

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

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

Plaintiff,

vs.

[REDACTED] ANY

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

Defendants.

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

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

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

1 APPEARANCES:

2

3 Counsel for the Plaintiff:

4 JEFFERY M. GANO, ESQUIRE

Florida Default Law Group, P.L.

5 9119 Corporate Lake Drive

Suite 300

6 Tampa, Florida 33634

7

8 Counsel for the Plaintiff and the Witness:

9 SUZANNE BARTO HILL, ESQUIRE

Rumberger, Kirk & Caldwell, PA

10 Lincoln Plaza, Suite 1400

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11 Orlando, Florida 32801

12

13 Counsel for the Witness:

14 CULVER "SKIP" SMITH, III, ESQUIRE

Culver Smith III, P.A.

15 500 Australian Avenue South

Suite 600

16 West Palm Beach, Florida 33401

17

18 Counsel for the Defendants:

19 CHRISTOPHER T. IMMEL, ESQUIRE

Ice Legal, P.A.

20 1015 North State Road 7

Suite D

21 Royal Palm Beach, Florida 33411

22

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24

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1 I N D E X

2

WITNESS PAGE

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

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

5 THE WITNESS: Yes, ma'am.

6 THE REPORTER: Thank you.

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

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

15 THE WITNESS: My name is Hollan Fintel.

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

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

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

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

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

5 (Recess taken.)

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

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

10 THE COURT REPORTER: Yes.

11 DIRECT EXAMINATION

12 BY MR. IMMEL:

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

15 A. Hollan Fintel.

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

18 A. No.

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

22 A. Okay.

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

1 for the court reporter.

2 A. Okay.

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

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

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

8 A. I believe October of 2009.

9 Q. Okay. And prior to that --

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

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

12 A. October.

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

15 A. At Florida Default Law Group.

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

18 A. Almost four years.

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

21 A. Yes.

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

24 A. I was an associate attorney.

25 Q. Did that change at any point during your

1 employment there?

2 A. No.

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

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

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

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

12 Q. Did anybody oversee your work?

13 A. Yes.

14 Q. Do you recall who that was?

15 A. My immediate manager was Anne Cordell.

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

18 A. No.

19 Q. -- or remain the same?

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

24 A. Yes.

25 Q. Okay. Did you routinely file complaints?

1 A. Yes.

2 Q. Would you file motions for summary judgment?

3 A. Yes.

4 Q. File affidavits of amounts due and owing?

5 A. Yes.

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

7 A. Yes.

8 Q. Responses to interrogatories?

9 A. Fairly rarely. Occasionally, yes.

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

13 A. Yes.

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

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

21 THE WITNESS: Are all these copies?

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

23 THE WITNESS: Okay.

24 A. It's this (indicating).

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

1 A. Okay.

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

6 (Exhibit A was marked for identification.)

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

11 A. Typically assignments of mortgages.

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

14 A. Not that I can remember, no.

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

17 A. Yes, sir.

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

22 A. Yes.

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

25 A. The authority to execute is listed on the

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

5 Q. Okay.

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

9 THE WITNESS: Yes. Yes.

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

12 A. I apologize. Yes.

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

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

19 Q. Okay. So --

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

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

24 A. No.

25 Q. Okay. During your employment at Florida

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

3 A. Yes. I believe there were others.

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

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

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

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

14 Q. MERS?

15 A. Yes.

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

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

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

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

1 A. No, I don't.

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

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

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

9 MS. HILL: Object to form.

10 MR. GANO: Objection to the form.

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

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

17 A. No.

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

20 MR. IMMEL: This Limited Power of Attorney.

21 MR. GANO: Exhibit A.

22 MR. IMMEL: Exhibit A.

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

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

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

4 A. No.

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

8 A. No, I don't.

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

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

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

19 A. Instruction from Wells Fargo, no.

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

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

25 MR. IMMEL: Yes, her personally.

1 A. No.

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

4 A. No.

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

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

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

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

17 A. No.

18 MS. HILL: Object to the form.

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

21 A. I don't know.

22 Q. You don't know?

23 A. No, sir.

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

1 A. No.

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

5 A. I have no --

6 MS. HILL: Object to the form.

7 A. I don't know.

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

11 Did you ever meet Mark Wooton?

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

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

20 A. Not that I recall.

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

23 A. No. I don't know.

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

1 A. No.

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

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

8 Q. Without divulging privileged information.

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

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

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

17 Q. Okay.

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

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

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

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

8 A. That HSBC was the owner?

9 Q. Yes.

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

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

14 A. Not that I recall.

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

19 MR. GANO: Object to the form.

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

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

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

1 attorney-client privilege.

2 Q. Without divulging attorney-client privilege.

3 A. Under the procedure we had, yes.

4 Q. Okay.

5 A. Correct.

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

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

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

13 A. Rely upon the note?

14 Q. The note, the promissory note.

15 A. A copy or the original?

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

18 A. No.

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

22 A. No.

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

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

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

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

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

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

14           Q.   Without divulging privileged information.

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

17           Q.   Okay.

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

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

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

25           Q.   Without divulging privileged information.

1 A. Not that I personally saw, no.

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

4 (Exhibit B was marked for identification.)

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

8 A. Yes. That's my signature.

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

11 A. That's correct.

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

14 A. We didn't affix anything there.

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

17 A. I did not.

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

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

25 Q. The referral would state whether or not value

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

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

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

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

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

15 A. I think it's the 24.

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

17 Can you describe the differences between the  
18 dates?

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

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

1 MS. HILL: Object to form.

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

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

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

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

15 A. Correct.

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

18 A. This document?

19 Q. This document.

20 A. No.

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

24 A. Yes.

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

1 Default Law Group?

2 A. No.

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

5 A. Not a certified paralegal, no.

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

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

14 Q. Okay.

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

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

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

25 MR. IMMEL: Generally speaking, I guess.

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

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

6           A.    I don't.

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

10          A.    Yes.

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

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

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

21                MS. HILL:  Object to the form.

22          A.    Not necessarily, no.

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

1 MS. HILL: Object to the form.

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

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

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

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

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

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

20 A. I honestly don't remember.

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

1           A.    That's correct.

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

7           MR. GANO:  Object to the form.

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

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

14          A.    Just that I should have caught it.

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

17          A.    Yes.

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

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

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

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

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

4 A. It could truly vary.

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

9 A. It varied.

10 Q. It would vary?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 date, for instance.

2 Q. An acquisition date?

3 A. Uh-huh.

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

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

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

14 MR. GANO: Object to the form.

15 MS. HILL: Object to the form.

16 A. No.

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

19 A. Not in this case, no.

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

23 A. Are you talking currently now --

24 Q. Generally speaking.

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

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

2 A. No.

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

6 A. Yes.

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

9 (Exhibit C was marked for identification.)

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

16 A. Uh-huh.

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

20 A. Uh-huh.

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

23 A. No.

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

1 of the Trust.

2 A. Okay.

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

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

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

13 MR. SMITH: Thank you.

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

15 MR. SMITH: Works for me.

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

21 MR. IMMEL: Yes.

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

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

12 MR. GANO: Okay.

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

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

24 A. No.

25 Q. Okay. And specifically with regards to this

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

5 MR. GANO: Object.

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

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

10 A. Okay.

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

15 MR. GANO: Object to the form.

16 A. No.

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

20 A. No.

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

25 MR. GANO: Object to the form.

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

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

4 A. No.

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

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

9 Q. Okay.

10 A. -- or what it was for.

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

16 A. No.

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

20 A. No.

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

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

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

6 A. In this particular case?

7 Q. Yes.

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

11 Q. Okay. Generally speaking --

12 A. Okay.

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

15 A. Uh-huh.

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

18 A. I don't know.

19 Q. A substantial number?

20 MS. HILL: Object to the form.

21 A. I filed several complaints, yes.

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

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

3 A. No.

4 Q. No?

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

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

9 MR. IMMEL: Sure.

10 (Recess taken.)

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

14 MR. GANO: Object to the form.

15 MS. HILL: Object to the form.

16 A. You --

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

20 A. Uh-huh.

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

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

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

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

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

11 MR. IMMEL: Right.

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

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

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

23 MR. IMMEL: Okay.

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

1 made a request?

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

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

15 A. Yes.

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

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

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

24 MS. HILL: And, again, objection.

25 Q. During your employment, was it something that

1 would have been available?

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

3 Q. Okay.

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

6 THE WITNESS: Yes.

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

10 THE WITNESS: Okay.

11 MS. HILL: Thank you.

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

13 (Exhibit D was marked for identification.)

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

18 A. Yes.

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

21 MR. GANO: Objection to the form.

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

24 Q. Yeah. When you were employed there.

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

1 and owing indicated what our client was owed.

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

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

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

10 Q. The firm.

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

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

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

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

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

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

4 A. Uh-huh.

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

7 MR. GANO: Object to the form.

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

10 Q. Okay.

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

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

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

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

23 A. Yes. Almost four.

24 Q. Almost four years?

25 A. Uh-huh.

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

4 A. No. Not that I recall.

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

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

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

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

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

1 course of employment.

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

5 MR. IMMEL: Well --

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

8 MR. IMMEL: Right.

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

11 MR. IMMEL: Okay.

12 MR. SMITH: Thank you.

13 MR. IMMEL: I note your objection.

14 Q. You can answer.

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

17 MR. SMITH: Is there a pending question?

18 A. I'm sorry.

19 THE WITNESS: There is a pending question.

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

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

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

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

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

22 MR. GANO: Object to the form.

23 A. Not that I recall, no.

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

1 that records be attached or not attached?

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

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

6 MR. GANO: Object to the form.

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

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

19 Q. You can answer.

20 A. Yes.

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

25 MR. GANO: Object to the form.

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

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

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

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

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

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

7 MR. IMMEL: Well, I disagree.

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

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

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

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

25 How about getting back to this case?

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

2 MR. SMITH: Her role in this case.

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

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

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

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

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

23 A. Yes.

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

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

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

5 MS. HILL: Same objection.

6 Q. -- of amounts due and owing?

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

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

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

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

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

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

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

22 MR. GANO: Object to the form.

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

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

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

8 MR. GANO: Object to the form.

9 MS. HILL: Object to the form.

10 She's answered that question, Counselor.

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

12 Q. Was there an unspoken policy?

13 MR. GANO: Object to the form.

14 MS. HILL: Object to the form.

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

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

19 A. Outgoing mail?

20 Q. As far as how you oversaw it.

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

23 Q. Did you oversee outgoing mail?

24 A. No.

25 Q. Things that you would file during the course

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

3 MR. GANO: Object to the form.

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

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

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

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

14 MR. GANO: Object to the form.

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

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

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

23 A. Uh-huh.

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

1 A. Not to my attention, no.

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

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

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

20 Q. Generally speaking.

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

1 attorneys and the parties in those cases.

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

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

11 Q. You can answer the question.

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

14 A. I'm sorry.

15 Q. Okay.

16 A. At least the last part.

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

20 A. Uh-huh.

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

1 MR. GANO: Object to the form.

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

7 MR. IMMEL: Okay.

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

10 MR. IMMEL: Okay.

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

13 Q. Do you recall?

14 A. No.

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

19 A. Okay.

20 MR. IMMEL: Mark this as Exhibit E.

21 (Exhibit E marked for identification.)

22 MR. GANO: This is Exhibit E?

23 MR. IMMEL: E.

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

1 A. I have that.

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

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

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

7 (Exhibit F marked for identification.)

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

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

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

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

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

21 A. Yes.

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

24 A. That's correct.

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

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

3 A. No reason.

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

6 A. An employee as in?

7 Q. As in --

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

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

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

20 Q. Okay.

21 A. The question was --

22 MR. SMITH: Whether you were an employee.

23 A. No.

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

1 A. No.

2 Q. You've already stated that.

3 MS. HILL: Objection, asked and answered.

4 A. Correct.

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

7 A. Yes.

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

10 A. Correct.

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

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

14 Q. Okay.

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

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

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

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

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

6 A. No.

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

9 A. Correct.

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

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

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

18 A. I don't have --

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

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

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

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

4 Q. All right. Did anything change?

5 A. No.

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

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

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

16 MR. GANO: Object to the form.

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

19 MR. IMMEL: Yes.

20 MR. SMITH: 4 or 5?

21 MR. IMMEL: Request Number 5.

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

24 Q. The referral?

25 A. Yes.

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

4 A. No.

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

11 A. Yes.

12 Q. As you recall?

13 A. Yes.

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

16 A. No.

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

19 A. Correct.

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

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

22 Q. That you can recall at this time?

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

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

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

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

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

10 A. No.

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

14 A. Yes, as I recall.

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

19 A. No.

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

24 MR. GANO: I will object to form.

25 A. The referral would indicate who the proper

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

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

7 A. No.

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

10 A. I haven't seen those.

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

13 A. No.

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

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

17 CROSS-EXAMINATION

18 BY MR. GANO:

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

20 A. B or D?

21 Q. B.

22 A. Okay. Yes.

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

1 HSBC?

2 A. Yes.

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

5 A. Yes.

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

8 A. No.

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

12 MR. SMITH: Four months.

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

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

16 Q. So, yes, four months after?

17 A. Yes. I left in October.

18 MR. GANO: No further questions.

19 MS. HILL: I have no questions.

20 MR. SMITH: (Indicating.)

21 REDIRECT EXAMINATION

22 BY MR. IMMEL:

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

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

3 MR. GANO: Object.

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

6 A. Specifically to this one?

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

9 A. Not specifically, no.

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

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

12

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

16

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

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1 DEPONENT'S ERRATA SHEET AND SIGNATURE INSTRUCTIONS

2

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

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

10

11 INSTRUCTIONS TO DEPONENT

12

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

18

19 REPLACE THIS PAGE OF THE TRANSCRIPT

20 WITH THE COMPLETED AND SIGNED

21 ERRATA SHEET WHEN RECEIVED

22

23

24

25

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

2

3

SIGNATURE PAGE

4

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

5

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

21 SIGNED at \_\_\_\_\_, Florida, this  
22 \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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HOLLAN M. FINTEL, ESQUIRE

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CERTIFICATE OF REPORTER OATH

STATE OF FLORIDA                    )  
COUNTY OF HILLSBOROUGH        )

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

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

---

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

1 REPORTER'S DEPOSITION CERTIFICATE

2

STATE OF FLORIDA )

3 COUNTY OF HILLSBOROUGH )

4

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

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

19

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

22

23

24

\_\_\_\_\_  
Pamela A. Stafford, CCR

SCLAFANI WILLIAMS COURT REPORTERS

25