

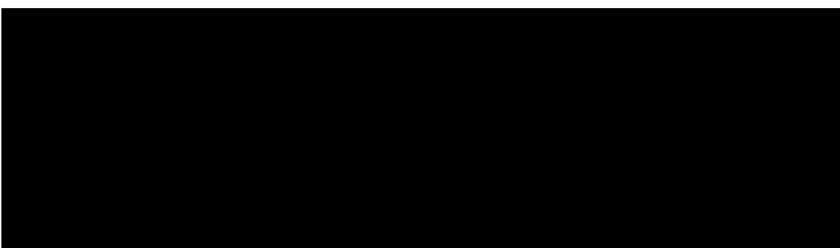
IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

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

Plaintiff,

vs.

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



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

\_\_\_\_\_ /

DEPOSITION OF RONALD WOLFE

Taken on Behalf of the Defendants 

DATE TAKEN: August 26, 2010

TIME: 10:59 a.m. to 2:42 p.m.

PLACE: Sclafani Williams Court Reporters  
101 East Kennedy Boulevard, Suite 1970  
Tampa, Florida

Stenographically Reported by:

Connie L. Neer

Certified Shorthand Reporter (OK)

1 APPEARANCES:

2 Counsel for Plaintiff:

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5

6 Counsel for Defendants [REDACTED]:

7 CHRISTOPHER IMMEL, ESQUIRE  
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9

10 Counsel for Deponent Wolfe:

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1 PROCEEDINGS

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

5 THE WITNESS: I do.

6 THE REPORTER: Thank you.

7 DIRECT EXAMINATION

8 BY MR. IMMEL:

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

15 A. Ronald Wolfe.

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

24 A. I do.

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

1 the -- for the record?

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

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

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

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

14 MR. IMMEL: Okay.

15 BY MR. IMMEL:

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

18 A. I have.

19 Q. And approximately how many times?

20 A. Approximately five.

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

23 A. Yes.

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

1 A. Yes.

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

4 A. Been a managing partner since 2007.

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

7 A. I was managing attorney.

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

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

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

14 A. 1998. November.

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

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

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

1 everything?

2 A. Everything.

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

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

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

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

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

20 A. Yes.

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

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

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

1 A. Essentially, yes.

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

7 MS. HILL: Object based on relevance.

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

10 BY MR. IMMEL:

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

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

17 Q. Yes, you individually.

18 A. No, I don't.

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

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

24 Q. Okay.

25 A. The law firm did.

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

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

6 BY MR. IMMEL:

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

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

14 A. And the document --

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

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

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

21 MR. IMMEL: Right.

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

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

25 BY MR. IMMEL:

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

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

6 MR. IMMEL: Or Wells Fargo.

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

9 MR. IMMEL: The Plaintiff, yes.

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

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

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

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

24 BY MR. IMMEL:

25 Q. But a Power of Attorney does exist granting

1 you authority?

2 A. Yes.

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

5 A. Yes.

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

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

10 Document speaks for itself. You can answer.

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

14 BY MR. IMMEL:

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

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

19 MR. IMMEL: Yes.

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

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

23 BY MR. IMMEL:

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

1 A. I didn't execute any other.

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

5 A. Individually?

6 Q. Yes.

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

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

13 A. No.

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

16 A. I believe so, yes.

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

19 A. Individually?

20 Q. Yes.

21 A. I've not been asked to.

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

25 A. I don't --

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

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

7 BY MR. IMMEL:

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

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

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

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

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

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

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

6 MR. GANO: Object to form.

7 A. I didn't review any documents.

8 BY MR. IMMEL:

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

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

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

21 BY MR. IMMEL:

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

25 A. Yes.

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

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

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

7 MR. GANO: Object to the form.

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

15 BY MR. IMMEL:

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

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

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

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

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

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

6 BY MR. IMMEL:

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

12 A. No.

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

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

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

22 A. No.

23 BY MR. IMMEL:

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

1 changes that Wells Fargo's made?

2 A. No.

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

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

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

13 BY MR. IMMEL:

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

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

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

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

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

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

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

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

19 A. That --

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

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

1 BY MR. IMMEL:

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

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

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

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

1 Q. Okay.

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

5 Q. Okay.

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

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

12 A. Which information?

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

15 A. Generally, yes.

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

17 A. I guess I need clarification.

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

20 A. Could be all of those.

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

23 MS. HILL: Object to the form.

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

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

5 BY MR. IMMEL:

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

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

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

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

23 BY MR. IMMEL:

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

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

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

8 Q. Okay.

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

11 Q. Okay.

12 A. Subsequent to the referral, yes.

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

16 A. Yeah. I don't know.

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

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

1 corporate representative of Florida Default Law  
2 Group --

3 MR. IMMEL: Right.

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

5 MR. IMMEL: Yeah.

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

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

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

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

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

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

21                 MR. IMMEL: Okay.

22 BY MR. IMMEL:

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

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

1 (Exhibit A was marked for identification.)

2 BY MR. IMMEL:

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

9 A. Yes.

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

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

16 Q. Okay.

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

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

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

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

8 A. No.

9 BY MR. IMMEL:

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

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

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

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

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

22 BY MR. IMMEL:

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

1 foreclosure case, a filing; is that correct?

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

9 MR. IMMEL: Okay.

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

19 BY MR. IMMEL:

20 Q. Okay.

21 A. -- that was my confusion.

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

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

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

3 MS. HILL: The document speaks for itself.

4 BY MR. IMMEL:

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

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

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

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

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

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

20 BY MR. IMMEL:

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

25 A. Yes.

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

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

4 MR. IMMEL: Yes.

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

8 BY MR. IMMEL:

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

11 A. New House Title is a --

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

14 MR. IMMEL: Okay.

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

17 MR. IMMEL: Right.

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

21 MR. IMMEL: Okay.

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

25 BY MR. IMMEL:

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

5 A. No.

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

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

12 MR. IMMEL: Okay.

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

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

19 BY MR. IMMEL:

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

24 A. Can you say that again?

25 MS. HILL: Object to form.

1 BY MR. IMMEL:

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

5 MS. HILL: Object to the form.

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

9 BY MR. IMMEL:

10 Q. Okay.

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

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

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

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

21 BY MR. IMMEL:

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

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

1 A. It depends on the case.

2 BY MR. IMMEL:

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

5 MS. HILL: Object to form.

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

8 BY MR. IMMEL:

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

13 A. Personally, yes, I do.

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

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

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

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

1 assumes that Mr. Cabrera is an attorney.

2 BY MR. IMMEL:

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

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

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

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

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

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

17 MR. IMMEL: He has personal knowledge.

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

22 MR. IMMEL: Right.

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

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

3 MR. IMMEL: Right.

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

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

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

10 MR. IMMEL: Right.

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

13 MR. IMMEL: Well --

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

19 MR. IMMEL: Right.

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

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

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

1           they can prepare for it.

2           MR. IMMEL:   Okay.

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

10          MR. IMMEL:   Okay.

11   BY MR. IMMEL:

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

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

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

19          MR. IMMEL:   Well --

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

22          MR. IMMEL:   Okay.

23   BY MR. IMMEL:

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

1 you at the time that this was notarized?

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

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

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

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

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

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

16 A. In a given week --

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

18 Lack of a time frame.

19 BY MR. IMMEL:

20 Q. During 2000 -- October 2008.

21 A. Probably zero.

22 Q. Zero?

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

25 Q. Right.

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

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

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

11           MS. HILL: Object to the form.

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

21 BY MR. IMMEL:

22           Q.    Right.

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

1 Q. Okay.

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

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

9 A. She was --

10 MS. HILL: Object to the form.

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

12 BY MR. IMMEL:

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

15 A. No.

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

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

22 Q. Okay.

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

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

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

8 A. Yes.

9 Q. And how so?

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

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

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

18 Q. Okay.

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

25 Q. Okay. And with regards to the written

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

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

7 Q. Okay.

8 A. I believe.

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

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

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

19 A. Well, I personally am not.

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

21 A. As a practice, no.

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

25 MR. IMMEL: Okay.

1 BY MR. IMMEL:

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

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

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

8 MS. HILL: Objection. Asked and answered.

9 BY MR. IMMEL:

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

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

13 Q. Okay. Okay.

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

18 (Exhibit B was marked for identification.)

19 BY MR. IMMEL:

20 Q. Have you ever seen her notary application?

21 A. No.

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

25 MS. HILL: Are you asking him as an

1 individual?

2 MR. IMMEL: Yes.

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

5 MR. IMMEL: Yes.

6 A. As an individual, no.

7 BY MR. IMMEL:

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

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

15 MR. IMMEL: Yes.

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

22 MR. IMMEL: Okay.

23 BY MR. IMMEL:

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

1 MS. HILL: Object to the form.

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

3 BY MR. IMMEL:

4 Q. Yes.

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

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

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

11 A. I don't know.

12 BY MR. IMMEL:

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

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

23 MR. IMMEL: Okay.

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

1 policy is regarding that question.

2 BY MR. IMMEL:

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

5 MS. HILL: Same objection.

6 MR. IMMEL: Okay.

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

16 BY MR. IMMEL:

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

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

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

1 document.

2 BY MR. IMMEL:

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

5 A. Yes.

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

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

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

14 MS. HILL: Object to the form.

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

17 BY MR. IMMEL:

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

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

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

3 BY MR. IMMEL:

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

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

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

11 MS. HILL: So are you --

12 BY MR. IMMEL:

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

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

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

22 BY MR. IMMEL:

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

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

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

8 BY MR. IMMEL:

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

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

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

1 contained.

2 BY MR. IMMEL:

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

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

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

16 BY MR. IMMEL:

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

18 A. No.

19 Q. Okay.

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

22 THE WITNESS: I'm ferreting through.

23 MR. IMMEL: Good job.

24 BY MR. IMMEL:

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

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

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

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

6 Q. I don't --

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

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

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

14 BY MR. IMMEL:

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

19 MS. HILL: Object to the form.

20 MR. GANO: Object to the form.

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

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

24 BY MR. IMMEL:

25 Q. Okay.

1 A. Correct.

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

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

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

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

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

15 BY MR. IMMEL:

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

19 MS. HILL: Object to the form already.

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

22 (Exhibit C was marked for identification.)

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

25 MR. IMMEL: Well --

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

5 BY MR. IMMEL:

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

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

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

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

16 Q. Okay.

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

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

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

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

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

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

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

15 BY MR. IMMEL:

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

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

22 BY MR. IMMEL:

23 Q. Generally speaking --

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

1 BY MR. IMMEL:

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

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

20 MR. IMMEL: Okay.

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

25 MR. IMMEL: Okay.

1 BY MR. IMMEL:

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

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

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

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

17 MR. IMMEL: Right.

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

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

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

1 of your question.

2 MR. IMMEL: Okay.

3 BY MR. IMMEL:

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

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

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

14 BY MR. IMMEL:

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

19 MR. GANO: Asked and answered.

20 MS. HILL: Asked and answered.

21 BY MR. IMMEL:

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

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

25 Would it be reviewed by who?

1 BY MR. IMMEL:

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

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

5 BY MR. IMMEL:

6 Q. Either the preparation, the execution?

7 MS. HILL: Are you --

8 BY MR. IMMEL:

9 Q. Anything.

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

16 MR. IMMEL: Yes.

17 MS. HILL: Is that your question?

18 MR. IMMEL: Yes.

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

22 BY MR. IMMEL:

23 Q. Okay.

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

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

1 release of documents, Exhibit B?

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

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

6 A. I did not review those documents.

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

14 MR. IMMEL: Okay.

15 BY MR. IMMEL:

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

18 BY MR. IMMEL:

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

24 MS. HILL: Object to the form.

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

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

4 BY MR. IMMEL:

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

8 A. Yes.

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

12 MS. HILL: Object to the form.

13 MR. GANO: Form.

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

16 BY MR. IMMEL:

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

19 A. For what purpose?

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

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

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

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

7 BY MR. IMMEL:

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

12 A. Correct.

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

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

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

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

25 MR. IMMEL: Yeah.

1 MS. HILL: -- through 9.

2 MR. IMMEL: The first nine pages --

3 MS. HILL: Okay.

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

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

9 MR. IMMEL: Yeah.

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

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

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

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

16 MS. HILL: Thank you.

17 BY MR. IMMEL:

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

24 A. Okay.

25 Q. Okay. Paragraph IV or 4 requires all

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

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

14 MR. IMMEL: Right.

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

19 MR. IMMEL: Okay.

20 BY MR. IMMEL:

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

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

25 BY MR. IMMEL:

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

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

1 MR. IMMEL: Okay.

2 BY MR. IMMEL:

3 Q. Do you understand?

4 A. No.

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

8 MS. HILL: And --

9 BY MR. IMMEL:

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

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

19 MR. IMMEL: Okay.

20 BY MR. IMMEL:

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

1 Trustee BSARM 2007-2?

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

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

5 BY MR. IMMEL:

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

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

10 Q. Okay.

11 A. Of course.

12 Q. Okay.

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

19 MS. HILL: The assignment.

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

22 BY MR. IMMEL:

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

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

1 of law, the mortgage follows the note.

2 Q. Right.

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

10 Q. Okay.

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

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

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

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

23 MR. GANO: Is that on Page 7?

24 MR. IMMEL: Page 7.

25 BY MR. IMMEL:

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

8 MR. GANO: Asked and answered.

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

24 MR. IMMEL: Okay.

25 BY MR. IMMEL:

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

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

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

8 BY MR. IMMEL:

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

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

15 BY MR. IMMEL:

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

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

20 MS. HILL: Object to form.

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

24 BY MR. IMMEL:

25 Q. Okay.

1 A. I certainly can provide that to you.

2 Q. Okay.

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

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

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

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

17 BY MR. IMMEL:

18 Q. Okay.

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

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

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

5 MR. IMMEL: Simply --

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

7 MR. IMMEL: No.

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

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

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

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

4 BY MR. IMMEL:

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

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

9 A. Exactly right.

10 BY MR. IMMEL:

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

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

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

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

22 BY MR. IMMEL:

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

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

1 page is a notice of filing, correct?

2 MR. IMMEL: Yes.

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

6 MR. IMMEL: Correct.

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

10 MR. IMMEL: Correct.

11 BY MR. IMMEL:

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

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

23 BY MR. IMMEL:

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

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

5 BY MR. IMMEL:

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

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

12 Q. Okay.

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

16 Q. Okay.

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

25 Q. Okay.

1 A. That's not a correct assumption.

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

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

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

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

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

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

22 BY MR. IMMEL:

23 Q. Okay.

24 A. -- for that.

25 Q. So would the fee for executing Assignments of

1 Mortgage be included within the attorney's fees?

2 A. Again --

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

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

8 BY MR. IMMEL:

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

11 MR. GANO: Object to form.

12 MS. HILL: Object to form.

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

15 BY MR. IMMEL:

16 Q. Right.

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

23 Q. Okay.

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

1 Q. Okay.

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

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

7 MS. HILL: What would be?

8 BY MR. IMMEL:

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

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

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

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

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

10 MR. IMMEL: Right.

11 BY MR. IMMEL:

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

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

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

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

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

1 Default Law Group and the clients. Okay.

2 BY MR. IMMEL:

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

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

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

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

18 MR. IMMEL: Okay.

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

20 MR. IMMEL: Right.

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

25 MR. IMMEL: I can ask about the personal

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

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

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

9 MR. IMMEL: Well --

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

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

14 MS. HILL: Yes.

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

17 BY MR. IMMEL:

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

20 A. Yes.

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

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

24 BY MR. IMMEL:

25 Q. Which is the second affidavit contained in

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

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

12 MR. GANO: Object to form.

13 MS. HILL: Object to form.

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

21 BY MR. IMMEL:

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

24 A. I do.

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

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

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

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

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

24 MR. IMMEL: Okay.

25 BY MR. IMMEL:

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

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

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

15 MS. HILL: Any case?

16 MR. IMMEL: Whether in this case.

17 MS. HILL: Ever?

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

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

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

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

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

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

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

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

20 BY MR. IMMEL:

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

23 A. No.

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

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

13 BY MR. IMMEL:

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

17 A. Yes.

18 Q. You have no personal knowledge that --

19 A. I'm refusing to answer.

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

23 MS. HILL: Same objection. Same instruction.

24 BY MR. IMMEL:

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

1 your attorney's instructions?

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

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

7 MS. HILL: Same objection. Same instruction.

8 BY MR. IMMEL:

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

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

16 A. I have --

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

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

22 BY MR. IMMEL:

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

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

3 BY MR. IMMEL:

4 Q. Are you choosing --

5 MR. IMMEL: What is your objection again?

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

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

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

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

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

1 believe his testimony was he doesn't.

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

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

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

9 BY MR. IMMEL:

10 Q. And do you have any personal knowledge?

11 MS. HILL: Okay.

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

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

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

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

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

12 MR. IMMEL: Right.

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

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

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

13 BY MR. IMMEL:

14 Q. Are you choosing not to answer?

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

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

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

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

1 A. No.

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

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

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

10 MR. GANO: Asked and answered.

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

12 BY MR. IMMEL:

13 Q. Okay.

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

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

20 MR. IMMEL: Right.

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

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

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

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

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

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

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

12 MR. IMMEL: Okay.

13 MS. HILL: And my stomach is growling.

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

19 MS. HILL: Certainly.

20 BY MR. IMMEL:

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

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

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

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

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

6 MR. IMMEL: Okay.

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

8 MR. IMMEL: Okay.

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

12 BY MR. IMMEL:

13 Q. Would you please state --

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

16 MR. IMMEL: Okay.

17 BY MR. IMMEL:

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

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

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

25 A. Yes.

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

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

10 BY MR. IMMEL:

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

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

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

16 A. To which effect?

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

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

1 attorney's fees.

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

5 A. It -- yes.

6 Q. Okay.

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

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

13 A. Yep. That's me.

14 Q. -- means you.

15 A. Absolutely.

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

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

20 Q. Yes. Do you recall that conversation?

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

1 employees of FDLG.

2 Q. Okay.

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

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

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

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

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

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

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

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

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

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

4 BY MR. IMMEL:

5 Q. All right.

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

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

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

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

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

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

23 BY MR. IMMEL:

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

1 affidavits?

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

7 A. I'm not going to answer.

8 BY MR. IMMEL:

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

11 A. Correct.

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

16 MS. HILL: Same objection. Same instruction.

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

18 BY MR. IMMEL:

19 Q. Based on your attorney's instructions?

20 A. Correct.

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

1 summary judgment?

2 MR. GANO: Object to form.

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

6 A. Am I aware of the policies?

7 BY MR. IMMEL:

8 Q. Yes.

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

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

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

18 BY MR. IMMEL:

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

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

23 BY MR. IMMEL:

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

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

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

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

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

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

13 BY MR. IMMEL:

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

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

17 Q. Okay.

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

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

1 for summary judgment?

2 MR. GANO: Object to the form.

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

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

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

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

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

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

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

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

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

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

23 A. I haven't read the rule.

24 BY MR. IMMEL:

25 Q. Haven't read the rule.

1           A.    I mean, recently.

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

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

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

23           MR. IMMEL:  Right.

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

1 MR. IMMEL: Okay.

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

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

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

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

6 MR. IMMEL: Okay.

7 THE WITNESS: Take a break.

8 MR. IMMEL: Take a break?

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

12 (Lunch break.)

13 BY MR. IMMEL:

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

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

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

20 BY MR. IMMEL:

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

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

1 he recognizes or knows what her signature is.

2 MR. IMMEL: Right.

3 BY MR. IMMEL:

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

5 A. No.

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

7 A. No.

8 Q. Or Erin Cullaro's signature?

9 A. No.

10 (Exhibit F was marked for identification.)

11 BY MR. IMMEL:

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

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

22 BY MR. IMMEL:

23 Q. Simply to a layman --

24 MS. HILL: Same objection. Same instruction.

25 BY MR. IMMEL:

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

2 MS. HILL: Same objection. Same instruction.

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

5 BY MR. IMMEL:

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

9 MS. HILL: Same objection. Same instruction.

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

11 BY MR. IMMEL:

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

22 MS. HILL: Same objection. Same instruction.

23 Instruct the witness not to answer.

24 A. I'm not going to answer.

25 BY MR. IMMEL:

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

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

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

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

9 MS. HILL: And I think constitutes harassment.

10 MR. IMMEL: Okay. All right.

11 BY MR. IMMEL:

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

20 MS. HILL: Same objection. Same instruction.

21 MR. IMMEL: Okay.

22 BY MR. IMMEL:

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

24 A. Correct.

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

1 A. Yes.

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

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

8 BY MR. IMMEL:

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

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

16 BY MR. IMMEL:

17 Q. Choosing not to answer?

18 A. Correct.

19 Q. Okay.

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

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

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

13 MR. IMMEL: Okay.

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

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

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

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

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

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

15 MR. IMMEL: Right.

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

20 MR. IMMEL: Right.

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

25 MR. IMMEL: Okay.

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

1 MR. IMMEL: Okay.

2 BY MR. IMMEL:

3 Q. So --

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

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

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

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

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

1 MR. IMMEL: No. He also --

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

4 MR. IMMEL: Okay.

5 BY MR. IMMEL:

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

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

13 BY MR. IMMEL:

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

16 A. Correct.

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

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

21 (Exhibit G was marked for identification.)

22 BY MR. IMMEL:

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

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

5 MS. HILL: Same objection. Same instruction.

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

8 BY MR. IMMEL:

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

13 MS. HILL: Same objection. Same instruction.

14 Instruct the witness not to answer.

15 BY MR. IMMEL:

16 Q. Are you choosing not to answer?

17 A. I am.

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

1 at Florida Default Law Group?

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

7 MR. IMMEL: Okay.

8 (Exhibit H was marked for identification.)

9 BY MR. IMMEL:

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

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

1 BY MR. IMMEL:

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

3 A. Correct.

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

16 MR. GANO: Object to form.

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

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

21 BY MR. IMMEL:

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

1 they examined?

2 MS. HILL: Same objection. Same instruction.

3 BY MR. IMMEL:

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

5 A. Correct.

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

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

19 MR. IMMEL: Right.

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

23 MR. IMMEL: Okay.

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

1 going to instruct the witness not to answer.

2 MR. IMMEL: Okay.

3 BY MR. IMMEL:

4 Q. You're choosing not to answer?

5 A. Correct.

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

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

11 BY MR. IMMEL:

12 Q. Choosing not to answer?

13 A. Correct.

14 Q. Okay. Okay.

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

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

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

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

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

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

13 CROSS EXAMINATION

14 BY MR. GANO:

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

20 A. It is.

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

23 A. Yes.

24 MR. GANO: No further questions.

25 MR. IMMEL: Do you have any questions?

1 MS. HILL: I have no questions.

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

4 REDIRECT EXAMINATION

5 BY MR. IMMEL:

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

10 MR. GANO: Object to form.

11 MS. HILL: Object to form.

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

16 BY MR. IMMEL:

17 Q. Okay.

18 A. But I was aware of the existence.

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

21 A. Sure.

22 Q. -- in this circumstance.

23 A. Sure.

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

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

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

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

13 A. Correct.

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

16 MS. HILL: We'll read.

17 THE REPORTER: Do you want to order?

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

19 THE REPORTER: Did you want a copy?

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

22 THE REPORTER: Did you want a copy?

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

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

1 concluded at 2:42 p.m.

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1 DEPONENT'S ERRATA SHEET AND SIGNATURE INSTRUCTIONS

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

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

10

11 INSTRUCTIONS TO DEPONENT

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

17

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

20

21

22

23

24

25

1 ATTACH TO THE DEPOSITION OF RONALD WOLFE.

[REDACTED]

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

3

4

ERRATA SHEET

5

I, RONALD WOLFE, have read the foregoing

6

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

7

Florida, and the following corrections, if any, should

8

be made in the transcript:

9

PAGE LINE CORRECTION AND REASON THEREOF

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Under penalties of perjury, I declare that I

17

have read the foregoing document and that the facts

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stated in it are true.

19

SIGNED at \_\_\_\_\_, Florida, this

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\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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RONALD WOLFE

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CERTIFICATE OF REPORTER OATH

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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

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

\_\_\_\_\_

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

1 REPORTER'S DEPOSITION CERTIFICATE

2

3 STATE OF FLORIDA

4 COUNTY OF HILLSBOROUGH

5

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

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

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

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\_\_\_\_\_  
Connie L. Neer, CSR

25

SCLAFANI WILLIAMS COURT REPORTERS, INC.