

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO. 50 2008 CA 019539XXXX MB

HSBC BANK USA, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
WFALT2007-PA03,

Plaintiff,

vs.

[REDACTED] ANY
AND ALL UNKNOWN PARTIES
CLAIMING BY, THROUGH, UNDER, AND
AGAINST THE HEREIN NAMED
INDIVIDUAL DEFENDANT(S) WHO ARE
NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES
MAY CLAIM AN INTEREST AS SPOUSES,
HEIRS, DEVISEES, GRANTEES, OR
OTHER CLAIMANTS; LEGACY
HOMEOWNERS ASSOCIATION, INC.;
SMITH FARM MASTER ASSOCIATION,
INC.; TENANT #1, TENANT #2, TENANT
#3, and TENANT #4 the names being fictitious
to account for parties in possession,

Defendants.

DEPOSITION OF HOLLAN M. FINTEL, ESQUIRE
Taken on Behalf of the Defendants

DATE TAKEN: August 26, 2010
TIME: 3:20 p.m. to 4:45 p.m.
PLACE: Rumberger, Kirk & Caldwell, PA
100 North Tampa Street
Suite 2000
Tampa, Florida 33601

Stenographically Reported By:
Connie L. Neer, CSR (OK) and Pamela A. Stafford, CCR

1 APPEARANCES:

2

3 Counsel for the Plaintiff:

4 JEFFERY M. GANO, ESQUIRE
Florida Default Law Group, P.L.
5 9119 Corporate Lake Drive
Suite 300
6 Tampa, Florida 33634

7

8 Counsel for the Plaintiff and the Witness:

9 SUZANNE BARTO HILL, ESQUIRE
Rumberger, Kirk & Caldwell, PA
10 Lincoln Plaza, Suite 1400
300 South Orange Avenue
11 Orlando, Florida 32801

12

13 Counsel for the Witness:

14 CULVER "SKIP" SMITH, III, ESQUIRE
Culver Smith III, P.A.
15 500 Australian Avenue South
Suite 600
16 West Palm Beach, Florida 33401

17

18 Counsel for the Defendants:

19 CHRISTOPHER T. IMMEL, ESQUIRE
Ice Legal, P.A.
20 1015 North State Road 7
Suite D
21 Royal Palm Beach, Florida 33411

22

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1 P R O C E E D I N G S

2 HOLLAN M. FINTEL, ESQUIRE, called as a
3 witness by the Defendants, having been duly sworn,
4 testified as follows:

5 THE WITNESS: Yes, ma'am.

6 THE REPORTER: Thank you.

7 MR. IMMEL: Okay. We're here in the HSBC
8 Bank USA, National Association, as Trustee for
9 WFALT2007-PA03 versus [REDACTED] for the deposition of
10 Ms. Hollan Fintel. My name is Christopher Immel
11 from Ice Legal for the Defendants and I represent
12 the Defendants, [REDACTED] and [REDACTED]

13 If you could, please state your full name for
14 the record.

15 THE WITNESS: My name is Hollan Fintel.

16 MR. IMMEL: And, if we can, Counsel.

17 MR. SMITH: Culver Smith from West Palm Beach
18 representing the witness, Ms. Fintel.

19 MS. HILL: Suzanne Hill with Rumberger, Kirk
20 & Caldwell. I am co-counsel with Mr. Smith for
21 Ms. Fintel, and I'm also counsel for Florida
22 Default Law Group. I am here to the extent that
23 the -- what I believe to be the subject matter or
24 one of the subject matters of the deposition is an
25 Assignment of Mortgage executed by Ms. Fintel

1 while she was an employee of Florida Default Law
2 Group.

3 MR. GANO: I'm Jeff Gano on behalf of the
4 Plaintiff.

5 (Recess taken.)

6 (Ms. Neer, court reporter, has left the
7 deposition room and Ms. Stafford, court reporter,
8 is now present.)

9 MR. IMMEL: All right. Are you ready?

10 THE COURT REPORTER: Yes.

11 DIRECT EXAMINATION

12 BY MR. IMMEL:

13 Q. Could you state your name for the record,
14 please?

15 A. Hollan Fintel.

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

18 A. No.

19 Q. Okay. Just some preliminaries before we get
20 started. Please wait for me to complete the question
21 before you respond.

22 A. Okay.

23 Q. That would be helpful. And also if you would
24 please respond verbally with "yes," "no," or an answer,
25 rather than nodding or anything like that, it's easier

1 for the court reporter.

2 A. Okay.

3 Q. All right. Where do you currently work?

4 A. I currently work at the law firm of Shapiro &
5 Fishman.

6 Q. Okay. And how long have you been employed
7 there?

8 A. I believe October of 2009.

9 Q. Okay. And prior to that --

10 A. I'm sorry. 2008. I'm sorry.

11 Q. Okay. When in 2008, did you say?

12 A. October.

13 Q. October of 2008. Okay. And prior to that,
14 where were you employed?

15 A. At Florida Default Law Group.

16 Q. Okay. And how long did you work for Florida
17 Default Law Group?

18 A. Almost four years.

19 Q. Okay. So you started in approximately 2004
20 at Florida Default Law Group?

21 A. Yes.

22 Q. Okay. What was your job title at Florida
23 Default Law Group?

24 A. I was an associate attorney.

25 Q. Did that change at any point during your

1 employment there?

2 A. No.

3 Q. Okay. As an associate, could you explain
4 what some of your primary job responsibilities were as
5 you recall them?

6 A. Handled routine foreclosure matters,
7 hearings, discovery. Let's see. That was pretty much
8 it.

9 Q. Okay. Did you oversee anybody in their work,
10 or anything like that?

11 A. No. I wasn't a supervisor, no.

12 Q. Did anybody oversee your work?

13 A. Yes.

14 Q. Do you recall who that was?

15 A. My immediate manager was Anne Cordell.

16 Q. Did that change at any point during your
17 employment --

18 A. No.

19 Q. -- or remain the same?

20 Okay. In June of 2008, this Assignment of
21 Mortgage, the subject of -- that you executed, were your
22 job responsibilities substantially the same as they were
23 during the course of your employment?

24 A. Yes.

25 Q. Okay. Did you routinely file complaints?

1 A. Yes.

2 Q. Would you file motions for summary judgment?

3 A. Yes.

4 Q. File affidavits of amounts due and owing?

5 A. Yes.

6 Q. Affidavits of attorney's fees and costs?

7 A. Yes.

8 Q. Responses to interrogatories?

9 A. Fairly rarely. Occasionally, yes.

10 Q. Okay. And you executed the Assignment of
11 Mortgage in this case as vice president of Wells Fargo
12 Bank N.A.?

13 A. Yes.

14 Q. Okay. And what I believe might help, I
15 believe that we did receive a response to our duces
16 tecum. One of them was the corporate resolution or
17 other document.

18 Did you happen to bring that with you today?
19 I know that the objection is stated that you would to
20 the extent it was possible.

21 THE WITNESS: Are all these copies?

22 MS. HILL: I just had extra copies for you.

23 THE WITNESS: Okay.

24 A. It's this (indicating).

25 Q. Okay. I'm just going to take a moment here.

1 A. Okay.

2 MR. IMMEL: Okay. We'll go ahead and
3 introduce the Limited Power of Attorney for
4 signing authority on behalf of Wells Fargo Bank
5 N.A. that was produced as Exhibit A.

6 (Exhibit A was marked for identification.)

7 Q. During your course of your employment at
8 Florida Default Law Group, what types of actions did you
9 execute on behalf of Wells Fargo Bank N.A. pursuant to
10 this document?

11 A. Typically assignments of mortgages.

12 Q. Okay. On occasional would there be any other
13 types of documents?

14 A. Not that I can remember, no.

15 Q. Okay. This is titled "Limited Power of
16 Attorney" at the top there?

17 A. Yes, sir.

18 Q. And it also makes references during the
19 course of the document as "attorney in fact." And I see
20 there on the second line "Hollan M. Fintel." That's
21 you?

22 A. Yes.

23 Q. Where does it grant you authority to sign as
24 vice president?

25 A. The authority to execute is listed on the

1 last sentence. It says: "Deeds and assignment of
2 beneficial interest to the investor on mortgage loans in
3 which Wells Fargo Bank N.A. is the beneficiary of record
4 of the mortgage."

5 Q. Okay.

6 MR. GANO: Just for clarification,
7 Ms. Fintel, are you referring to the last sentence
8 of the indented portion?

9 THE WITNESS: Yes. Yes.

10 Q. The last sentence of the indented portion,
11 okay.

12 A. I apologize. Yes.

13 Q. Okay. And did it actually grant you
14 authority to sign as vice president anywhere in there?

15 A. The listing capacity on that assignment was
16 -- is a clerical error. It needed to state "attorney in
17 fact." This document grants the power as attorney in
18 fact.

19 Q. Okay. So --

20 A. But it does grant the authority to execute
21 the assignment of mortgage.

22 Q. Okay. So you are not vice president of
23 Wells Fargo Bank N.A.?

24 A. No.

25 Q. Okay. During your employment at Florida

1 Default Law Group, were there other companies that you
2 would execute assignments of mortgages on behalf of?

3 A. Yes. I believe there were others.

4 Q. And would you execute those assignments of
5 mortgages as attorney in fact or vice president?

6 A. I believe it varied. I do believe there were
7 other corporate resolutions that it did vary, the
8 capacity in which I signed.

9 Q. Okay. Do you recall specifically any of the
10 other entities that you would execute assignments of
11 mortgages on behalf of?

12 A. Mortgage Electronic Registration Systems,
13 known as MERS.

14 Q. MERS?

15 A. Yes.

16 Q. And what was your capacity as -- what was
17 your signing authority on behalf of MERS?

18 A. I believe it was as vice president and
19 assistant secretary. I'm not positive, but I believe it
20 was as vice president.

21 Q. All right. Are you currently -- this grants
22 you authority to act as attorney in fact for Wells Fargo
23 Bank until December 31st, 2010.

24 Do you still then execute documents as
25 attorney in fact for Wells Fargo Bank?

1 A. No, I don't.

2 Q. Okay. And when did you stop doing that?

3 A. It would have been when I left Florida
4 Default in October of 2008.

5 Q. Okay. So was the sole basis of your actions
6 to sign documents as attorney in fact for Wells Fargo
7 Bank out of your employment for Florida Default Law
8 Group?

9 MS. HILL: Object to form.

10 MR. GANO: Objection to the form.

11 A. I'm sorry. Can you rephrase it?

12 Q. Outside of working as an attorney for Florida
13 Default Law Group, did you execute assignments of
14 mortgages for Wells Fargo Bank pursuant to this for any
15 other types of actions not related to Florida Default
16 Law Group?

17 A. No.

18 MS. HILL: When you say "this," you pointed.
19 For record, you are referring to?

20 MR. IMMEL: This Limited Power of Attorney.

21 MR. GANO: Exhibit A.

22 MR. IMMEL: Exhibit A.

23 Q. And have you ever been to Wells Fargo Bank's
24 headquarters or any of their offices?

25 A. No. I don't believe I have.

1 Q. Okay. Are you aware -- did you have to apply
2 for the limited power of attorney status with Wells
3 Fargo?

4 A. No.

5 Q. Are you aware of how you were chosen as a
6 limited -- to be appointed the limited power of
7 attorney?

8 A. No, I don't.

9 Q. Okay. Did Wells Fargo Bank provide you any
10 formal training or, I guess, any sort of detailed job
11 responsibilities, or was just this limited power of
12 attorney provided to you?

13 MR. GANO: I'm going to object as far as that
14 going into any specific instructions regarding
15 particular files that she was working while at
16 Florida Default on behalf of the Plaintiff.

17 Q. Without divulging privileged information, if
18 you would limit the answer to that.

19 A. Instruction from Wells Fargo, no.

20 Q. Okay. Did you receive any compensation from
21 Wells Fargo Bank for your duties as an attorney in fact,
22 limited power of attorney?

23 MR. SMITH: You're asking about her
24 personally?

25 MR. IMMEL: Yes, her personally.

1 A. No.

2 Q. No. Okay. Did you ever attend any board
3 meetings or executive meetings for Wells Fargo Bank?

4 A. No.

5 Q. For that matter, with regard to your signing
6 authority on behalf of MERS, was there any difference
7 between how you carried out your authority with being
8 able to sign documents on behalf of MERS versus Wells
9 Fargo Bank?

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

11 A. I'm sorry. Rephrase, please.

12 Q. Okay. In executing an assignment of mortgage
13 on behalf of Wells Fargo Bank pursuant to the Limited
14 Power of Attorney, when you would do that, did that
15 differ in any way from when you would execute them and
16 an assignment of mortgage on behalf of MERS?

17 A. No.

18 MS. HILL: Object to the form.

19 Q. Okay. Are you still -- do you still have
20 signing authority on behalf of MERS?

21 A. I don't know.

22 Q. You don't know?

23 A. No, sir.

24 Q. Okay. Did MERS pay you for executing
25 assignments of mortgages?

1 A. No.

2 Q. Okay. Approximately, how many assignments of
3 mortgages would you execute on behalf of Wells Fargo
4 Bank?

5 A. I have no --

6 MS. HILL: Object to the form.

7 A. I don't know.

8 Q. Okay. Going back to Exhibit A, it says that
9 Mark Wooton, Vice President of Loan Documentation,
10 granted this Limited Power of Attorney.

11 Did you ever meet Mark Wooton?

12 MS. HILL: I'm going to object to the form
13 only to the extent that Mark Wooton signed the
14 Limited Power of Attorney, I don't know if signing
15 it is the same thing as granting it or if there is
16 a distinction. But to that extent, I'm objecting
17 to the question.

18 Q. Mark Wooton signed the Limited Power of
19 Attorney. Did you ever meet Mark Wooton?

20 A. Not that I recall.

21 Q. Okay. Are you aware of whether he was
22 authorized to sign this Limited Power of Attorney?

23 A. No. I don't know.

24 Q. Okay. Did you report to anyone directly at
25 Wells Fargo Bank?

1 A. No.

2 Q. Did you receive directions to execute an
3 assignment of mortgage directly from Wells Fargo Bank?

4 MR. GANO: I'm going to object base upon
5 attorney-client privilege, any specific
6 instruction she obtained regarding this case or
7 any other cases.

8 Q. Without divulging privileged information.

9 A. We did have a procedure that under certain
10 circumstances, yes, we were directed to prepare the
11 assignments.

12 Q. Okay. Could you, I guess, describe the
13 procedure for when you would be directed, without
14 divulging attorney-client privileges?

15 A. Yes. When our client referred in the
16 mortgage referral.

17 Q. Okay.

18 A. It could be the owner or it could be the
19 servicer. In this particular case with Wells Fargo,
20 they sent in the referral. They indicated that they
21 were the servicer for the new owner, which I believe was
22 HSBC, and indicated that HSBC was the proper owner and
23 holder of the note.

24 In that event of record, Wells was the last
25 of-record owner and holder of the note; therefore, we

1 were to effectuate the assignment of mortgage prepared
2 and executed on behalf of Wells Fargo.

3 Q. Okay. What type of documents would you rely
4 upon to determine that aside from just the referral
5 stating that HSBC Bank was, I guess, the owner of the
6 note; what other documents would you rely upon to
7 ascertain that?

8 A. That HSBC was the owner?

9 Q. Yes.

10 A. We relied on our client's referral indicating
11 that they had sold it to HSBC.

12 Q. Okay. Was there any other information that
13 you can recall?

14 A. Not that I recall.

15 Q. Okay. So going back to the referral, the
16 determination to execute an assignment of mortgage then
17 would be sent to you by Wells Fargo in a case like this
18 -- in this case?

19 MR. GANO: Object to the form.

20 A. I'm sorry. I don't quite understand that
21 question.

22 Q. Okay. Wells Fargo directed you to execute
23 the assignment of mortgage in this case?

24 MR. GANO: Again, I'm going to object based
25 upon any specific information given as

1 attorney-client privilege.

2 Q. Without divulging attorney-client privilege.

3 A. Under the procedure we had, yes.

4 Q. Okay.

5 A. Correct.

6 Q. Okay. And how would the referral -- how was
7 the referral sent?

8 A. I'm not positive. It varied. I believe it
9 was electronic.

10 Q. Okay. And in situations where the -- would
11 you ever rely upon the note to determine who to execute
12 an assignment of mortgage to?

13 A. Rely upon the note?

14 Q. The note, the promissory note.

15 A. A copy or the original?

16 Q. Copy, original, any fashion, the promissory
17 note?

18 A. No.

19 Q. Okay. So whether or not the note was lost at
20 the time of the referral would not impact your execution
21 of the assignment of mortgage?

22 A. No.

23 Q. Okay. How would you receive a promissory
24 note then from the plaintiff or whoever referred the
25 case to you?

1 A. Typically, they would mail the original
2 documents to our office.

3 Q. Do you recall if it would be mailed by any
4 sort of certified mail or return receipt; would you sign
5 for anything?

6 A. I don't know. It didn't come to me directly.

7 Q. And in cases such as this where Wells Fargo
8 would send the referral to you and state that they were
9 the servicer, what type of information would you review
10 to ascertain that they were, in fact, the servicer?

11 MR. GANO: Object to the form, and object to
12 any specific information, again, on this
13 particular referral.

14 Q. Without divulging privileged information.

15 A. We just relied on them indicating that they
16 were the servicer --

17 Q. Okay.

18 A. -- who the plaintiff was to be.

19 Q. Okay. And would there been any sort of
20 authorization that you would rely upon that the named
21 plaintiff granted the servicer the right to file the
22 action or refer the case to foreclosure?

23 MR. GANO: Again, I renew my objection, any
24 particular information of a specific referral.

25 Q. Without divulging privileged information.

1 A. Not that I personally saw, no.

2 MR. IMMEL: And I will introduce as Exhibit B
3 the Assignment of Mortgage.

4 (Exhibit B was marked for identification.)

5 Q. This is the Assignment of Mortgage filed in
6 this case. First, do you recognize that as your
7 signature?

8 A. Yes. That's my signature.

9 Q. Okay. And previously you stated that the
10 title "vice president" is an error; is that correct?

11 A. That's correct.

12 Q. Okay. Where it says to "Affix Corporate
13 Seal," in parentheses, what would that refer to?

14 A. We didn't affix anything there.

15 Q. Okay. Do you know what that's asking for
16 then, or did you have a Wells Fargo corporate seal?

17 A. I did not.

18 Q. Okay. At the top it says "For value
19 received." Did you review any type of document that
20 indicated Wells Fargo had received any type of value for
21 transferring this note to HSBC Bank, USA National
22 Association, as Trustee for WFALT 2007-PA03?

23 A. Our referral would indicate at the time, it
24 would state who they had sold the note to.

25 Q. The referral would state whether or not value

1 had been received without specifically saying how much
2 or anything of that nature?

3 A. Not in words as "value has been received,"
4 but indicating that the correct plaintiff, the owner and
5 holder of the note, the plaintiff, should be HSBC.

6 Q. Okay. So they would just say that the
7 plaintiff should be HSBC Bank, but they wouldn't attach
8 any sort of receipts or documentation of when it had
9 been purchased or transferred?

10 A. Not that I'm aware of, no.

11 Q. Not that you're aware of. Okay. It also
12 states, "For value received on or before June 16th,
13 2008." Can you -- yet this was executed apparently on
14 June --

15 A. I think it's the 24.

16 Q. -- 24th, it looks like, of 2008.

17 Can you describe the differences between the
18 dates?

19 A. Yes. Typically, the date on the "For value
20 received," the first paragraph date, would typically be
21 the date of our referral.

22 Q. Okay. Later it says, "together with the note
23 and indebtedness secured thereby." Was it your it
24 understanding that the note was being assigned to HSBC,
25 based on this Assignment of Mortgage?

1 MS. HILL: Object to form.

2 A. My understanding is that it would have
3 already been sold to HSBC.

4 Q. Okay. I understand Florida Default Law Group
5 utilizes New House Title Company to some degree for
6 title searches. Would there have been any information
7 provided by the title company in regards to your
8 execution of this Assignment of Mortgage?

9 A. Typically, they would run a search to
10 indicate, to ensure that Wells was the last holder of
11 record, to make sure that we were executing the
12 assignment properly.

13 Q. Okay. So they would double check as far as
14 who the assignor should be?

15 A. Correct.

16 Q. Would you actually prepare the Assignment of
17 Mortgage?

18 A. This document?

19 Q. This document.

20 A. No.

21 Q. It says, "Recording requesting, prepared by,
22 and return to Chris Cabrera." Did you know
23 Chris Cabrera?

24 A. Yes.

25 Q. Okay. And was he an attorney with Florida

1 Default Law Group?

2 A. No.

3 Q. Was he a parallel with Florida Default Law
4 Group?

5 A. Not a certified paralegal, no.

6 Q. Not a certified paralegal. Okay. So he
7 would basically create the document. And could you
8 explain how the process would work from him creating it
9 to you getting it and executing it and having it
10 notarized, the whole process there?

11 A. I'm not sure as far as how the title
12 information and referral would get to the assignment
13 department.

14 Q. Okay.

15 A. Once they prepared it, they would basically
16 send it to me or any of the other officers or attorneys
17 in fact authorized by our client -- or I'm sorry,
18 authorized within our firm.

19 Q. Okay. And when they would bring you the
20 assignment of mortgage to execute, would they bring you
21 the referral package and other information that was
22 relied upon to create this document?

23 MR. SMITH: Excuse me for interrupting. Are
24 you talking about generally or for this document?

25 MR. IMMEL: Generally speaking, I guess.

1 A. Generally? I honestly can't remember. I
2 don't remember specifically what they brought me.

3 Q. Okay. Do you remember if you were brought
4 anything specifically to review in executing this
5 Assignment of Mortgage?

6 A. I don't.

7 Q. Okay. And so after it would be created by,
8 presumably, Mr. Cabrera, it would be brought to you for
9 execution; is that correct?

10 A. Yes.

11 Q. Okay. And how would the -- after you've
12 executed it, how would the notarization process occur?

13 A. I would call any notary that was near my
14 office or at their desk or available to come in prior to
15 reviewing and executing. And the notary would sit with
16 me while I execute the assignment.

17 Q. Okay. I notice that there are no witnesses
18 on this particular Assignment of Mortgage. Were
19 witnesses ordinarily present for an assignment of
20 mortgage being notarized?

21 MS. HILL: Object to the form.

22 A. Not necessarily, no.

23 Q. How would the distinction be made whether or
24 not an assignment of mortgage needed to have witnesses
25 versus it didn't need to have witnesses?

1 MS. HILL: Object to the form.

2 A. If we had a witness space for a witness to be
3 on there, we put witnesses on there. If it didn't, then
4 we didn't bring them into our office.

5 Q. Okay. The form of this Assignment of
6 Mortgage, are you aware whether this was supplied to you
7 by Wells Fargo Bank as far as this form with certain
8 information to fill out, or was this a form created by
9 Florida Default Law Group?

10 A. I believe our office prepared this. I don't
11 believe that Wells Fargo generated this draft.

12 Q. Okay. Are you aware during your course of
13 executing assignment of mortgages whether the form of
14 the assignment of mortgage changed from not having a
15 space for witnesses to having a space for witnesses?

16 A. I believe we did at one point have
17 assignments of mortgages with witnesses on them.

18 Q. Do you know if you switched from not having
19 witnesses to requiring witnesses, or vice versa?

20 A. I honestly don't remember.

21 Q. Okay. This is notarized, and indicates that
22 you acknowledged that they are acknowledging that you
23 executed this document. This is not an oath or you are
24 not swearing to the accuracy of the information
25 contained in here; is that correct?

1 A. That's correct.

2 Q. Okay. What type of overview process or
3 oversight procedure to avoid, I guess, various
4 typographical errors or clerical errors as you described
5 the title of you as vice president on this particular
6 assignment of mortgage?

7 MR. GANO: Object to the form.

8 MS. HILL: Object to the form. I don't think
9 I understood the question.

10 Q. Were there any procedures or policies in
11 place as to, you know, making sure that typographical
12 errors didn't occur on the assignment of mortgage, or
13 clerical errors?

14 A. Just that I should have caught it.

15 Q. So you're the last, kind of end of the line
16 as far as catching any type of errors on the document?

17 A. Yes.

18 Q. Okay. And you don't recall specifically
19 whether or not you reviewed any particular documents
20 from Wells Fargo while executing this?

21 MR. GANO: Object to the form, asked and
22 answered.

23 A. Not specifically in connection with executing
24 this, no.

25 Q. Okay. Generally speaking, when you would sit

1 down to execute an assignment of mortgage, how many
2 would you execute at a given time: would it be one, or
3 five, or how would that work?

4 A. It could truly vary.

5 Q. Okay. And approximately how much time on
6 average would you take reviewing information and
7 reviewing the document for accuracy, or was it more of
8 the end signature?

9 A. It varied.

10 Q. It would vary?

11 A. It would vary. I'm sorry, yes.

12 Q. What type of situations would cause it to
13 vary whether who was assigning it, or who it was being
14 transferred to, or any of those?

15 A. I truly don't remember the ones that took
16 longer than others.

17 Q. Okay. I understand that sometime during the
18 year in 2008, there was a change from attorneys
19 executing assignment of mortgages to non-attorneys.
20 Were you aware of that?

21 A. I wasn't. I'm not sure. I had left the firm
22 in the fall of '08, so I'm not sure if that was before
23 or after I left.

24 Q. Okay. In executing this particular
25 Assignment of Mortgage to HSBC Bank USA, National

1 Association, as Trustee for WFALT 2007-PA03, Plaintiff,
2 would anything differ in the process when it was being
3 executed or transferred to a trust versus just another
4 entity bank or something of that nature?

5 MS. HILL: Object to the form of the
6 question.

7 A. No. Not that I'm aware of, no.

8 Q. Okay. During your course of employment at
9 Florida Default Law Group, would you review pooling and
10 servicing agreements for plaintiffs that were trusts?

11 A. Specifically on a specific case or, I mean,
12 in general?

13 Q. Specifically. For a situation such as here
14 where the Plaintiff is this particular Trust, would you
15 at some point during the litigation occasionally have to
16 review a pooling and servicing agreement?

17 A. In some cases possibly. Not this one,
18 because I didn't handle this actual foreclosure.

19 Q. Okay. In your experiences where you did have
20 to -- where you were handling the foreclosure of a
21 plaintiff where it was a trust, what types of things
22 within the pooling and servicing agreement would you
23 have to review?

24 A. Oh, I can't even -- I can't even remember a
25 specific situation. An example would be an acquisition

1 date, for instance.

2 Q. An acquisition date?

3 A. Uh-huh.

4 Q. And what would you be searching for an
5 acquisition date for, what information? How would that
6 be relevant?

7 A. Just when a pooling and servicing acquired a
8 loan or a set of loans.

9 Q. Okay. Given that this Trust is dated
10 2007-PA03, would that indicate to you, in your
11 experience in having reviewed pooling and servicing
12 agreements, that the Trust closed sometime during the
13 year 2007?

14 MR. GANO: Object to the form.

15 MS. HILL: Object to the form.

16 A. No.

17 Q. No. Okay. So you are not very familiar with
18 what the "2007-PA03" references or refers to?

19 A. Not in this case, no.

20 Q. Okay. And generally speaking when it is a
21 trust with that type of situation, are you familiar then
22 or just --

23 A. Are you talking currently now --

24 Q. Generally speaking.

25 A. -- or at the time I signed this?

1 Q. Generally speaking at the time you signed it.

2 A. No.

3 Q. Okay. Now have you become more acquainted
4 subsequent to your employment with Florida Default Law
5 Group?

6 A. Yes.

7 MR. IMMEL: Okay. I will go ahead and enter
8 this as Exhibit C.

9 (Exhibit C was marked for identification.)

10 Q. This is the first five pages of the Pooling
11 and Servicing Agreement as it's available on the SEC
12 website. On the first page there, during the course
13 of your employment while you would have been executing
14 an assignment of mortgage, roughly speaking, June of
15 2008 --

16 A. Uh-huh.

17 Q. -- on the first page of Exhibit C here, the
18 Pooling and Servicing Agreement, "dated as of June 27,
19 2007" --

20 A. Uh-huh.

21 Q. -- generally speaking, do you have an idea of
22 what that refers to?

23 A. No.

24 Q. Okay. For purposes of my questions regarding
25 Exhibit C, I will represent that that's the closing date

1 of the Trust.

2 A. Okay.

3 Q. The Trust is hundreds of pages long, so I
4 just brought this excerpt. I understand that you are
5 not familiar with the entire Pooling and Servicing
6 Agreement.

7 MR. SMITH: Would you mind defining "closing
8 date" as you are using that term?

9 MR. IMMEL: "Closing date," meaning the date
10 that the mortgage loan, file, and documents are
11 required to be, basically the corpus of the trust
12 is supposed to be received by the trust.

13 MR. SMITH: Thank you.

14 MR. IMMEL: There is a definition within --

15 MR. SMITH: Works for me.

16 MR. GANO: And just for clarification
17 purposes, kind of like we did at the last
18 deposition, this is the first five consecutive
19 pages, I'm assuming, of the Pooling and Servicing
20 Agreement?

21 MR. IMMEL: Yes.

22 MR. GANO: And how many pages is the Pooling
23 and Servicing Agreement in total? Is it the 152
24 pages showing on the back where the last page has
25 Page 4 of 152?

1 MR. IMMEL: Right. And this particular
2 document, it's available at the SEC website at the
3 bottom there. And I don't know why it printed it
4 off differently on this particular one. I would
5 presume that this -- because on my printout Page 2
6 of 152, and page 5 -- the problem here is that
7 page 5 of 5 indicates the Page 4 of 152, so I
8 believe that there was some sort of formatting
9 difference. So I wouldn't focus on the printout
10 page number of 5 of 5 necessarily being 5 of 5
11 within the Servicing Agreement.

12 MR. GANO: Okay.

13 Q. But turning to what would be listed as the
14 second page of 152 within the Pooling and Servicing
15 Agreement printout, there are various sections here that
16 describe "Conveyance of mortgage loans" in Section 2.01,
17 "Acceptance by the custodian" in Section 2.02. Moving
18 down to Section 3.04 would be "Custodian to cooperate
19 release of owner mortgage loan files and retained
20 mortgage loan files."

21 Would those sections be anything that you
22 would ever review during the course of your employment
23 at Florida Default Law Group?

24 A. No.

25 Q. Okay. And specifically with regards to this

1 Assignment of Mortgage, reviewing the Plaintiff's
2 Pooling and Servicing Agreement regarding the conveyance
3 of the mortgage loans, would that be something that you
4 would rely upon?

5 MR. GANO: Object.

6 MS. HILL: I would object to the extent that
7 that was asked and answered.

8 Q. Okay. If you would, turn to what is listed
9 as the third page of 152, or page 4 of 5 of the exhibit.

10 A. Okay.

11 Q. The Exhibit F is characterized as "Addresses
12 for requesting mortgage loan schedule." Would that be
13 something that you -- would the mortgage loan schedule
14 be something that you would ever request?

15 MR. GANO: Object to the form.

16 A. No.

17 Q. No. And Exhibit G, a "Request for release,"
18 would copies of the request for releases be something
19 that you would ever pursue or need?

20 A. No.

21 Q. Okay. Exhibit L -- earlier you had stated
22 that Wells Fargo was the servicer. Did you ever review
23 any servicing agreements between Wells Fargo and the
24 Plaintiff?

25 MR. GANO: Object to the form.

1 A. I truly don't remember if I did or not.

2 Q. Oh, okay. You don't remember reviewing one
3 on this particular assignment?

4 A. No.

5 Q. Generally speaking, do you recall ever doing
6 it for any assignments?

7 A. I'm sure I saw a servicing agreement, but I
8 can't remember when --

9 Q. Okay.

10 A. -- or what it was for.

11 Q. Okay. Exhibit N and Exhibit O list a form
12 for an Initial Certification of the custodian and a
13 Final Certification of the custodian. Would you ever
14 request or have those produced from Wells Fargo or the
15 plaintiff, the Initial or Final Certification there?

16 A. No.

17 Q. And Exhibit Q there is the Schedule of
18 Pledged-Asset Mortgage Loans. Would you ever review the
19 Schedule of Pledged-Asset Mortgage Loans?

20 A. No.

21 Q. Okay. So in this particular case, at the
22 time the complaint was filed at least, the note was
23 allegedly lost. Since during the course of the
24 proceedings, the allegedly original note has been filed
25 containing an endorsement in blank, would the

1 endorsement in blank -- is there any way for you to tell
2 who owns a note based on an endorsement in blank, or do
3 you solely rely upon the identification of the owner
4 from the referral package?

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

6 A. In this particular case?

7 Q. Yes.

8 A. I didn't handle the complaint filing of this
9 particular case, so I don't -- I didn't see the filing
10 of the original note in this case.

11 Q. Okay. Generally speaking --

12 A. Okay.

13 Q. -- during your time at Florida Default Law
14 Group, during the course of your employment --

15 A. Uh-huh.

16 Q. -- approximately how many complaints did you
17 file?

18 A. I don't know.

19 Q. A substantial number?

20 MS. HILL: Object to the form.

21 A. I filed several complaints, yes.

22 Q. Okay. And in situations where you would be
23 filing the complaint, executing the assignment of
24 mortgage, would you primarily execute assignments of
25 mortgages for cases that you had been assigned to file

1 the complaint on, and things like that, or how did that
2 work?

3 A. No.

4 Q. No?

5 A. No. Generally, I didn't necessarily have the
6 foreclosure case that I was signing the assignment for.

7 MS. HILL: Would this be a good time for a
8 quick break?

9 MR. IMMEL: Sure.

10 (Recess taken.)

11 Q. So when you executed the Assignment of
12 Mortgage in this case, what would happen to the referral
13 after you had executed the Assignment of Mortgage?

14 MR. GANO: Object to the form.

15 MS. HILL: Object to the form.

16 A. You --

17 Q. Would the referral be something that you keep
18 -- since normally you think that you received it
19 electrically --

20 A. Uh-huh.

21 Q. -- is that something that you keep during the
22 course of the case?

23 A. Yes. I personally didn't, but I believe they
24 were in our actual file electronically.

25 Q. Okay. So is it your understanding that if we

1 made a request for production upon the Plaintiff or
2 Florida Default Law Group, the appropriate parties, that
3 that still exists and they would be able to produce it
4 pursuant to, obviously, any sort of objections that they
5 would have?

6 MR. GANO: Well, I'm going to object to her
7 being able to answer that question at all because,
8 as stated in the last deposition, it's not her
9 privilege to waive. It would be the Plaintiff's
10 privilege to assert.

11 MR. IMMEL: Right.

12 MR. GANO: So assuming -- I'm assuming your
13 question is assuming the fact that objections
14 would be asserted and overruled.

15 MR. IMMEL: Yes. Assuming it's there you
16 guys could produce it assuming that it's not,
17 obviously, either -- you could produce it with
18 redacted information or it could be produced if
19 there is no privileged information or other
20 applicable objection that wasn't sustained.

21 MR. SMITH: So would you mind restating the
22 question?

23 MR. IMMEL: Okay.

24 Q. So is it your understanding that the referral
25 would be available in a request for production if we

1 made a request?

2 MS. HILL: And let me just assert an
3 objection. Ms. Fintel is no longer an employee of
4 the lawsuit firm, and so I believe that the
5 question lacks foundation as to her current
6 knowledge as to what documents would or would not
7 be available at Florida Default Law Group to be
8 produced pursuant to a request for production.

9 Q. Okay. During your course of employment, was
10 the case referral something that if somebody made a
11 request for production of it, was something that you
12 kept on record and was available to produce, perhaps
13 redacted, or after, if ordered by the court after the
14 appropriate objections had been --

15 A. Yes.

16 Q. Okay. And as far as the title search, title
17 examination results, would those also be something that
18 would be sent to you for reliance, so that a title
19 search would verify that you had the assignor correct?

20 A. Correct. Typically, those didn't necessarily
21 come to me.

22 Q. Okay. Would they be available in a request
23 for production, obviously with the same restrictions?

24 MS. HILL: And, again, objection.

25 Q. During your employment, was it something that

1 would have been available?

2 A. I would assume so, but I'm not positive.

3 Q. Okay.

4 MS. HILL: And I would just like to caution
5 the witness --

6 THE WITNESS: Yes.

7 MS. HILL: -- to not speculate or make
8 assumptions, and answer based on what you know,
9 please.

10 THE WITNESS: Okay.

11 MS. HILL: Thank you.

12 Q. Okay. I'm going to show you Exhibit D.

13 (Exhibit D was marked for identification.)

14 Q. This is a Notice of Filing, Affidavit of
15 Amounts Due and Owing. Previously you stated that
16 during the course of your employment you routinely filed
17 affidavits of amounts due and owing?

18 A. Yes.

19 Q. Could you please describe that process
20 without divulging any privileged information?

21 MR. GANO: Objection to the form.

22 A. Do you mean when I was employed? Because
23 when this was filed, I wasn't there anymore.

24 Q. Yeah. When you were employed there.

25 A. Okay. Typically, an affidavit of amounts due

1 and owing indicated what our client was owed.

2 Typically, we would request figures from our client, the
3 figures in their system of what they were owed, any, you
4 know, taxes, insurance, any sort of, basically amounts
5 that were owed to them.

6 Q. Okay. And during your course of employment,
7 would the affidavit be something that you would create
8 in the case and send to your client for execution?

9 A. Me personally, no. Do you mean the firm?

10 Q. The firm.

11 A. I honestly don't know what their procedure
12 was, if we prepared the document or if they prepared it.
13 I believe we generated the affidavit. But if the
14 figures are what we filled in or what they filled in, I
15 do not know.

16 Q. Okay. And in Paragraph 3 it states, "Affiant
17 makes this affidavit on personal knowledge after review
18 of the business records of Wells Fargo." During your
19 course of employment, do you recall whether you would
20 attach those business records to the affidavit of
21 amounts due and owing that you would file in a case?

22 MS. HILL: I'm going to object to the form in
23 terms of no time frame when documents are
24 attached. I think the question is vague and
25 ambiguous.

1 Q. If you need me to rephrase it, I can.

2 A. I don't know if we did, or whenever we did.

3 Q. Okay. During your course of employment --

4 A. Uh-huh.

5 Q. -- you would -- what would be your role with
6 regards to an affidavit as to amounts due and owing?

7 MR. GANO: Object to the form.

8 A. Review the affidavit before filing it with
9 the court.

10 Q. Okay.

11 A. Review the affidavit against our client's
12 figures that they have instructed they are owed.

13 Q. Okay. And would you require them to produce
14 the business records to verify the documentation, or, I
15 guess, what would you review?

16 A. I didn't personally prepare or pull in their
17 figures. I believe they were screen prints of their
18 tracking of their loan. And that's, I believe, what was
19 reviewed, and then this document was made accordingly.

20 Q. Okay. Do you remember whether or not as a
21 normal course during your employment at Florida Default
22 Law Group over those roughly, what, was it four years?

23 A. Yes. Almost four.

24 Q. Almost four years?

25 A. Uh-huh.

1 Q. As a general practice, would you attach the
2 screen prints or records which would be provided to be
3 reviewed?

4 A. No. Not that I recall.

5 Q. Okay. And how common was it for you to file
6 affidavits in support of summary judgment, such as
7 affidavits of amounts due and owing, during the course
8 of your employment?

9 MR. SMITH: Excuse me. On behalf of the
10 witness, I don't see where this line of
11 questioning goes to anything to this lawsuit. I
12 mean, she doesn't have knowledge about this one.

13 MR. IMMEL: Right. I'm asking generally how
14 the --

15 MR. SMITH: Well, what she did 21 months
16 before this one was filed, seems to me to be
17 irrelevant. As counsel for the witness, I don't
18 necessarily have a standing to make relevancy
19 objections, I'm just trying to protect her from
20 any kind of -- something that looks like it's
21 building into a little bit of harassment in the
22 legal sense.

23 MR. IMMEL: No. I'm not -- I'm simply trying
24 to ask what types of documents would be relied
25 upon and what the general practice would be in her

1 course of employment.

2 MR. SMITH: Which, of course, is not even
3 remotely relevant to what happened in this lawsuit
4 with regard to this affidavit.

5 MR. IMMEL: Well --

6 MR. SMITH: I mean, I just would ask you to
7 maybe wrap that up and move on.

8 MR. IMMEL: Right.

9 MR. SMITH: In the interest of her time and
10 the cost of being here.

11 MR. IMMEL: Okay.

12 MR. SMITH: Thank you.

13 MR. IMMEL: I note your objection.

14 Q. You can answer.

15 A. I'm sorry. Can you remind me what the
16 question was?

17 MR. SMITH: Is there a pending question?

18 A. I'm sorry.

19 THE WITNESS: There is a pending question.

20 Q. The pending question was: During your
21 course of employment at Florida Default Law Group, would
22 you generally attach screen prints or the records that
23 would be provided to you, to review the accuracy of the
24 amounts due and owing, to the affidavits?

25 MS. HILL: I would just insert an objection,

1 again, "generally" is a very broad time frame.
2 And your question isn't narrowed, and seems to
3 refer to this Exhibit D, which was already
4 admittedly prepared and filed far beyond the time
5 this witness was employed with Florida Default Law
6 Group. And this is a document that was prepared
7 by somebody on behalf of Wells Fargo Bank N.A., or
8 at least executed on behalf of somebody by Wells
9 Fargo Bank N.A.

10 So, I guess, I'm not understanding your
11 question as to whether or not this witness would
12 take an affidavit that was executed by someone
13 else and attach documentation to it. I don't know
14 if that's your question, but I think your question
15 needs to be a little clearer because I'm having
16 trouble understanding it.

17 Q. Would you require that the -- generally
18 speaking, would you require that the affiant attach
19 documents that they were providing you; with the same
20 documents that they relied upon, would you require that
21 to be attached to the affidavit?

22 MR. GANO: Object to the form.

23 A. Not that I recall, no.

24 Q. Do you recall whether or not Florida Default
25 Law Group or your managing attorney had a requirement

1 that records be attached or not attached?

2 A. I'm not aware of any requirement.

3 Q. Are you familiar with the Florida Rules of
4 Civil Procedure requiring -- regarding affidavits filed
5 in support of summary judgment?

6 MR. GANO: Object to the form.

7 MS. HILL: I'm going to object to that
8 question as well. This person is here as a fact
9 witness in this case. She's an attorney, yes. Is
10 she aware of the Florida Rules of Civil Procedure,
11 I would imagine so.

12 But to ask her what the requirements are in
13 the Florida Rules of Civil Procedure is almost as
14 if you're asking her for some sort of expert
15 opinion as to what is required or not required in
16 a summary judgment. She's not here in a capacity
17 as an expert to opine about what is required or
18 not required in a summary judgment.

19 Q. You can answer.

20 A. Yes.

21 Q. Yes. Okay. And so you are familiar with the
22 requirement that sworn to or certified copies or
23 documents thereof that are referred to or relied upon in
24 an affidavit need to be attached or served therewith?

25 MR. GANO: Object to the form.

1 MR. SMITH: You know, it's really not -- I'm
2 not making an evidentiary objection, but it's
3 really not fair to this witness to be asking her
4 questions like that in this context, it seems to
5 me. And that's what concerns me.

6 MR. IMMEL: I can understand your objection,
7 but, I mean, she routinely filed these over the
8 course of four years during her course of
9 employment, so I think that how she did it -- I'm
10 limiting it to this particular person during her
11 employment on what she did and what she knows, so
12 I think that is a very relevant question.

13 MS. HILL: And, Counselor, "very relevant,"
14 it's not relevant at all. What this witness did
15 from 2004 to 2008, is absolutely not relevant to
16 the HSBC versus [REDACTED] case and the filing of an
17 Affidavit of Amounts Due and Owing on July 6th of
18 2010.

19 What is relevant in this case is what is
20 relevant and reasonably calculated to lead to the
21 discovery of admissible evidence in HSBC versus
22 [REDACTED] And what this witness may or may not have
23 done, may or not have known regarding the
24 requirements of the Florida Rules of Civil
25 Procedure while she was employed almost two years

1 ago is wholly irrelevant to this case and is not
2 reasonably calculated to lead to the discovery of
3 any admissible evidence in this case.

4 MR. SMITH: You are unfairly putting her on
5 the line for something that has nothing to do with
6 the reason she's here.

7 MR. IMMEL: Well, I disagree.

8 MS. HILL: I think it's an abuse of the
9 discovery process and it's an abuse of this
10 deposition.

11 MR. IMMEL: Well, to the extent that she has
12 personal knowledge of what she did during those
13 four years, that is our interest here.

14 MR. SMITH: Well, it assumes she has
15 personal knowledge of what she did, what she can
16 remember, but that really doesn't answer the
17 question -- that begs the question of whether it's
18 appropriate questioning.

19 You know, at some point I have to protect her
20 by either -- the only tool available to me is to
21 terminate the deposition, and I don't want to do
22 that. But I'm not going to let this -- I'm
23 representing her, and I'm not going to let this
24 continue.

25 How about getting back to this case?

1 MR. IMMEL: All right. This is --

2 MR. SMITH: Her role in this case.

3 MR. IMMEL: -- this particular case and how
4 she recalls Florida Default's procedures with
5 regards to how things have been filed in this case
6 at the time she was there.

7 MR. SMITH: Well, talk about the things that
8 were filed in this case while she was there.

9 Q. This Affidavit of Amounts Due and Owing,
10 during your course of employment you would have filed
11 similar affidavits of amounts due and owing in cases
12 that you were working on?

13 MS. HILL: Similar affidavits? I don't know
14 -- I'll object to that question. I don't know
15 what that means, "similar affidavits." This is an
16 Affidavit as to Amounts Due and Owing executed by
17 Cindy T. Shanabrook on behalf of Wells Fargo Bank
18 N.A., successor by merger to Wells Fargo Bank Home
19 Mortgage, Inc. So I don't know what you mean by
20 affidavits that are similar.

21 Q. You would routinely file affidavits of
22 amounts due and owing on cases; is that correct?

23 A. Yes.

24 Q. Okay. And do you recall, during your time at
25 Florida Default Law Group, whether or not there was a

1 rule or policy or procedure not to attach documents,
2 screen printouts, receipts, or other records to
3 affidavits --

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

5 MS. HILL: Same objection.

6 Q. -- of amounts due and owing?

7 A. Was there a rule not to attach those?

8 Q. Was there any discussion, policy, or
9 procedure on what needed to be attached?

10 A. There was not a procedure to or not to.
11 Oftentimes, we had judges require those to be attached.
12 We did in those cases.

13 Q. Okay. So unless a judge required you to
14 attach documents, as a normal course, you wouldn't?

15 MR. SMITH: Are you talking about her
16 personally or the firm?

17 MR. IMMEL: Her personally during the four
18 years.

19 Q. Was it the firm's procedure not to attach
20 them during your tenure there unless the judge required
21 it?

22 MR. GANO: Object to the form.

23 MS. HILL: Objection to form. She already
24 said there was no procedure.

25 A. There was not a procedure, per se, no.

1 Q. Okay. Given the fact that there were
2 occasions where the judges would require documents be
3 attached to the affidavits of amounts due and owing,
4 during your course of employment, would you -- was it
5 possible that there was an unspoken policy not to attach
6 documents at Florida Default Law Group to the affidavits
7 of amounts due and owing?

8 MR. GANO: Object to the form.

9 MS. HILL: Object to the form.

10 She's answered that question, Counselor.

11 A. No. There was not a standing procedure.

12 Q. Was there an unspoken policy?

13 MR. GANO: Object to the form.

14 MS. HILL: Object to the form.

15 A. No. Not that I'm aware of.

16 Q. All right. While you were at Florida Default
17 Law Group, could you describe to me the process of
18 outgoing mail?

19 A. Outgoing mail?

20 Q. As far as how you oversaw it.

21 MS. HILL: Object to the form. She never
22 stated that she oversaw outgoing mail.

23 Q. Did you oversee outgoing mail?

24 A. No.

25 Q. Things that you would file during the course

1 of your employment, things that you would prepare and
2 instruct -- who would you instruct to mail it out?

3 MR. GANO: Object to the form.

4 A. I didn't instruct anybody. We had a -- it
5 was a scan, copy and mail team that I don't know their
6 precise procedure on how they got mail.

7 Q. Okay. Did you physically deliver, you know,
8 the document that you wanted to have sent out, or was
9 there somebody that collected it?

10 A. They came to our office and picked it up.

11 Q. Okay. Do you recall ever keeping any sort of
12 mail log, or does Florida does Florida Default Law
13 Group, that you are aware of, keep any mail log?

14 MR. GANO: Object to the form.

15 MS. HILL: I don't even know what a mail log
16 is. Object to the form.

17 A. When I was there, I did not have a mail log.

18 Q. All right. To give the background, the
19 reason why I ask this is because we have had issues
20 where different things are certified as mail on one day
21 and the stamp, the postage stamp indicates sometimes
22 days later.

23 A. Uh-huh.

24 Q. During your course of employment, was that
25 ever an issue that was brought to your attention?

1 A. Not to my attention, no.

2 Q. Okay. And with regard to the attachment of
3 documents to affidavits filed in support of summary
4 judgment, I will give you the background. The reason
5 why I'm asking this is because, generally speaking --
6 well, in almost no situation do we have any documents
7 referred to or relied upon attached to the affidavit in
8 any of the affidavits filed in any of our cases.

9 So I was just asking procedurally or
10 policy-wise, given the fact that all of the attorneys
11 don't file anything, that during the course of your
12 employment if there was any discussion not to or to wait
13 until a judge required it, or something of that nature;
14 do you recall?

15 MR. GANO: I would object to that question on
16 multiple grounds, one of which is the
17 characterization that no attorney ever files
18 anything attached to an affidavit. And so I'm
19 going to object to form.

20 Q. Generally speaking.

21 MS. HILL: I'm going to object that it
22 assumes facts that are not in evidence, not
23 relevant. And whatever issues your law firm has
24 had in other cases in the past, need to be
25 addressed in those cases with those judges and the

1 attorneys and the parties in those cases.

2 I think it's highly, highly inappropriate to
3 bring this witness here as a fact witness on what
4 she's already established for you is her only role
5 with respect to this case was the execution of the
6 Assignment of Mortgage, and then ask her about
7 policies and procedures that may or may not have
8 occurred in these other random none-named cases.

9 I think that that's abuse of the discovery
10 process.

11 Q. You can answer the question.

12 MS. HILL: I don't know that there was
13 a question.

14 A. I'm sorry.

15 Q. Okay.

16 A. At least the last part.

17 Q. The question that I stated was, that
18 routinely affidavits of amounts due and owing, such as
19 Exhibit D, don't contain any records attached.

20 A. Uh-huh.

21 Q. And given the fact that it's commonplace to
22 such a degree, I'm curious if during your course of
23 employment whether or not you were aware of any sort of
24 policy -- spoken, unspoken, written, implied -- not to
25 attach them unless a judge ordered it.

1 MR. GANO: Object to the form.

2 MS. HILL: Okay. Objection, asked and
3 answered. She's answered that question several
4 times and has told you several times there is no
5 policy. Objection, assumes facts not in evidence,
6 assumes facts not true.

7 MR. IMMEL: Okay.

8 MS. HILLS: And I think, again, highly
9 inappropriate.

10 MR. IMMEL: Okay.

11 MS. HILL: It's an abuse of the discovery
12 process.

13 Q. Do you recall?

14 A. No.

15 Q. All right. Turning to the -- I guess this is
16 the objections to our duces tecum list. I was just
17 going to go over it to see what was produced and why you
18 were not able to --

19 A. Okay.

20 MR. IMMEL: Mark this as Exhibit E.

21 (Exhibit E marked for identification.)

22 MR. GANO: This is Exhibit E?

23 MR. IMMEL: E.

24 Q. Request for production Number 1 asks for your
25 resume or CV to the extent it exists.

1 A. I have that.

2 Q. Okay. If I may take a look at that.

3 MS. HILL: Are you going to mark this as an
4 exhibit?

5 MR. IMMEL: Yeah. I will go ahead and mark
6 this as Exhibit F.

7 (Exhibit F marked for identification.)

8 Q. I see that you don't list, basically, that
9 you were an assistant secretary or vice president of
10 MERS as part of your legal experience or educational --
11 well, not educational background, but as part of your
12 employment history, or that you were an attorney in fact
13 for Wells Fargo Bank.

14 MR. GANO: I'm going to object to the form.
15 We don't even know when this document was created.

16 Q. All right. When was this document created?

17 A. I don't know. It was after I started working
18 for Shapiro.

19 Q. Sometime after October of 2008, would you
20 agree?

21 A. Yes.

22 Q. Okay. So it doesn't list your capacity in
23 representing those entities on here. Would you agree?

24 A. That's correct.

25 Q. And is there any reason why you didn't list

1 your duties and responsibilities as vice president of
2 MERS?

3 A. No reason.

4 Q. Okay. Did you consider yourself an employee
5 of MERS given that you had the signing authority?

6 A. An employee as in?

7 Q. As in --

8 MS. HILL: I'm going to object to the form.
9 She never testified that she was an employee of
10 MERS.

11 MR. IMMEL: She testified that she had
12 signing authority as vice president.

13 MS. HILL: That doesn't make her an employee.
14 It makes her a person that was given limited
15 authority to execute documents as an agent, but
16 that doesn't mean that she's an employee and
17 receives a W2 from the company. You can be an
18 agent for a company and not have to be an
19 employee.

20 Q. Okay.

21 A. The question was --

22 MR. SMITH: Whether you were an employee.

23 A. No.

24 Q. No. Okay. And you didn't receive
25 compensation, I believe, from MERS?

1 A. No.

2 Q. You've already stated that.

3 MS. HILL: Objection, asked and answered.

4 A. Correct.

5 Q. Okay. Moving on to Request Number 2. That
6 was already produced as Exhibit A, correct?

7 A. Yes.

8 Q. Except for that wasn't the corporate
9 resolution making you a vice president, correct?

10 A. Correct.

11 Q. Does a corporate resolution exist making you
12 a vice president?

13 A. Not that I'm aware of, no.

14 Q. Okay.

15 MS. HILL: And I'm going to just note for the
16 record that the response speaks for itself, and
17 specifically says, "Deponent does not have within
18 her possession, custody or control documents
19 responsive to Request Number 2."

20 Q. So essentially no other documents would be
21 responsive to Request Number 3?

22 MS. HILL: Well, objection. I don't know
23 what you mean by "no other documents." Again, the
24 document speaks for itself. And the response
25 says, "Deponent does not have within her

1 possession, custody or control documents
2 responsive to Request Number 3."

3 Q. Okay. And in response to Request Number 4,
4 it appears that you have stated that you don't -- well,
5 do you have anything responsive to Request Number 4?

6 A. No.

7 Q. Aside from the attorney in fact that was
8 provided?

9 A. Correct.

10 Q. And would there be anything that existed
11 authorizing you to execute the Assignment of Mortgage
12 specifically in this case, or was there just the general
13 attorney in fact, power of attorney?

14 A. I believe just the general attorney in fact.

15 Q. Okay. In response to Request Number 5, do
16 you have anything in your possession, custody or control
17 responsive to Request Number 5?

18 A. I don't have --

19 MS. HILL: Objection, the response as written
20 speaks for itself.

21 MR. IMMEL: Well, I'm just asking if she's
22 brought anything today.

23 MS. HILL: Well, it says she doesn't have
24 anything within her possession, custody or
25 control. I guess you can ask her if anything has

1 changed from the time this response was drafted to
2 today and she acquired documents. That would be a
3 different question.

4 Q. All right. Did anything change?

5 A. No.

6 Q. All right. Earlier we covered the primary
7 document or correspondence would be the referral package
8 that would have been the instructions to execute the
9 Assignment of Mortgage?

10 MS. HILL: Object to the form to the extent
11 it mischaracterizes her testimony given earlier.

12 Q. While you are not in possession of it, to the
13 extent that Florida Default Law Group is, or to the
14 extent that Plaintiff is in possession of those
15 documents, what would those documents primarily be?

16 MR. GANO: Object to the form.

17 MS. HILL: Are you still talking about
18 Request Number 5?

19 MR. IMMEL: Yes.

20 MR. SMITH: 4 or 5?

21 MR. IMMEL: Request Number 5.

22 A. Specifically I don't know, but I would state
23 the referral.

24 Q. The referral?

25 A. Yes.

1 Q. Okay. In response to Request Number 6, has
2 anything changed that you have come into possession,
3 custody or control?

4 A. No.

5 Q. Okay. And as far as documents that you
6 recall, either physical documents, computer entries,
7 digital images, or electronic correspondence, or
8 materials that instructed you to execute the Assignment
9 of Mortgage, that would pretty much be limited to the
10 referral again?

11 A. Yes.

12 Q. As you recall?

13 A. Yes.

14 Q. Okay. And Request Number 7, has anything
15 changed in -- that you've obtained?

16 A. No.

17 Q. Okay. And would the responsive documents
18 that you recall be the referral again?

19 A. Correct.

20 Q. And solely the referral, as you recall?

21 A. I can't say solely. I don't --

22 Q. That you can recall at this time?

23 A. That I can recall off the top of my head, the
24 referral is what I know.

25 Q. Okay. I believe that you stated earlier that

1 the reason why June 16th, 2008, on the Assignment of
2 Mortgage was selected was because that's the date of
3 referral?

4 A. Typically, yes, that would be. For certain,
5 I can't -- I don't have access to it. But for certain,
6 that would have been the procedure, yes.

7 Q. Okay. And Number 9, have you had anything
8 come into your possession, custody or control responsive
9 to Request Number 9?

10 A. No.

11 Q. And Request Number 9 pretty much is going to
12 be limited to the referral again, is that correct, as
13 you recall?

14 A. Yes, as I recall.

15 Q. Response to Request Number 10, did anything
16 change that you happened to come into possession,
17 custody or control of, any documents with response to
18 this request?

19 A. No.

20 Q. No. Okay. And would the referral contain
21 anything that supports the statement that the Assignment
22 of Mortgage was together with the note and then secured
23 thereby?

24 MR. GANO: I will object to form.

25 A. The referral would indicate who the proper

1 plaintiff and holder and owner of the note would be,
2 which would be what we relied on to assume the note had
3 transferred.

4 Q. Okay. Obviously, in response to Request
5 Number 11, have you happened to come into anything in
6 your possession, custody or control?

7 A. No.

8 MR. SMITH: We don't even know what those
9 are.

10 A. I haven't seen those.

11 Q. Since you no longer work for Florida Default
12 Law Group, you probably wouldn't have.

13 A. No.

14 MR. IMMEL: All right. Do you have any
15 questions?

16 MR. GANO: I have a couple of questions.

17 CROSS-EXAMINATION

18 BY MR. GANO:

19 Q. Ms. Fintel, can you look at Exhibit B for me?

20 A. B or D?

21 Q. B.

22 A. Okay. Yes.

23 Q. To the best of your knowledge, does this
24 document accurately reflect that there was a transfer
25 from Wells Fargo Bank to the Plaintiff in this case,

1 HSBC?

2 A. Yes.

3 Q. And you executed this document in front of a
4 notary?

5 A. Yes.

6 Q. Other than this Assignment of Mortgage, do
7 you recall any involvement in this case, whatsoever?

8 A. No.

9 Q. And you left the Plaintiff's counsel's firm
10 in October of 2008, which would have only been two
11 months after this Assignment of Mortgage was executed?

12 MR. SMITH: Four months.

13 MR. GANO: I'm sorry. Four months. It's
14 late in the day.

15 MS. HILL: My math isn't very good either.

16 Q. So, yes, four months after?

17 A. Yes. I left in October.

18 MR. GANO: No further questions.

19 MS. HILL: I have no questions.

20 MR. SMITH: (Indicating.)

21 REDIRECT EXAMINATION

22 BY MR. IMMEL:

23 Q. Just real quick to follow up on that. Based
24 on today, can you recall anything to -- can recall any
25 documents that you referred to or relied upon to verify

1 that -- the documents that Wells Fargo Bank transferred
2 and conveyed to Plaintiff?

3 MR. GANO: Object.

4 MS. HILL: Objection, asked and answered
5 several times.

6 A. Specifically to this one?

7 Q. Yes. Specifically to this Assignment of
8 Mortgage.

9 A. Not specifically, no.

10 MR. IMMEL: Okay. Thank you, very much.

11 MR. SMITH: I would like for her to read it.

12

13 THEREUPON, the deposition of
14 HOLLAN M. FINTEL, ESQUIRE, taken at the instance of the
15 Defendants, was concluded at 4:45 p.m.

16

17 NOTE: The original transcript of the
18 foregoing deposition will be held by MR. IMMEL; copies
19 to MS. HILL and MR. SMITH.

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1 DEPONENT'S ERRATA SHEET AND SIGNATURE INSTRUCTIONS

2

3 The original of the Errata Sheet has been
4 delivered to MS. HILL.

5 When the Errata Sheet has been completed by
6 the deponent and signed, a copy thereof should be
7 delivered to each party of record and the ORIGINAL
8 delivered to MR. IMMEL, to whom the original deposition
9 transcript was delivered.

10

11 INSTRUCTIONS TO DEPONENT

12

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

18

19 REPLACE THIS PAGE OF THE TRANSCRIPT

20 WITH THE COMPLETED AND SIGNED

21 ERRATA SHEET WHEN RECEIVED

22

23

24

25

1 ATTACH TO THE DEPOSITION OF HOLLAN M. FINTEL, ESQUIRE
CASE: HSBC Bank vs [REDACTED] et al.

2

3

SIGNATURE PAGE

4

I, HOLLAN M. FINTEL, ESQUIRE, have read the foregoing deposition given by me on August 26, 2010, in Tampa, Florida, and the following corrections, if any, should be made in the transcript:

5

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PAGE	LINE	CORRECTION AND REASON THEREFOR
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18 Subject to the above corrections, if any, my
19 testimony reads as given by me in the foregoing
20 deposition.

21

SIGNED at _____, Florida, this
_____ day of _____, 2010.

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HOLLAN M. FINTEL, ESQUIRE

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CERTIFICATE OF REPORTER OATH

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

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

Witness my hand and official seal this 6th
day of September, 2010.

Pamela A. Stafford, Court Reporter
Notary Public - State of Florida
My Commission No. DD 974041
Expires: May 16, 2014
SCLAFANI WILLIAMS COURT REPORTERS

1 REPORTER'S DEPOSITION CERTIFICATE

2

STATE OF FLORIDA)

3 COUNTY OF HILLSBOROUGH)

4

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

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

19

20 DATED this 6th day of September, 2010, at
21 Seffner, Hillsborough County, Florida.

22

23

24

Pamela A. Stafford, CCR

SCLAFANI WILLIAMS COURT REPORTERS

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