum of \$10 and other good valuable consideration
4 received from or on behalf of Wells Fargo."

5 I just read it verbatim, so that's what it
6 states.

7 Q So there was actually \$10 that Wells Fargo
8 provided to MERS for the transfer?

9 A The document speaks for itself.

10 Q Okay. But you stated -- or you testified
11 earlier that Wells Fargo paid a lot more than that for
12 the mortgage; is that correct?

13 A No. It's to pay --

14 MR. WINSTON: Object to form.

15 THE WITNESS: -- to pay to be a member of
16 MERS, that there's a fee every year that MERS --
17 that Wells Fargo pays just to be a member of MERS,
18 not particularly for this particular mortgage.

19 Yes, it would be considered in that because it is
20 MERS, but, no, it clearly outlines that we pay as
21 being a member of MERS. As Well Fargo, we pay a
22 consideration every year, yearly, just to be a
23 member of MERS.

24 BY MS. DRYSDALE:

25 Q So the consideration referenced in the



1 assignment of mortgage was the consideration paid by
2 Wells Fargo to MERS to be a member of MERS rather than
3 the consideration paid for the mortgage?

4 MR. WINSTON: Object to form.

5 THE WITNESS: No. No, ma'am. The document
6 clearly speaks for itself. If you would read the
7 top of the document, it says "the sum of \$10." And
8 I'm assuming that because it says it on the
9 assignment of mortgage, that would be the \$10 as we
10 just went over in my cross examination with
11 Mr. Winston, that was paid to MERS on behalf of
12 doing the mortgage because they did the assignment
13 of mortgage. It was signed out of their name. The
14 \$10 was paid then.

15 BY MS. DRYSDALE:

16 Q Okay. It just seems -- it says "does hereby
17 grant, bargain, sell, assign, transfer and set over to
18 said party" that certain mortgage, so that seems to me
19 to be referring to more than the right to register.

20 MR. WINSTON: Object to form. I don't think
21 you're characterizing her testimony accurately.

22 THE WITNESS: No. Because I just read off
23 verbatim from the document of D2, and all it states
24 is is that is basically stating the assignment of
25 mortgage out of MERS into Wells Fargo. And it says



1 a consideration of \$10 was paid, the sum of \$10 and
2 other goods by -- I mean, I just read it verbatim.
3 And the document speaks for itself.

4 BY MS. DRYSDALE:

5 Q Okay. Looking at Plaintiff's 3, May 4, what
6 other options other than paying the \$5,113.83 were
7 provided to Ms. Shaw in relation to -- in this letter?

8 A On this particular letter, the notice of
9 default, it states right there that "we're required by
10 law to notify you of availability of government approved
11 home ownership counseling agencies to help homeowners
12 avoid losing their home," and tells them if they want to
13 obtain a list of approved counseling agencies, to please
14 call us. "We urge you to give this matter immediate
15 attention."

16 Also, on the second page of this letter, it
17 says very plainly "if you would like to discuss the
18 present condition of your loan, or if we can be any
19 further assistance, please call our loan service
20 representatives," outlines the phone number, Monday
21 through Friday. It gives the time, 8:00 a.m. to
22 8:00 p.m.

23 And then, of course, it goes back in again and
24 gives the mini -- what we call the mini Miranda or that
25 this is an attempt to collect a debt and any information



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1 will be used in that purpose. So it gives it several
2 times, the outreach.

3 This is -- this letter is for notification
4 purposes only. This letter's to notify the mortgagor
5 that their loan is going to be accelerated into
6 foreclosure if the payment isn't brought current by
7 June 3rd, 2008, or 30-days therefor.

8 Q You also stated that the MERS rules and
9 procedures provided a beneficial owner -- or a member
10 with certain rights. If I gave you a copy of the rules
11 and procedures, could you show me the specific
12 provision?

13 A We actually already went over them.

14 MR. WINSTON: Wait.

15 BY MS. DRYSDALE:

16 Q Let me show you some documents that your
17 attorney provided to me, and maybe you could -- we've
18 got a quality assurance procedures manual and a
19 procedures manual. Is the language --

20 A It's the same thing.

21 Q Is the language you're talking in either one
22 of these manuals?

23 A Yes, ma'am. What would be considered
24 agreement for signing here would be also found within
25 there. But where it particularly is in the actual MERS



1 manual, I don't know what page it would actually be on,
2 but if you read through the whole entire -- and there's
3 three different sheets here of MERS. There's --

4 Q We've got two different manuals. Can you
5 just -- if you could just identify which manual that
6 language is --

7 A That would be beyond my scope to know exactly
8 which one.

9 MR. WINSTON: Could you explain which specific
10 language you're looking for?

11 MS. DRYSDALE: I believe Ms. Robinson
12 testified earlier that a MERS member -- MERS rules
13 and procedures provide the beneficial owner the
14 right to agree to act on behalf of the servicer or
15 the right to act on behalf of the owner.

16 THE WITNESS: Uh-huh.

17 MS. DRYSDALE: So I was trying to figure out
18 what -- where I could find that rule of procedure.

19 MR. WINSTON: Do you have the rules.

20 THE WITNESS: I'm in the part of it.

21 MR. WINSTON: No, she's got the procedures.
22 Do you have the rules?

23 THE WITNESS: No. I don't see it. I only see
24 the quality assurance procedural manual.

25 MS. DRYSDALE: These were the only documents



1 that were provided to me.

2 MR. WINSTON: There were three, and this is
3 one.

4 THE WITNESS: That had the top put on it
5 wrong?

6 MR. WINSTON: Yeah. In fact, there were three
7 different things provided.

8 THE WITNESS: Yeah.

9 MR. WINSTON: MERS rules and MERS procedure
10 and MERS Q&A.

11 MS. DRYSDALE: I don't remember MERS Q&A.

12 THE WITNESS: Yeah, it's all outlined within
13 here but within one of these manuals. This is all
14 registration. This is pre-closing. This is
15 reversal, registration reversal. Loan rates is in
16 here, too, which you were asking about earlier,
17 which clearly defines it.

18 MS. DRYSDALE: Why don't -- while you're
19 reading through that, why don't we go ahead and
20 mark that as --

21 MR. WINSTON: Well, I do want to clarify for
22 the record, these that we produced are effective
23 2010.

24 THE WITNESS: Right. These aren't the ones
25 back for 2008.



1 MR. WINSTON: These aren't the ones in place
2 back then --

3 MS. DRYSDALE: Well, if you --

4 MR. WINSTON: -- but I produced them
5 because --

6 THE WITNESS: Those are pretty much basically
7 the same.

8 MS. DRYSDALE: If you can find the language,
9 then you can look at it to determine if it's
10 changed since 2008.

11 THE WITNESS: That would be the best thing to
12 instead of trying to find it, if he can --

13 MR. WINSTON: I'm looking for the MERS rules.

14 THE WITNESS: Yeah, that's a different --
15 processing record information, 122. I don't know
16 why this is such a big mystery. It's really not.

17 MR. WINSTON: Where are you looking?

18 THE WITNESS: 122 of the actual manual that
19 just talks about processing recording information.
20 Assign mortgage documents or record it in the
21 county or other jurisdiction, loan records, to make
22 public records of security instrument interest.

23 MR. WINSTON: The rules were produced at Page
24 Number 292.

25 THE WITNESS: Which isn't the same as this



1 one.

2 MR. WINSTON: No. I'm looking at the MERS
3 rules.

4 THE WITNESS: Thank you. This isn't what I
5 got. I have 344 and beyond. Thank you. There it
6 is. That is different. Thank you.

7 MS. DRYSDALE: What dates? I'm sorry.

8 THE WITNESS: 303.

9 MR. WINSTON: Look at Bates 333.

10 THE WITNESS: Bates 303, 303.

11 MR. WINSTON: Oh, 303. Excuse me.

12 MS. DRYSDALE: Okay. I don't have those.

13 THE WITNESS: Yeah, but I can -- Section 6 and
14 I'm just going to hand this over to you because
15 clearly --

16 MS. DRYSDALE: Let me make sure it's not in
17 one of these piles. Oh, wait. We may have it.

18 Okay. I apologize. Here, we do have it.

19 THE WITNESS: Yeah, that's why when you threw
20 out the three, they were almost exactly the same.

21 MS. DRYSDALE: Let me look at this. So do you
22 all need an extra --

23 THE WITNESS: No, we're fine. It's Section 6,
24 Bates Stamp 303.

25 MR. WINSTON: Well, yeah, I do want -- can I



1 have the extra copy?

2 THE WITNESS: You can have this one. Oh, you
3 want this for -- to mark it. Sorry.

4 MS. DRYSDALE: Okay. If we can mark this as
5 Defendants' 15, and when I say "this," it's the
6 MERS Corp, Inc., rules of membership.

7 (Defendants' Exhibit Number 15 was marked for
8 identification.)

9 THE WITNESS: Thank you.

10 BY MS. DRYSDALE:

11 Q And where did you find the provision that
12 provides the beneficial owner the right to act upon --
13 agrees to allow the servicer to act on behalf of the
14 owner?

15 A Section 6 talks about MERS.

16 Q Rule 6?

17 MR. WINSTON: Bates Number 303.

18 THE WITNESS: Yeah, Bates Number 303.

19 BY MS. DRYSDALE:

20 Q So Section 6 is where I find that authority?

21 A Yes, ma'am. It clearly speaks for itself. It
22 speaks of it.

23 MR. WINSTON: That's actually one of the
24 places.

25 THE WITNESS: It's one of them. There's



1 several places that -- yeah, but this is -- speaks
2 of the actual what you're asking for.

3 BY MS. DRYSDALE:

4 Q Several places in the rules?

5 A The whole document, yes, ma'am. The whole
6 document that's dated -- I mean, D15 now. It goes
7 through every single different rule, rules changes.

8 Q Were these the rules that were effective in
9 October of 2008?

10 A No, because these were June 2009, the very
11 month after.

12 Q Do you know if Section 6 changed from that
13 time?

14 A I don't recall off the top of my head how
15 Section 6 in this document would be one and the same.
16 We can try to see if we can find 2008 to refer back to
17 it to see because MERS can change every year. It could
18 be very subtle changes. It could be no changes at all,
19 so I can't attest to the difference between 2008 and
20 2009.

21 I do know that MERS, for the actual servicing
22 rights, to be able to designate who they need to to
23 complete that hasn't changed since I've know of MERS,
24 but that's just from my personal experience.

25 But we can provide that to you.



1 Q Okay.

2 A We can try to find -- we'll diligently search
3 for that to try to provide that for you.

4 Q But it's also in the procedures manual?

5 A It's referenced all over.

6 MR. WINSTON: Yeah. The procedures manual,
7 you can look at Page Number 452.

8 MS. DRYSDALE: Okay. Let's go ahead and mark
9 that.

10 (Defendants' Exhibit Number 16 was marked for
11 identification.)

12 MS. DRYSDALE: I'm sorry. Which number again?

13 MR. WINSTON: 452.

14 THE WITNESS: I flipped right to it. Go
15 ahead.

16 BY MS. DRYSDALE:

17 Q And was -- this is obviously from 2/6 of 2010.
18 Do you know if this provision was the same in 2008?

19 A That, ma'am, I can't answer off the top of my
20 head. That would be impossible. I mean, we're talking
21 about a couple -- I don't even know how many page
22 document we're seeing here, and to be able to reference
23 if the exact changes or not until, I don't want to
24 attest to that until I get the other one in front of me
25 to be able to refer back to it.



1 Q Okay.

2 A But the MERS rules, just for rule of thumb,
3 have really pretty much stayed pretty standard from the
4 whole time that I've done mortgaging servicing so --

5 Q Okay.

6 A They don't change very often. I mean, very
7 subtle if they do.

8 MS. DRYSDALE: I have nothing further.

9 MR. WINSTON: Okay. All done.

10 (Witness excused and the deposition was
11 concluded at 2:29 p.m.)

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CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF DUVAL)

I, the undersigned authority, certify that
JENNIFER ROBINSON personally appeared before me on
September 10, 2010, and was duly sworn.

WITNESS my hand and official seal this
15th day of September, 2010.



Shari S. Lightfoot

Notary Public - State of Florida
My Commission No. 666495
Expires: April 23, 2011



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CERTIFICATE OF REPORTER

STATE OF FLORIDA)

COUNTY OF DUVAL)

I, Shari S. Lightfoot, FPR, certify that I was authorized to and did stenographically report the deposition of JENNIFER ROBINSON; that a review of the transcript was not requested; and that the transcript, pages 4 through 190, is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

DATED this 15th day of September, 2010.


Shari S. Lightfoot

Florida Professional Reporter



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DEPOSITION ERRATA SHEET

Our Assignment No. 178992
Case Caption: WELLS FARGO BANK, N.A.
vs. CALLIE E. SHAW, et al.,

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury
that I have read the entire transcript of
my Deposition taken in the captioned matter
or the same has been read to me, and
the same is true and accurate, save and
except for changes and/or corrections, if
any, as indicated by me on the DEPOSITION
ERRATA SHEET hereof, with the understanding
that I offer these changes as if still under
oath.

Signed on the _____ day of
_____, 20____.

JENNIFER ROBINSON



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