UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

SYLVIA NUER,

Debtor.

April 20, 2010
1:42 p.m.

DEPOSITION of SCOTT WALTER, held at the offices of UNITED STATES TRUSTEE, 33 Whitehall Street, New York, New York before Wayne Hock, a Notary Public of the State of New York.

A P P E A R A N C E S:

UNITED STATES TRUSTEE OFFICE
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A P P E A R A N C E S: (Continued)

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BY: MICHAEL CASH, ESQ.

* * *

S C O T T W A L T E R, having
been first duly sworn by a Notary Public
of the State of New York, upon being
examined, testified as follows:
EXAMINATION BY
MR. ZIPES:
Q. Good afternoon, Mr. Walter.
A. Good afternoon.
Q. My name is Greg Zipes, as you know. I'm with the U.S. Trustee's office. And we've already had one round of depositions. I'm going to try not to repeat my questions.
The housekeeping matters, as before, please verbalize your answers. And if your attorney objects, you can still answer the questions.
If you don't understand a question, ask me to repeat it and I'll be happy to try to rephrase it.
Have you reviewed any documents in preparation for today's deposition?
A. No.
Q. During this deposition, when I

use the word "LPS," I'm referring to Lender Processing Service unless you tell me otherwise.

A. Okay.

Q. Let me just find out where other entities fit in the LPS corporate family.

Fidelity National Foreclosure and Bankruptcy Solutions, is that connected to LPS?

A. My understanding is it no longer exists.

Q. We're going to look at notes in just a minute, but there's references to Fidelity.

Is that LPS?

A. Okay. That's fine.

Q. No, I'm asking if you know.

A. Yes.

Q. We'll get to it. We can wait for that.

And when did Fidelity National Foreclosure and Bankruptcy Services become LPS? Do you have any idea of that?

A. Over the past two years.

S. Walter

Q. Docs, LLC, where does that fit into the corporate structure, if you know?

A. I don't know what that is.

Q. Have you ever heard of Docs, LLC?

A. No.

MR. TEITELBAUM: How is that spelled?

MR. ZIPES: D O C S, LLC.

Q. You don't know?

A. I don't know.

Q. I'm going to refer you quickly to the assignment which you executed in this case. We had previously marked it at the last deposition as UST/LPS 1. And if you look at the front page there, I have an index where that's indicated. I'll just continue with my numbering. We'll continue to call that UST/LPS 1.

A. Go to the one?

Q. Yes.

Actually, you indicated in your last deposition that there was a monitoring platform that monitors

activities of attorneys that would have been memorialized when this assignment was signed by you.

Do you recall that testimony?

A. I recall discussing that there's a monitoring system that would track the attorney's request to have the documents signed.

Q. Is that the MSP system, just so we're --

A. I wasn't referring to the MSP system.

Q. The MSP is something else?

A. Yes.

Q. So let me go to what is in the index in the book as index number nine. If you could just turn to that in the book.

MR. ZIPES: I'm going to ask that the court reporter mark that -- I'm going to call it UST/LPS 3.

(Whereupon, a multi-page document was marked UST/LPS Exhibit 3 for identification.)

S. Walter

MR. ZIPES: For the record, that's Bates stamps at the bottom, these are Chase-generated Bates stamps 1530 through 1596. And the record should further reflect that these are documents sent to me today by Mr. Teitelbaum by e-mail because there's another set.

MR. TEITELBAUM: To be clear, this is a second production of the same documents. This exact set was produced previously but with additional redactions and, after the court hearing yesterday, we reviewed and produced the same set again with fewer redactions and we provided the U.S. Trustee and all parties here with a privilege log.

MR. ZIPES: So the record is clear, we want to make sure that's the set of documents we're talking about right now and that's before the witness.

Q. Do you recognize these notes?

S. Walter

Am I referring to the right word when I call them notes?

A. I would call them notes.

Q. Do you know what these notes represent?

A. I would have to read them, so if you want to hold on a second.

(Reviewing).

These appear to be notes from the LPS Desktop memorializing certain activities that took place.

Q. Can you tell from anything on this document what case or loan this refers to?

A. Outside of a borrower name, I wouldn't be able to tell.

Q. I'll represent that these documents were sent to me by Mr. Teitelbaum and that he identifies these as notes for the Nuer loan.

MR. TEITELBAUM: If you don't mind, direct your attention to the top of page 1530. There's a loan number.

THE WITNESS: Thank you.

S. Walter

Q. Do you recognize what these notes are in light of that loan number?

A. Not specifically.

Q. How would you determine what loan -- who the person is that holds this loan?

A. If I was made to find out this loan, I would have to look up the loan number in the LPS Desktop.

MR. ZIPES: To move this along, Jay, can you represent that these relationship the notes from the LPS -- the LPS notes dealing with the Nuer loan?

MR. TEITELBAUM: I can represent to you that these were notes produced to my firm which were obtained from the LPS Desktop, not by me personally but they were obtained from the LPS Desktop by people with access to the desktop and it was represented to me that these are the entirety of the notes with respect to this loan, the Nuer loan.

S. Walter

Q. Mr. Walter --

MR. TEITELBAUM: Just for the record, I do not have access to the LPS Desktop.

MR. ZIPES: Who gave you these notes?

MR. TEITELBAUM: These were produced by the Baum firm.

Q. So if I asked you if these were the platform notes for this case, you wouldn't be able to tell me without further information?

A. Correct.

Q. Did you enter any notes for the Nuer loan yourself? I'm just asking a general question right now.

A. Not to my recollection.

Q. When reviewing these notes generally, are these done in reverse chronological order, sort of like an e-mail chain might be read?

A. It depends on the individual reviewing the notes.

Q. Just flip through these notes.

S. Walter

And if you turn your attention to Bates stamp 1596, which is the last page of that set of documents, you have the date there which is 3/14/08.

Are you prepared to just tell me generally how to read these notes? Do you have knowledge about how to read these notes?

A. Yes.

Q. So that date listed on -- well, 378, do you see the 378 number above that?

A. One more time?

Q. Do you see the line and the --

A. Yes.

Q. The date, which is 3/14/08, what does that date represent?

A. Looking at the note, it says process opened and the date and a user. So the date below the 378, I would read that to be the memorialization of the note.

Q. Are these notes typically, in the ordinary business, kept

contemporaneously, entered contemporaneously with the event they might reflect?

A. Typically, yes.

Q. Does LPS have any procedures in place that require notes to be kept contemporaneously?

A. I think I need you to ask me that a different way.

Q. I'll ask you that in a minute.

378, looking below 378, what is that called? Is that an entry?

A. That appears to be an entry. And in my standard business practice of looking at notes, I would take that as an automatic time stamp of an activity that happened within the desktop.

Q. When you say, "time stamp," are you referring to the date 3/14/08 at 3:29?

A. Yes.

Q. I don't know all the explanation of every single definition, but new process under type, what is type generally? What would be in that

category?

A. Typically the type would simply be a type of note entered, whether it was a new process note or you may see other notes that may say foreclosure, bankruptcy, other activities.

Q. And the process line, FC New York, other, other in this case?

A. That would represent the process within the LPS Desktop, the monitoring template that this note was put on.

Q. And then the note itself is what follows; correct?

A. Correct.

Q. In this case written by Fidelity Auto Pros Fidelity.

Fidelity is referring to LPS or the predecessor firm?

A. Yes.

Q. Let me just ask you because some terms came up here that I was -- if I see LC in the notes, does that have -- does that mean anything to you?

A. If I was reviewing notes and I

saw LC, I would read that as local counsel.

Q. Sludge cleanup? I see sludge cleanup.

A. Okay.

Q. What does that mean?

A. Sludge cleanup is a notation of reports, exception reports.

Q. What do you mean by that?

A. Reports that identify actions that need to take place within the desktop.

Q. Intercom?

A. Intercom is, in layman's terms, it would be like a security e-mail within the desktop from one person or entity to another.

Q. New image?

A. New image would be the document management, digital document housing technology solution.

Q. I want to focus on the time period for the bankruptcy filing. You'll tell me if you can't answer questions,

S. Walter

obviously, due to lack of personal knowledge or otherwise.

Let's focus on the time period of the bankruptcy filing to the date of the motion for relief from the automatic stay.

I'll represent to you that the debtor filed for bankruptcy relief on October 10, 2008.

Would you be able to identify in here where it's reflected that the debtor filed for bankruptcy?

A. Perhaps.

Q. Let me give you a clue. Because my layman's reading of this, entry two hundred ninety-three, if you can turn up to that one.

A. Okay.

Q. Does that look like it's the entry that would be made?

A. Yes.

Q. And entry three hundred, is that also an entry indicating bankruptcy was filed?

A. It is a note that would show that notification of a bankruptcy filing is received.

Q. Turning to two hundred ninety-three, Theresa Nkeze, I might be pronouncing that wrong, but do you know who she is?

A. I know who she is.

Q. And she works at Fidelity?

A. To the best of my knowledge, she does.

Q. Is this note intended to be -- directed at someone? Can you tell from this?

A. I can't really tell from this. But typically this isn't necessarily a note telling anybody anything. It's memorializing the filing that a bankruptcy was filed.

Q. Are you familiar with the Fidelity agreement between Fidelity and Washington Mutual?

A. Yes.

Q. Have you reviewed -- have you

seen that document?

A. Once or twice.

Q. I'm going to get to that a little bit later, but just generally would it be your understanding, when these notes are prepared for a loan, that these would encompass all communications among the parties involved?

A. You're talking generally?

Q. Yes.

A. Yes, typically they represented everything that happened in the LPS Desktop.

Q. Is there something on this --

MR. ZIPES: Strike that.

Q. Can you turn to entry two hundred eighty-six, please. I'm calling it two hundred eighty-six above the line or below the line.

Should I be reading two hundred eighty-six above the line?

A. I don't really use those numbers so I couldn't say.

Q. When I refer to a number, I'm

referring to the item above that number.

A. Okay.

Q. That to me seems the way it's done.

A. I'll go with you.

Q. Looking at two hundred eighty-six, it's dated 10/24/08, you'll see bankruptcy dash MFR NIE ID 9066197 sent to Steven J. Baum, PC at 10/28/08, and it goes on a little bit.

Do you know what this note represents?

A. Yes.

Q. What does it represent?

A. This note memorializes that Washington Mutual, for sake of the conversation, that Washington Mutual has referred, through their automated business rules, an MFR to Steven J. Baum on 10/24/2008.

Q. When you say referred the MFR, are you talking about the actual document or just to do it, an MFR?

A. In this particular case, both.

S. Walter

Q. So a document was sent to Steven J. Baum under this?

A. Yes.

Q. What document was sent to Steven J. Baum?

A. I wouldn't be able to tell from the notes.

Q. Would it be the actual MFR? Are we using the same term, MFR, motion for --

A. I think I understand what you mean.

No, the actual motion itself and all the 362 documents, those are prepared by the attorney later. This is simply notice to the attorney that Washington Mutual has requested, per their business rules, a motion for relief be reviewed and filed.

Q. And you mentioned for this note certain documents were sent to Steven J. Baum as well?

A. I'm assuming based on NIE ID number and a number.

Q. What does that represent?

S. Walter

A. NIE is new image.

Q. So you could find out what that document is; correct?

A. I could.

Q. But that's not listed here.

You would enter in that information presumably into the LPS Desktop?

A. Yes.

Q. And then if you turn to two hundred eighty-five now, which is the next page because we go reverse chronological here, this says MFR and those numbers again which is the image; correct?

A. Correct.

Q. Were picked up by the firm Steven J. Baum.

What does this entry mean?

A. Typically this entry memorializes that the attorney has confirmed to Washington Mutual that they have received whatever Washington Mutual has sent them. And, in this case in this note, an MFR.

S. Walter

Q. So this doesn't necessarily mean that someone physically picked up the file from LPS; correct?

A. My understanding is that this is a note that automates when the attorney has confirmed receipt through new image. Whether that's manual or not, I couldn't say based on the notes. And then new image stamps into the LPS Desktop confirming that NIE ID number 0966 and on was pulled in, those documents were received by the attorney.

Q. Does LPS have any employees at the Steven J. Baum law firm?

A. Not that I'm aware of.

Q. And this appears to be an automatically generated entry? I'm looking at auto pros, does that mean that it's automatically generated?

A. Typically, yes.

Q. If you can turn to entry two hundred sixty-seven now, please. And in the notes here, reading above, it's dated 10/27/08, 3:16 p.m. User has completed

S. Walter

the doc forward underscore client data form.

Do you see that?

A. Yes.

Q. Can you tell me what this note means.

A. You know, if I was reading this and I would take this to mean that this is a note memorializing that Danielle Montgomery completed a data form within the LPS Desktop sending an assignment of mortgage, in this case, to Washington Mutual to review.

Q. Now turn to -- who is the user? I'm sorry, staying on two hundred sixty-seven, who is the user?

A. In this particular instance I would expect the user would be Danielle Montgomery.

Q. Is there an entry that comes prior in date to this where the assignment comes in from somewhere else?

A. It may.

Q. Can you check quickly to see.

A. (Reviewing).

Okay.

Q. Do you see an entry where it came in?

A. I do.

Q. Where is that?

A. I see it on 001578 above the number two hundred seventy-seven.

Q. How would you be able to tell from this entry that that was the assignment?

A. If you also look at two hundred seventy-eight, the one directly below, these notes appear to me to memorialize Robin Schultz had submitted an assignment of mortgage through the LPS Desktop.

Q. How often do you review notes, generally, of these kinds?

A. A couple of times a week perhaps.

Q. Please turn to entry two hundred sixty-five.

Now, here it's dated 10/27/08, bankruptcy dash MFR with that number

picked up by firm Steven J. Baum.

What does this entry represent, to the best of your knowledge?

A. Generally, these are new image comments so, to the best of my knowledge, new image is memorializing documents associated with an MFR process were picked up by Steven J. Baum's office.

Q. Can you tell from this note what these documents are?

A. I can't.

Q. Can we assume that that document is what's listed on two hundred sixty-seven or you wouldn't want to make that assumption?

A. I wouldn't make that assumption.

Q. Turn to two hundred fifty-two. This is dated 11/4/08. The note says user has completed the POA underscore requisite data form with the following entries, JP Morgan to Scott Walters.

Do you see that?

A. I do.

Q. This is from the Steven J. Baum

law firm; correct?

A. It appears to be.

Q. Would you have any reason to doubt that?

A. No.

Q. And could you tell me what this entry represents.

A. To the best of my understanding, they have user has completed a POA requisite data form, exactly what it says. I guess I couldn't give you a full answer. I don't manage this process, but it appears they are requesting something.

Q. So just start me off, POA underscore requisite, what does that stand for?

A. I could guess.

Q. Is that a category or a type of document?

A. Again, I could guess.

Q. I don't want you to guess, but can you make an educated guess?

A. Power of attorney.

Q. Who at LPS would have a better

understanding of this process? You said it's not really you.

A. I don't know.

Q. Let's go to entry two hundred fifty-one dated 11/4/08. User has updated the system for the following. Power of attorney requested, completed on 11/4/08.

Do you see that?

A. Yes.

Q. Can you tell me what that entry is.

A. I could give you an educated guess.

Q. Go ahead.

A. My educated guess would be the attorney has requested a power of attorney.

Q. From whom?

A. From that note, I couldn't say for certain. But below the secondary note, it seems to indicate JP Morgan to Scott Walter.

Q. Who is asking for that? It's kind of written in the passive.

S. Walter

Who's actually asking for the power of attorney?

A. Appears to me from the notes that Steven J. Baum's office is making this request.

Q. So turn to two hundred forty, please. That's dated 11/6/08. And it's got some verbiage in the note, but on 10/27/08 do you see that line under comments, prepared assignment. Uploaded in NT through signature required process. Today checked LPS and assignment was received not signed. Will continue to monitor LPS and follow up in one week to allow time for execution.

Do you know what that note means?

A. I mean, in my day-to-day business practice of reading notes, I could tell you what I think it means. Just reviewing the note I couldn't tell you.

Q. Tell me what you think it means in your business practice.

S. Walter

A. It appears to be Steven J. Baum noting the file, memorializing that they have prepared an assignment, they have uploaded it into the LPS Desktop to be reviewed and executed, and that it isn't back yet.

Q. What does it mean assignment was received not signed, who's receiving that?

A. I wouldn't know.

Q. Well, do you read this as the assignment is not signed?

A. I read it as an assignment is not signed or, let me better state what I meant to say, is that a signed assignment hasn't been received by Steven J. Baum. Which assignment though I couldn't tell from this note.

Q. Would this assignment be signed by LPS; is that what this is saying?

A. It appears that the attorney is stating that. However, I can't tell you whether LPS would have signed this document or not without seeing the document that the note's referencing.

S. Walter

Q. Two hundred forty-one, which is I guess the one right before that, under comments on 11/4, processor requested additional screen prints, can you tell me what that specific reference is to?

A. It appears to me that Steven J. Baum has asked for additional financial information from the servicing system for some sort of review they were doing.

Q. Do you know what the screen prints are in reference to? Are they in reference to a specific program?

A. I couldn't say.

Q. You can't tell from this?

A. Not from the notes, no.

Q. Is there somewhere else that you would be able to tell? The LPS Desktop, for example?

A. Well, I could -- yes.

Q. Turn to entry two hundred twenty-five.

Before we get there, can you -- we went over an entry that seemed to say that Steven J. Baum was waiting for an

assignment to be signed.

Can you tell, looking -- I don't want you to flip through everything but just the next couple of pages, if that assignment comes in in any of the notes.

A. I don't see it here on 1570.

Q. Why don't you flip ahead a little bit and see --

A. Ahead meaning smaller?

Q. In time, yes.

A. (Reviewing).

I've looked at three pages and I don't see any direct reference to an assignment in the notes.

Q. Can you give me a reference of the last date on the note that you looked at?

A. 11/18/2008. I'm on 1567.

Q. Turn to entry two hundred twenty-five, please. And this is dated 11/7/08. User has updated the system for the following event. Document sent to client for execution. Completed on 11/7/08.

S. Walter

I think I know what you're going to say, but can you tell what document was referenced in this note?

A. Looking at the note below, I would suggest that that was some sort of affidavit in support of something.

Q. And you can't tell looking at the note below what that document is; correct?

A. I can tell that it was memorialized that it was an affidavit. But without seeing the affidavit, I couldn't characterize the document for you.

Q. In LPS' ordinary business practice, would the people entering these notes know the difference between an affidavit and an assignment of mortgage typically?

A. I couldn't say for sure.

Q. Turn to entry two hundred eighteen. And you'll see on comments -- this is dated 11/13/08. On 11/7, worksheet uploaded to LPS for execution.

S. Walter

Can you tell me what this document means, what this entry means?

A. It appears that Steven J. Baum's firm uploaded a worksheet into the LPS Desktop.

Q. And just cross-referencing back, is it possible --

MR. ZIPES: I'm not going to ask you.

Q. Turn to entry number two hundred twelve, please.

If you see the note bankruptcy MFR and there's a number, pickup by firm Steven J. Baum, PC at 11/13/08, do you see that entry?

A. Yes.

Q. Can you tell what that entry means, please.

A. Similar to what we spoke about before. This is the document management system memorializing that a document was picked up by Steven J. Baum.

Q. Can you tell where that's coming from, that document that they're picking

up?

A. I can tell it's coming from document management.

Q. But it wouldn't be -- this MFR may or may not be a reference to the motion itself?

A. My understanding is MFR here simply refers to the type of process that's currently open within the desktop.

Q. I see.

Is there a way of tracking through these notes what documents are being picked up here? In other words, is there an entry prior to this where a document was placed into document management?

A. There may be. Let me take a look.

(Reviewing).

You could track it back through line items, if that's an okay naming convention, it appears that two hundred thirteen and two hundred twelve and two hundred fourteen may refer to what was

S. Walter

uploaded to be sent to the attorney on line two hundred sixteen, and again, I'm on page 1568.

Q. That specific number shows up many times, 9066197, for example, under two hundred twelve and two hundred forty-three, two hundred forty-seven.

Is that always going to be the same document or is that referring to -- is that always going to be the same document?

A. My understanding is that number refers to -- think of it in terms of a folder of documents, digital folder.

Q. LPS doesn't destroy -- does LPS dispose of documents in that file, the digital file, while a case is open?

A. Not that I'm aware of.

Q. Can Chase communicate with the Baum firm directly under the agreement with LPS?

We had two agreements. One is the agreement between LPS and Chase; correct?

S. Walter

MR. TEITELBAUM: And WaMu.

Q. As successor in interest?

MR. CASH: I don't want you to guess about what the documents say. If there's an agreement.

Q. Do you know if there's an agreement between LPS and Chase?

A. My understanding is there's one for Washington Mutual.

Q. And that would apply to this loan?

A. I would think so.

Q. So does that agreement permit Chase to speak directly to the Baum law firm?

A. I can't say for certain, but what the document says.

Q. In LPS' general practices, when LPS is retained for default services, is the bank or servicer allowed to speak directly with the law firm?

A. I'm only allowed to speak about my department and absolutely they can, they do.

S. Walter

Q. Are they required to, as part of the ordinary business practices, required to memorialize any communications?

MR. CASH: Whose business practices?

MR. ZIPES: LPS' business practices.

MR. CASH: If the law firm is talking directly to the bank, how could LPS' business practices affect either the law firm or the bank?

Q. I'm asking do they have to memorialize it in the notes here if they speak directly to each other?

A. Well, have to is tough. My departments, I have procedure that I expect noted to be memorialized. What the banks and their attorneys do outside of talking to me I can't say.

Q. Are you in a different department than the department that oversees the notes here in this case?

A. I mean, my understanding is all departments fall into the notes. If

you're referring to what we've discussed so far, that's a different department.

Q. What department is that?

A. My understanding is it's a department called signature required.

MR. ZIPES: Let's turn your attention to Exhibit 5 -- why don't we mark it after if that's okay with everybody, we'll mark it as UST -- this is a letter from Greg Zipes to Michael Cash dated April 1, 2010. We'll mark it as UST/LPS 4.

Q. Have you ever seen this letter?

A. Not before today.

Q. Were you aware that LPS agreed to turn over certain documents to my office?

A. I remember a discussion in a previous deposition.

Q. Well, let me just turn your attention to what's in the binder as Exhibit 7 and --

MR. ZIPES: We'll mark it as UST/LPS 5.

S. Walter

Q. The cover page of this is a default services agreement between Washington Mutual Bank, FA and Fidelity National Foreclosure and Bankruptcy Solutions dated May 17, 2004.

Have you seen this document before?

A. I've seen it.

Q. When was the last time you reviewed it or saw it?

A. I've never reviewed it but I've seen it. I can't recall the last time I've looked at it.

Q. And you testified the last time around that you had nothing to do with the preparation of this document?

A. No. Yes, that is --

Q. I asked that in a bad way. Right.

Well, let me just go over some terms.

Transition services, if the agreement makes reference to transition services, do you know what that would

mean?

A. I don't know.

Q. Default services?

A. I don't know.

Q. In the ordinary course of your business, would you keep this agreement somewhere close by?

A. I would not.

Q. How would you know what LPS' duties and responsibilities are to Chase? How do you generally know what LPS' duties are to Chase?

A. I typically have certain procedures and obviously weekly, daily phone calls with representatives with Chase discussing the LPS Desktop.

Q. Are your obligations written down somewhere?

A. I have procedures, sure.

Q. What is that, a procedures book? Just tell me what that is.

A. We have a procedure book.

Q. Is that for Chase specifically?

A. There is specific digital books

S. Walter

and one would be specific to -- to my understanding, it would be specifically called Washington Mutual.

Q. Why don't you turn, within that document, turn to the back -- if you reference it, this was produced by your counsel, LPS 64.

Obviously, this is partly redacted, but it's listed schedule three on the top and it says default services scope.

Have you seen this, this document before?

A. I think I have.

Q. Is this a document that would be in your procedures book?

A. No.

Q. Is it your understanding that these are the services provided by LPS as it relates to bankruptcy services?

A. This appears to reference some services I'm aware of.

Q. Well, why don't you flip through it quickly. There's about -- it's to 67.

A. (Reviewing).

Yeah, I don't manage a lot of this. I mean, the concepts of course --

Q. Would it be your understanding that these are the services provided when a lender is in -- not a lender, a mortgage holder is in bankruptcy?

A. I mean, it may. Again, I've only looked at this maybe once or twice and some of the concepts seem to be procedures I have. I couldn't speak directly to these concepts as they're presented here.

Q. So your procedures are consistent with this list?

A. I couldn't say for certain that everything on this list, but there are certain lines that I'm reading that correspond to procedures I have.

Q. Is there someone at LPS who would be more familiar with this than you?

A. Perhaps.

Q. Do you know who that would be?

A. I wouldn't know who the best

S. Walter

person to talk to would be.

Q. Does anyone check your procedures manual that lists apparently services provided by LPS within LPS to make sure that it's consistent with the actual underlying agreement?

A. I guess I can answer your question that my procedures are reviewed by somebody other than me and my management team, yes.

Q. Within your management team, you said?

A. Uh-huh.

Q. Who would that be?

A. The people reporting to me.

Q. But to your knowledge, no one else reviews that procedure manual?

A. Oh, no, certainly other people do.

Q. Does someone outside of your -- people you manage also review that procedures manual?

A. Certainly.

Q. Do they review it, do you know,

to see if it's consistent with what the underlying agreement is between LPS and Chase?

A. That I couldn't answer.

Q. So what do you do, you submit the form every once in a while to the procedures manual and it comes back to you and you don't know who's reviewing it or why?

MR. TEITELBAUM: Objection to form.

A. Oh, no, I know who's reviewing it.

Q. Who's reviewing it then?

A. Chase.

Q. Now, you signed an assignment in this case.

Is there anything in your procedures manual or in this schedule that gives you authority or permission to sign the assignment?

A. I mean, authority, I would expect to see some form of power of attorney. I don't know if it's in this

document or not.

Q. But you'll represent to me today that there is a -- that signing an assignment at the time of the bankruptcy filing was within the scope of your employment?

A. Yes.

Q. It might be here somewhere in schedule three? I don't know if you can find it or not.

MR. CASH: I don't know if it's on the schedule but there's a power of attorney authorizing certain people to sign.

MR. TEITELBAUM: Why don't you look at LPS 065, line item ninety-seven. It's on the schedule three. LPS 65. It's not same document that was being referred to.

A. I'm sorry, I missed the question. But I'm with you now.

Q. Well, I don't think you have personal knowledge of this so I'm not going to ask.

S. Walter

You don't have personal knowledge of what's in here; right?

MR. TEITELBAUM: Wait, you just asked him if a question if there was anything in this document that he could identify that gave him authority to execute an assignment. You couldn't find it. I helped you. Let him answer the question.

Q. Go ahead.

A. I see line ninety-seven on page LPS 65 appears to be in line with my procedures that give me certain authorities to sign certain documents.

Q. And again, I'm not trying to trick you, but I think you testified that you don't do that anymore, is that correct, that you don't sign assignments?

A. I don't, no.

Q. But does LPS still sign assignments?

A. I don't know. I don't think so.

Q. I'm talking generally, not just in this case.

S. Walter

A. Oh, no. Then we don't.

Q. That's a rule that has been -- I'll call it a rule but LPS employees have been directed not to sign assignments recently?

MR. TEITELBAUM: Objection. Relevance.

MR. CASH: Are you asking have they made a decision not to execute documents?

MR. ZIPES: Yes.

MR. CASH: That's what he's asking.

A. Yes, we've made a decision not to execute documents anymore.

Q. And that's across the board or just to assignments of mortgage?

MR. TEITELBAUM: Objection again. Go ahead.

A. My company, we don't sign any documents.

Q. I don't need the exact date, but was that implemented within the last year?

A. Yes.

S. Walter

MR. TEITELBAUM: Objection.

Go ahead.

MR. CASH: Can we go back to one thing because I just want to make sure we don't have a semantics problem.

MR. ZIPES: Go ahead.

MR. CASH: The contract has the -- basically where it says they'll execute documents but you used the word "authority" which I think comes from the power of attorney. So I just I don't want to have a legal misnomer. I don't think without the power of attorney that contract gives them authority to execute documents, so if we're talking legal authority as opposed to contractual agreement.

Does that make sense?

MR. ZIPES: It does.

Q. But I guess contractually this provision has been superseded by your policy; correct? In other words, if a contract says you have the authority to execute assignments, affidavits,

declarations, support of motions, the policies of LPS have now superseded that and you wouldn't -- LPS couldn't honor that provision?

MR. TEITELBAUM: Objection.

Go ahead.

A. Having read that in detail for the first time today, I find it difficult to answer. But yes, while I see it there in the document, that's no longer a service we provide.

Q. There's a reference in here, and you can accept my representation to that, to a procedures manual. That's actually in article 17.1.

Is that the procedures manual that you're referring to that guides your activities?

A. Let me just take a quick peek just to make sure.

What was it again?

Q. Article 17.1, if I've got that right.

A. (Reviewing).

S. Walter

This appears to be making reference to a procedure manual that we certainly do keep. Whether this provision back in 2004 was met at the time I couldn't tell you. I don't know.

MR. ZIPES: Mr. Cash, just to cut through some of this, can you just represent that these redactions relate to pricing generally?

MR. CASH: My recollection is generally pricing or very client-specific requirements that would be certainly confidential information. But nothing that would have anything to do with this case or anything having to do with the execution of this document.

MR. ZIPES: And schedule three, and I know you're not the witness here, but the materials redacted, does that deal with the pricing?

MR. CASH: Some deals with pricing and some deals with other areas. Like this is a bankruptcy

S. Walter

case. So if it was some other kind of case, those are redacted because they have nothing to do with this kind of case, it's not a bankruptcy service.

MR. ZIPES: That would be a different schedule though; right? I've got you.

Q. Let's go to what I marked as -- what's in the exhibit book as Exhibit 6.

MR. ZIPES: We'll mark that as UST/LPS 6.

Q. Have you seen this document before?

A. I have seen this document before.

Q. And what is this document?

A. It appears to be a network agreement.

Q. This is between again Fidelity and Marvin R. Baum? Do you see that on the top?

A. I've seen documents like this before, but I can't tell you if I've specifically seen this one. But I do see

S. Walter

what you're referencing in the first paragraph.

Q. Tell me generally about network agreements.

Are they typically between LPS -- I'll use LPS even though this says Fidelity National -- and a law firm?

A. I have to tell you that I'm not involved with these either but I do, in my normal business, understand that they exist and they are typically between an attorney and, in this case because of the date, Fidelity or LPS.

Q. And what does this network agreement do, generally, to your knowledge?

A. To the best of my understanding, it's just generally a network agreement that permits LPS and their attorney to put or to utilize the LPS Desktop so the servicers, attorneys can use our technology.

Q. Let me direct your attention now to what's in the UST book as Exhibit 10.

S. Walter

MR. ZIPES: We'll call this UST/LPS 7.

Q. Ignore the letter on top. Just flip the page in that, please.

MR. TEITELBAUM: Is the letter part of the exhibit or not?

MR. ZIPES: It is part of the exhibit but I'll direct the witness' attention to Bates number 1219 and 1220.

Q. Have you ever seen --

A. Am I in the right place?

Q. Yes.

Do you know what this document is?

A. Not specifically.

Q. Have you seen a document like this before?

A. I have.

Q. What is your understanding of what this document is?

A. It appears to be a picture of a screen on a servicing system.

Q. Can you tell what servicing

system that is?

A. It appears to be -- I don't know what the best way is to call it these days, but I think you mentioned MSP earlier.

Q. Is this the LPS MSP system?

A. To the best of my understanding, yes.

Q. Is there something on this where they identify this as LPS?

A. I don't know where to look to tell you. I don't know. It doesn't appear to.

Q. But it does -- as you said, it looks like an LPS document.

A. I don't think I said that.

MR. TEITELBAUM: Objection.

Q. Go ahead, I'm sorry.

A. It appears to be a picture of a servicing system and I think, you know, while LPS has a servicing system product, I don't have anything to do with it. I know what it looks like. I see it.

Q. I won't ask you about this

document then, but would you have access to the LPS networking -- you don't know if this is the MSP system, but is this similar to what an MSP system would look like for LPS?

A. It appears to be pictures of an MSP system. But not seeing it before, I wouldn't have a way to --

Q. If you just look at 1219, I don't want to be unfair, but if you look at the screen, would you know what this information represents on the screen?

A. I mean, typically -- the screen is called loan transfer history. It appears to show a history of information. But outside of that, this specific screen, I haven't seen this particular document before.

MR. ZIPES: Let me just take a moment with Mr. Gardner.

(Whereupon a break was taken)

Q. Mr. Walter, let's go back to what I had marked as UST/LPS 3 but it's easier to find it in the index book as

index number nine. And we'll focus on the period between the bankruptcy filing and the motion to vacate the automatic stay, when that was filed.

Are you aware that there were two assignments of mortgages prepared in this case?

A. No.

Q. On these notes, what is the reason that you time stamp the notes?

A. Every note receives a time stamp to memorialize the history of whatever activity or action is taking place in the desktop.

Q. And why do you do that?

A. Well, I don't know why we do that.

Q. Turn to entry -- and I might have this a little bit off but three hundred forty-two. The way I've been doing this, this is three hundred forty-three, Bates stamped 90.

Do you see that?

A. Yes.

S. Walter

Q. There's some scribble there, but it says written by Sharon Hayak, Steven J. Baum.

Do you know who Sharon Hayak is?

A. I don't think so.

Q. Is it safe to assume that she's from the Steven J. Baum law firm?

A. She has a Steven J. Baum sign-in, so yes.

Q. Per attorney Szeliga, S Z E L I G A, do you know attorney Megan -- it says very truly yours, Megan Szeliga?

A. I don't think I know who that is either.

Q. Would that be with the Steven J. Baum law firm as well?

A. That's hard to say. It could have been pasted. There's redacted material here. I can't say.

Q. If you go right below that, three hundred forty-four, Jeanine Roskow, do you know if she's with the Steven J. Baum law firm?

A. I can't say for sure.

S. Walter

Q. But her name is right before the Steven J. Baum law firm?

A. Correct.

Q. So it's safe to assume that she's with the Steven J. Baum law firm?

A. Yes.

Q. Turn to three hundred sixty-eight, please. Actually, it's the one below that, three hundred sixty-nine.

Kelly Burke, do you know who that is?

A. I don't.

Q. Do you have any dealings yourself with the Steven J. Baum law firm?

A. I do.

Q. How often do you speak with someone at the Steven J. Baum law firm?

A. Not regularly, but I don't recall speaking with these people. I do see that the process on all of these is foreclosures and perhaps these are foreclosure people, I don't know.

Q. When is the last time that you've spoken with somebody at the Steven

J. Baum law firm?

A. More than thirty days ago.

Q. Who is the last person you spoke to?

A. Typically it would be Amy.

Q. Amy Polowy?

A. Thank you, yes.

Q. And Natalie Greg, is she another person you speak to?

A. Not regularly. That name rings a bell but I can't say for certain.

Q. Do you know what Pillar is, P I L L A R?

A. I need some context.

Q. It's connected to the Steven J. Baum firm.

A. No, I don't know.

Q. Do you know if there's another entity -- do you know where the Steven J. Baum firm is located?

A. My understanding is they're upstate, near Buffalo.

Q. Do you know if there's another entity associated with Steven J. Baum?

S. Walter

A. Not that I'm aware of.

MR. ZIPES: Counsel, I'm going to ask that we get the image file of this loan. You can take it back and consider it but we're making that request of getting that entire electronic file. Maybe that's something --

MR. TEITELBAUM: I'll take it under consideration as well.

MR. CASH: Wouldn't it be easier to get it from one of the parties in the case?

MR. ZIPES: That's fine, I'll take it from whomever wants to give it to me. Please consider that. That's a request that we're making.

The other thing is that I want to reserve our rights with respect to LPS. The letter agreement dated April 1, 2010 was somewhat heavily negotiated. Mr. Walter was produced. One of the topics of discussion was the LPS Default Solution, Inc. and the

S. Walter

relationship between them, JP Morgan Chase and the Steven J. Baum law firm as concerns this case only. This witness has testified that he doesn't have knowledge about a large part of this file. So we're going to reserve our rights. We're going to have a series of depositions taking place with other parties in this case and we may or may not be approaching LPS under this letter in good faith asking them to produce another witness here, but we're going to try another person and try to get that information some other way.

So I'm going to turn this over to the debtor's counsel for questions.

EXAMINATION BY

MR. GARDNER:

Q. Hi, Mr. Walter. I'm Max Gardner from Shelby, North Carolina. If you have trouble understanding my accent, please be sure to ask me to repeat the question. And we'll go under the same rules that Mr.

S. Walter

Zipes indicated to you.

Let me just make sure I understand the current structure because I'm a little bit confused between the entities.

Fidelity National Foreclosure Solutions is no longer in existence; is that correct?

A. That's my understanding, yes.

Q. And that's sometimes referred to as FNIS?

A. I've heard it referred to as that.

Q. As FNS, you've heard that term before?

A. I've heard many different divisions of those companies called all those things.

Q. As far as you know, the functions performed by those companies using that name or any variation of it are no longer performed under those names now?

A. I couldn't speak for certain about all the various names. I can tell

you my company doesn't perform under those names anymore.

Q. And in the documents we've looked at today, any time we see a reference to Fidelity or FNIS or any similar terms, that would really refer to your company now?

A. Correct.

MR. CASH: I'm going to object to that question unless you know all the corporate structures like Fidelity National Information Services, FNIS, is your company now? Don't guess.

A. I would be guessing when I say yes, but I can say that typically within those notes typically it's my company involved.

Q. And your company that you work for, the exact name of your company is what, sir?

A. LPS DS.

Q. And what does the DS stand for?

A. Default Solutions.

Q. And is there a separate entity

referred to just as LPS, Inc.?

A. Yes.

Q. And is that a related company to LPS Default Solutions?

A. To the best of my understanding, they are the parent company. I don't know how that works.

Q. Now, have you worked for LPS Default Solutions since that company was first organized?

A. I currently work there, yes, and throughout the reorganization.

Q. You work for that company?

A. Yes.

Q. And your specific job title is what, sir?

A. Vice president of operations.

Q. And what operations are included within your obligations as vice president?

A. I direct groups that support the servicers and their attorneys in using the LPS Desktop to monitor certain default activities.

Q. And how would you define default

activities?

A. The servicers define them as tracking motions within the court, tracking certain ancillary processes, certain servicing activities that happen when a bankruptcy is filed just to move the file from a collection state to a bankruptcy state.

Q. And I believe you testified at your first deposition that about eighty employees work for you; is that right?

A. Correct.

Q. Is there a name for that department?

A. Bankruptcy actions.

Q. Do you have separate teams for each servicer?

A. I don't.

Q. Does LPS Default Solutions have separate teams organized for each servicer?

A. Some do, some don't.

Q. Why would some have teams and others not?

S. Walter

A. I don't know.

Q. Does Chase have a team?

A. Can you ask that a different way?

Q. Do you have a separate team of employees that are assigned strictly to do default servicing work for Chase?

A. No.

Q. Can you give me the names of any servicers you would have teams designed to do specific default services work for them?

MR. TEITELBAUM: Objection.

MR. CASH: No, that's beyond the scope of the letter agreement and that's discovery into Fidelity.

Don't answer that.

Q. Would you be able to tell me why you would have a team for one servicer and not a team for another?

MR. TEITELBAUM: Objection.

MR. CASH: No, again, confidential information. We're not going into it.

S. Walter

The letter agreement is very specific. This is not a deposition about Fidelity. We will be more than happy to talk about things that took place in this case but we're not going into Fidelity or LPS. That's not why we're here, Mr. Gardner. We were very specific in our letter agreement.

MR. GARDNER: I understand that but I think that's related to this case.

Q. You mentioned signature required.

Now, that's a function of LPS Desktop; is that correct?

A. It's a concept.

Q. What do you mean by that?

A. It's a concept. There are many procedures within it.

Q. Give me an example of five procedures within signature required.

A. The LPS Desktop allows the attorney through a portal, when they have drafted their document for the bank or

their case or whatever it might be, they can systematically submit the document in a secured digital way into the desktop through a signature required portal. Then some additional services that I can tell you about today would be we will provide services of printing those documents out; creating cover letters for ease of reference for the bank, the servicer who has to review the document; we provide services of mailing the documents in next day air secured fashion; also we provide the documents digitally when ink isn't required at the time of the transaction.

Q. So the LPS mailing function would be another service you provide that you mentioned; is that correct?

A. It could be characterized as a service.

Q. Now, in this particular case, the request for the assignment you've identified in these notes came from the Baum law firm; is that correct?

A. To the best of my ability to

read the notes, yes.

Q. That's the way you read those notes?

A. Correct.

Q. And do you know the reason or purpose why they would have asked for that assignment?

A. You would have to ask them.

MR. TEITELBAUM: Objection.

Q. What would be in your protocols the reason why an LPS network firm would ask for such a document?

MR. TEITELBAUM: Objection.

MR. CASH: It assumes it's in the protocols why someone would do something.

MR. TEITELBAUM: Also to the extent that it's asking for attorney-client communications.

Q. Mr. Walter, is there a protocol for a signature required document in your agreement, the document you mentioned involved in Washington Mutual?

A. I'd have to look at it.

S. Walter

Would you like me to look at it?

Q. Well, no. You mentioned you had a digital protocol.

A. Yeah, but I also mention that I don't manage those services. I mean, I don't know how specific I will be for you but I will try. I see where you're going now.

Q. Is there such a protocol in your digital notebook for Washington Mutual?

A. I don't have personal knowledge of what it looks like, but my company's protocols that I have procedures, other divisions within the company also do, so I feel safe telling you they exist but I can't tell you much more than that.

Q. Now, in this situation in this case the request you got from the Baum firm, are these called intercoms or communiques or what terms do you use to refer to a request like that?

A. We use the term "request."

Q. What is the term "communique" used for? I've seen that in these notes.

S. Walter

A. I don't know.

Q. What does the term "intercom" stand for?

A. An intercom is just an internal secured, like layman terms, it's an e-mail within the system.

Q. What if someone raises an issue? I've seen issues raised in these notes with respect to this case. What does it mean when someone raises an issue?

A. An issue is a request for something.

Q. Could it be a request for an assignment of a mortgage?

A. I don't believe there's an issue for that.

Q. What would be an example of say four or five issues that could have been raised in this case that we have today?

MR. TEITELBAUM: Objection.

MR. CASH: Objection. You don't have to guess what could have been raised. If you want to talk about what was raised, that's fine.

S. Walter

A. Without knowing the case, which I haven't really read the case, I haven't looked at the loan, so the issues are very dependant on particular requests. I wouldn't be really able to tell you.

Q. What is meant by issue resolved?

A. Just that the request was closed.

Q. And is that time dated when the issue is closed?

A. Yes.

Q. Is that -- when an issue is raised, is that issue time dated and stamped when it's raised?

A. Yes.

Q. And what is the reason to measure the time between the point an issue is opened and an issue is closed?

A. I need context.

Q. Is there some reason you, your company, wants to know the time period between when an issue is opened and when an issue is closed?

MR. CASH: No. Objection.

S. Walter

You're not going to answer that. That gets into our internal procedures and what's important to us and not important to us.

If you have any questions about this case, Max, you can ask him, but we're not going to do this. We have a very heavily negotiated signed agreement as to what this is and this is not discovery into LPS.

MR. GARDNER: We're asking about the documents you produced trying to understand what is in these documents.

MR. CASH: We produced the documents so that everybody could understand the relationship. That's as far as we're going. We were not going to explain our business practices and I made that very clear before we came here.

MR. GARDNER: So you're saying you're not going to explain what terms mean in these documents?

MR. CASH: No, he's defined

S. Walter

terms. You said why is it important between when an issue is opened and when an issue is closed to measure that time. That gets into our internal business and we're not going there.

MR. GARDNER: Well, we've already been to the issue of when these assignments were actually ordered, when they were produced, and when they were posted with an unsigned document.

MR. CASH: Well, no.

MR. GARDNER: Yes, we have.

MR. CASH: Okay.

Do you have any other questions about this loan? Because we'll be happy to answer.

Q. Let me ask you -- in these documents you produced, we see a lot of hold requests.

What is that, is that something LPS puts on a loan for some reason or is that something the attorney puts on the loan for some reason?

S. Walter

A. Again, I'd have to look at the loan, but generally, typically a hold is again a request for information but the action, whatever it may be, needs to pause.

Q. We also have in this particular document that the trustee has identified as U.S. Trustee LPS 3, which is all the notes on this case, we have a series of requests that have been posted to reset timelines or reset dates or reconsider.

A. I don't remember seeing that, so if you can shoot me with a page number.

Q. If you'll look at page 1576 and I'm looking at entry two hundred sixty-three. I'm looking from the bottom up. This is the note dated 10/29/2008, 4:13 p.m. from Dawn Coppola of the Baum firm.

Do you see where the reference is to type?

A. Uh-huh, yes.

Q. And the word "reprojection?"

A. Yes.

S. Walter

Q. What does that mean, sir?

A. Like any system that's going to track certain activities, it's going to have a template. This reprojection is simply a request to extend the template.

Q. And who has made that request?

A. It appears to be Dawn Coppola of Steven J. Baum's office.

Q. Is that request something that has to be approved by LPS Default Solutions?

A. Not necessarily. We'll definitely review them.

Q. And if you denied that, would there be a note that the request to reproject was denied?

A. There would be, yes.

Q. If the reprojection was approved, would there be a request that that reprojection had been approved?

A. Yes.

Q. Now, if you look at two hundred sixty-two right above that, we've got reprojection. Again, this is 10/29/2008

at 4:29.

Is this an automatic response by the system?

A. It appears to be.

Q. And what does this response indicate, sir?

A. It indicates that the reprojection was approved.

Q. Is there some logic built in the system that is designed to automatically approve or disapprove these requests?

A. Yes.

Q. There is?

So no actual employee of LPS Default Solutions would have made this decision, the system made it?

A. Yes.

Q. If we look at entries two hundred seventy-two and two hundred seventy-five, all those are normally printed in reverse chronological order like this.

Would this be a normal way you would print out one of these documents?

A. I wouldn't normally print them out.

Q. You'd just look at them on the system?

A. Correct.

Q. What if you did a screen print, would they print out this way?

A. I've never done one so I don't know what they would do.

Q. Have you ever seen a document like this printed out?

A. Once or twice, but it's not common to see this in this format. Notes can be exported, of course.

Q. Looking at this document on page 1579, would this be the way the information is actually entered in the system if you are looking at the system on your monitor?

A. If you were in the note section, yes, it would look similar to this.

Q. So you have a note section; right?

A. Correct.

S. Walter

Q. You have an image section, I assume?

A. Correct.

Q. And what would be in the image section for a loan like this loan?

A. Whatever documents Washington Mutual wanted their attorney to have.

Q. And where would LPS Default Solutions acquire those documents?

MR. CASH: I object to the form of the question. It assumes we acquired them.

A. Can you ask me in a different way?

Q. How would those documents be transmitted from say Washington Mutual to LPS?

A. Washington Mutual would submit them through the technology solutions into the system.

Q. So they would have LPS Desktop on site?

A. No, the LPS Desktop is a system. So if Washington Mutual has a digital

collateral file and they want their attorney to have it, they can use LPS technology to move the digital copies along.

Q. And that would be through new image to do that?

A. Correct.

Q. So would that document come through your system so that you would make an image of it, also, before it went to the attorney or would it go directly from Washington Mutual to the attorney?

A. It would be within the system and both entities are in the system. They would directly send it to the attorney through the system.

Q. And would LPS Default Solutions make a copy of that image and save it in the client's file in the LPS new image system or the collateral file for that particular debtor?

A. Well, we don't characterize it as a collateral file. It's whatever documents Washington Mutual wanted their

attorney to have. If you were in the LPS Desktop and you had a secured sign-on and you were in it, you would see the documents and the processes that are the notes here. It's one concept, it's just different folders. Here's a document folder, here's a process folder, here are the notes in the middle.

Q. Is there any document review fee that LPS Default Solution imposes for a network attorney to review a document?

MR. CASH: Objection. We're not talking about that. That is specifically in the letter agreement.

Did you read the letter agreement at all?

MR. GARDNER: Yes, I did.

MR. CASH: Fees are specifically enumerated as something we're not going to talk about.

Q. Mr. Walter, the U.S. Trustee had asked you about a number of these entries that were posted in the LPS default notes after the date you signed the assignment

of mortgage in this case.

And you have testified before that you have signed this document on November 1, 2008; is that correct?

A. Correct.

Q. And this is a copy of a document you previously identified as the assignment; is that correct?

A. Can you give me a number of where it's here?

MR. ZIPES: It's in the binder as two.

A. I did testify that that's my signature.

Q. Is that your handwriting on the date?

A. No, it is not.

Q. Do you know whose handwriting that is?

A. I do not.

Q. So you signed this document with no date on it?

A. No, I specifically wouldn't have signed it if the date is missing.

S. Walter

Q. And is that your handwriting where it has in block letters Scott Walter, attorney-in-fact?

A. It is not.

Q. Do you know whose handwriting that is?

A. I do not.

Q. Now, the power of attorney form that has been produced and that's on tab three, the limited power of attorney, says that you have authority to sign documents in what capacity for JP Morgan Chase Bank?

A. Can you rephrase that for me?

Q. Yes.

You made reference to the power of attorney form and that's behind tab three.

Do you see that document?

A. Yes.

Q. Is that the document you would access to make sure you could sign a document?

A. Yes.

Q. And would that be something that

S. Walter

would be in LPS Desktop?

A. It may. But I don't know.

Q. How would you normally determine that you had authority and what authority you had to sign a document?

A. I would have a book like this with my signing authority in it and my protocols for signing, my procedures.

Q. And in the book you would have tabs for every entity you had signing authority for?

A. Yes.

Q. And your normal practice would be to look in the book for that particular entity and make sure you have signing authority?

A. That would be my normal practice.

Q. Now, this document on tab three, the limited power of attorney, says you have signing authority in what capacity for JP Morgan Chase?

A. I think you're asking me attorney-in-fact is the capacity they gave

me.

Q. Well, in the document I'm looking at, it says you can sign as a vice president.

Is that correct?

A. I don't read it that way. I'm not an attorney.

Q. Have you ever signed a document as a vice president for JP Morgan Chase?

A. I may have but I don't know. I can't say.

Q. So the only thing that you were reviewing when you signed these documents is whether or not that particular customer -- is that the way you refer to a servicer, a customer?

A. I call them a servicer.

Q. You would look to see if you had authority to sign a document?

A. Correct.

Q. And if you did, then you would sign the document?

A. Correct.

Q. And would you review anything

else on the document itself?

A. Yes.

Q. What else would you review?

A. I would make sure that I had a signatory block and that there were no blanks. If there were blanks, I wouldn't sign it, I'd reject it.

Q. Give me an example of a blank. You mentioned the date, that would be one if it wasn't dated.

A. That would be one or underneath my signature line there, perhaps there was that additional prep work of printing out my name so I wouldn't have to. If that wasn't there, I wouldn't sign it. Or if perhaps the entire signature block itself, if the actual entity name was missing, I wouldn't sign it.

Q. Do you check anything else that's printed on the document before you sign it?

A. I -- no.

Q. Now, I believe that you testified at your earlier deposition that

S. Walter

the person who notarized your signature is also an LPS Default Solutions employee; is that correct?

A. Yes.

Q. Is it Adrian Mitchell?

A. Yes.

Q. Is she someone assigned to work under your supervision in your group?

A. No.

Q. What group does she work for?

A. Signature required.

Q. How many people work in that group?

A. I don't know.

Q. How would you get a document to that group?

A. They would bring it to me.

Q. And do you have a time frame or a certain period of the day when you bring documents to you?

A. I typically didn't. I was pretty open with that. Every other day they would come up and say do you have time, I've got three for you. I would

take a look at it, they'd watch me sign it, and then they'd take them back.

Q. Would there be any reason why the document in this case, the assignment that we're discussing this afternoon, would have been brought to you as opposed to someone else?

A. Not that I'm aware of other than my name was on the list and perhaps I was in the building that day.

Q. So we're looking at this limited power of attorney on tab three.

And the individuals listed there, are these all employees of LPS Default Solutions?

A. To the best of my knowledge, it appears they all are.

Q. Are they all current employees?

A. To the best of my knowledge, they all are, but I can't say for certain.

Q. Would there be some protocol or procedure about which one of these individuals would be requested to sign a document like in this case?

S. Walter

A. I don't know. Maybe.

Q. Mr. Walter, when we were looking at the notes in this case, the ones where the redactions had been removed, I'll ask you to look again at page 1572. The number I'm going to look at is two hundred thirty-nine. I'm looking at that to apply below the line as opposed to above the line.

Is that how you interpret the numbers?

A. It's irrelevant to me. However you want me to look at it.

Q. Would you call this document from Jennifer Fest of Steven J. Baum on 11/16/2008 at 2:05 p.m. a communique or would this be an intercom? What would you call this?

A. This is a reprojection request.

Q. And what is the basis for that reprojection request?

A. I don't know, it's redacted.

MR. TEITELBAUM: I don't know if you're looking at the same.

S. Walter

MR. ZIPES: You have to go to the next one, tab nine.

THE WITNESS: Thank you.

Sorry, can you start over?

Q. If you look at the entry on 11/6/2008 at 2:05 p.m., that's from Jennifer Fest of Steven J. Baum.

Is this -- would you consider this a communique or an intercom or what would you call this?

A. This is a reprojection request.

Q. And what is the basis for that reprojection request?

A. Just reading from the notes and not necessarily having the context, it looks like, hey, I drafted an assignment and I submitted it through signature required. I don't have it back yet.

Q. Now, if you look at the rest of that particular note, it says, "today checked LPS and assignment was received not signed. Will continue to monitor LPS and follow up in one week to allow time for execution."

S. Walter

Does that mean that Jennifer Fest looked through the LPS Desktop system at that document on 11/6/2008 and saw that the assignment of the mortgage in this case had not been signed by you on that date?

MR. TEITELBAUM: Objection.

Q. You may answer.

A. I mean, I can't say for certain what Jennifer was looking at. General practice, if I was reviewing this note, I would pick up the phone and call for her to get a clarification. But the way I read this is, hey, I submitted the document within the desktop, I saw that you got it, but I don't see that you're sending it back to me yet and they're following up.

Q. Would this indicate to you that she uploaded that document in the new image system through LPS Desktop on 10/27/08?

A. She's saying she did. But the note itself, you would have to go back to

S. Walter

that day to confirm.

Q. If you look on page 1576 --

A. I'm sorry, I'm with you.

Q. That's the date she uploaded the assignment of mortgage?

A. I believe so, yes.

Q. And she is then checking the system.

And would this be an automated thing she would do at the Baum law firm to check? Is there some preprogrammed timeline in the system to see if I sent a document to LPS Default Solutions it should be back by a certain time?

MR. TEITELBAUM: Objection.

A. There's no timeline. But the templates obviously by definition have to have some sort of starting gauge for a template to be a template and this is simply her saying my template says and I need to request, the template gets moved because of A, B, or C in this case, I submitted a document but I'm not seeing that I have it back yet.

S. Walter

Q. Now, could you define for me what you mean by template.

A. Okay.

A process, a template -- let me put it in the prospective of a case monitoring system for you.

You've got some kind of system where you're going to put your file in, I took a case, and you're going to have some way to track I made a phone call today, I made an e-mail tomorrow, and you may have a standardized way you manage your staff on how they work through something. That's what I mean by template.

In an example, a template would be the various milestones Washington Mutual defined as being in their template when their attorneys work on a possible 362 motion.

Q. Which would be a motion for relief from stay?

A. Correct.

Q. When you mentioned the word "milestone," could you define how you're

S. Walter

using that term with respect to this case.

A. In this particular situation in this case, when I say milestone, I would mean the Washington Mutual sending the loan to their attorney would be a milestone, the attorney confirming they received the file from their client, then the standard template in this particular case flows through in a very simple way a couple of steps that the MFR is filed, when's the hearing and/or objection deadline date, and a place then after that for the attorneys to go in and confirm and memorialize the results of the hearing or the objection deadline.

Q. For example, the final milestone would be the order's entered by the court granting relief from stay or conditional granting relief from stay?

A. Typically, yes.

Q. And part of the LPS Desktop process management system -- PM; is that what you call it?

A. I call it the desktop. I know

what you mean.

Q. Part of the process management as applied to this particular case would be to monitor those milestones as set by Washington Mutual?

MR. CASH: No, now we're getting into our business practices again.

Don't answer that.

MR. GARDNER: He's used the term.

MR. CASH: I understand he used the term. I let him go that far but I'm not going to get into what our job is and what we monitor and don't monitor. That's our business practices again.

MR. GARDNER: Mr. Cash, we've got a record right here. I don't think we went beyond anything --

MR. CASH: He's testified about milestones.

MR. GARDNER: I asked him what those are.

MR. CASH: He's told you what they are. Now you're asking about is

S. Walter

it part of our services to monitor the milestones. Now, that's getting into what we do and what we provide in this discovery is not designed for that. And if you would go back and read the letter agreement, I was very specific about that. This is not discovery about LPS.

Q. Mr. Walter, does a reprojection request, and that's what we're looking at on two hundred forty, relate to one of these milestones you referred to?

MR. CASH: Objection.

Don't answer that.

We're not talking about what we do. As to this case or any other case, we're not talking about what our reprojections are. That has nothing to do with anything relevant to this lawsuit and we're not testifying about our business practices.

MR. GARDNER: Well, it is relevant to this lawsuit --

MR. CASH: I'm not going to argue

S. Walter

with you. He's not going to answer.

MR. GARDNER: Let me just put on the record that what we have here is an assignment that is dated November 1, 2008.

MR. CASH: Correct.

MR. GARDNER: We have a note in your client's records dated 11/6/2008 that says they have reviewed the document and it has not been signed.

MR. CASH: Well, then you're going to have to ask the person who put that note in what she meant because the document was signed by that point in time. What that has to do with a reprojection request -- if you want to ask him if he signed the document on November 1, he'll tell you. But we're not going to get into what reprojection requests are generally, what they do, why they're there. We're not doing that.

MR. GARDNER: Well, he just did it.

S. Walter

MR. CASH: Then I've already let him testify a lot more than I probably should have. There you go. Consider it a gift. We're not going to talk about our reprojection requests and what our policies are and what we monitor. That's not what we're here for. We're here to help you on this case where you represent the debtor.

Q. Mr. Walter, are you going to follow your attorney's instructions not to answer that question?

MR. CASH: Yes.

A. Yes. But I would like to say that I have no idea what Jennifer Fest was thinking on 11/6/2008 or why she put that note in that way.

Q. Can you testify, sir, with one hundred percent certainty that you actually signed this assignment of mortgage in the New York case on November 1, 2008?

A. Absolutely.

Q. And how you can do that, sir?

A. Because my signature is on it.

Q. And your testimony is you would not have signed it on that day if the date had not been inserted?

A. Absolutely not.

Q. Now, if we look at, for example, number I'm going to call it two hundred thirty-seven on this same page. This is another Courtney Angelo intercom or communique.

What would you call it, sir, the one on 11/7/2008?

A. There's a couple there.

Q. The one under two hundred thirty-seven, below the line.

A. That's a request to have a document through signature required.

Q. And the typed DDF, you said that refers to what?

A. DDF is an abbreviation for the words "dynamic data form."

Q. What does that mean, dynamic data form?

A. It's a digital form.

S. Walter

Q. Would the assignment of mortgage in this case be in the format of a digital form?

A. I believe it was. We talked about that earlier. I don't remember the number though.

Q. What does this entry say? How do you interpret this entry on 11/7/2008 from Courtney Angelo?

A. I would interpret this as Courtney Angelo submitted through signature required an affidavit of amount due and owing through the LPS Desktop on 11/7/2008.

Q. So that would be another document in the New York case?

A. Yes.

Q. And the document would have been some type of affidavit?

A. Yes.

Q. And that's something different than an assignment of mortgage?

A. Obviously.

Q. How would that come to your team

S. Walter

or not come to your team, that document request?

A. Which one?

Q. The affidavit.

A. It wouldn't come to me at all.

Q. Why not?

A. It would have been forwarded to the servicer.

Q. Directly to the servicer?

A. Correct.

Q. And the servicer then prepared the document?

A. My understanding is the attorney prepared the document.

Q. And are they sending the document to LPS Default Solutions to sign the document?

A. No.

Q. Who are they sending it to to sign?

A. They are submitting it through the LPS Desktop technology to have, for naming convention, Washington Mutual to sign it.

S. Walter

Q. Now, if you look down at the bottom of this same page, Mr. Walter, there is an entry at the very bottom of the page from Dawn Coppola again.

Do you know if she's an attorney or not?

A. No idea.

Q. This one is dated 11/6/2008. This is another reprojection request in the New York case.

She makes reference in this communique to a worksheet.

What type of document is that and does that relate to this assignment of the mortgage?

A. I have no idea what she's referring to.

Q. Do you know what a worksheet with respect to this case would refer to?

A. Not particularly.

Q. Do you know what a pencil history with respect to this case would refer to?

A. Not with respect to this case.

S. Walter

I have no idea what Dawn is doing or saying other than notifying memorializing the file for Chase of what's happening in her shop.

Q. Now, in these notes, I have seen reference to a system called AACER, A A C E R.

Are you familiar with that system?

A. Yes.

Q. What is AACER?

A. AACER is a data provider of bankruptcy docket information.

Q. Does LPS Default Solutions have direct access to AACER?

A. Yes.

Q. And are you able to identify bankruptcy filings like for the New York case immediately through AACER?

A. No.

Q. How would that information get in your system?

A. The servicer has to put their file in our system first, then the desktop

S. Walter

has access to AACER.

Q. So once the servicer in this case, Washington Mutual, got notice of the bankruptcy, they would initiate some type of communique in the system that we got notice of the bankruptcy?

A. Well, in this particular case, there was already a foreclosure in the desktop.

Q. So you had been monitoring AACER anyway?

A. Correct.

Q. And since you were monitoring AACER, it would have automatically picked up the bankruptcy and that's where you got the initial bankruptcy information in this case?

MR. CASH: If you know. Don't guess at what they were doing if you weren't the one doing it.

MR. TEITELBAUM: I'm not directing the witness not to answer. I'm just putting an objection on the record that this is well beyond the

S. Walter

scope of the March 18 order as to how any of this affects the debtor, Ms. Nuer, in connection with this case.

You can continue to ask your questions but I'm just reserving my right to have this entire testimony stricken as well outside the scope.

Go ahead.

A. I don't manage or direct AACER. I'm aware of it. I'm aware generally how it works. Details that you want, I don't know how I'll be able to answer them.

Q. Let me ask you to look on page 1577 at the entry at the very top of that page. This is from Danielle Montgomery.

Is she an LPS employee?

A. She is.

Q. And this is dated 10/27/2008 at 3:16 p.m.

What does the term after process refer to?

A. BK doc forward client.

Q. What does that mean, sir?

S. Walter

A. That means this particular note is that Danielle Montgomery opened on that day a template to track for Washington Mutual that they were going to receive an assignment of mortgage to review.

Q. And below that of course we see the word "assignment of mortgage," Washington Mutual.

What does SHLS mean?

A. I don't know.

Q. The document ID reference, what would that refer to?

A. Its unique new image number.

Q. And new image is part of the LPS Default Solutions system; right?

A. The LPS Desktop, yes.

Q. So that would be a unique number assigned to any document requested by anybody in this case, every document would have a separate number?

A. Correct.

Q. And do you maintain images of those documents on a continuous basis?

A. I don't know.

S. Walter

Q. Do you know who does that?

A. I don't know.

Q. How could you find out?

A. I could ask my boss. I don't know.

Q. Is there some way you could go in LPS Desktop and write in this document ID number for the one we're looking at on page 1577 and see if that document is there?

A. Yes.

Q. How would you do that?

A. You would use the LPS Desktop search.

Q. And you would just type in this unique document number?

A. Yes.

Q. And if the document was there, what would come up on the screen?

A. It would pull up the loan and then you would have to go to the document folder.

Q. And how would the documents be organized in that folder?

S. Walter

A. By date.

Q. So the assignment of mortgage in this case, would you have a copy of that document before it was signed by you and a copy after it was signed by you?

A. I don't know if they image the documents after I sign them. I don't know if they do that or not. I can certainly tell you that from the notes I would expect to see an assignment drafted by Baum in the system on 10/27/2008.

Q. Now, you testified when the U.S. Trustee was asking you that you no longer sign any documents for Washington Mutual or JP Morgan Chase.

Does that mean the signature required function is no longer a service offered by LPS?

MR. TEITELBAUM: Objection.

MR. CASH: Objection.

Don't answer that.

It gets into what our business practices are and has nothing to do with this case.

S. Walter

Q. Have you eliminated that option solely for JP Morgan Chase?

MR. TEITELBAUM: Objection.

MR. CASH: Don't answer that. That gets into our business practices. It has nothing to do with this case.

MR. GARDNER: I think that will be for the judge to decide, Mr. Cash.

MR. CASH: No, we're here voluntarily pursuant to a letter agreement.

MR. TEITELBAUM: And I join in that. That's for me as well.

MR. CASH: We're not here under any subpoena. We're here pursuant to a letter agreement, period.

MR. GARDNER: Anything else you have? I'm finished.

MR. ZIPES: Give me one second, please.

I just have a few final questions based upon what Mr. Gardner asked.

(CONTINUED ON NEXT PAGE)

S. Walter

EXAMINATION BY

ZIPES:

Q. Mr. Walter, if we turn to, in the notes, two hundred sixty-seven again, you identified a specific document ID presumably for the assignment is what you testified.

Does this document -- turn to two hundred forty, note two hundred forty, which is 1572.

This is the Jennifer Fest e-mail or note?

A. Okay.

Q. Is there anything embedded in this note which would refer to the specific document, such as the document ID that was referred to in note two hundred sixty-seven?

A. I don't see the specific doc number reference, no.

Q. Would there be some way to tell from this note? Would it be embedded somewhere?

A. I don't believe there's anything

systemic to the doc ID in this note.

Q. And would someone with knowledge be able to run a search of any note that makes reference to this specific document?

A. I mean, I don't think they're systemically tied from this note and that previous note.

Q. So is it just that the person entering the information there, Danielle Montgomery at two hundred sixty-seven, she was a little bit more precise in her note?

A. Perhaps that is her procedure to do so when she opens that process and then the attorney simply noting and this is what they chose to note with.

Q. If the Baum firm or Chase were asked to run a search in a certain way, would they be able to -- I'm asking based upon your personal knowledge of these notes -- be able to enter in the document ID number and produce all the notes that make reference to that document ID?

A. The notes stamp to the templates, they don't stamp to the

S. Walter

documents, that I'm aware of. So you can tie back to the process that Danielle Montgomery opened.

Q. My final questions to you are if we were to have a Baum representative in here from the law firm with knowledge of these notes, would that person be able to walk us through these notes generally in the way that you've been doing it?

MR. TEITELBAUM: Objection.

A. I have no idea whether they could or not.

Q. And the LPS Desktop, you gave certain categories. I'm not as familiar with this as some other people in this room.

What are some of the categories in the LPS Desktop? You mentioned image?

A. Imaging would be your document management and the processes would be process management. Both of those are within the LPS Desktop. I simply refer to it as desktop.

Q. And if I were to ask for the

S. Walter

documents not necessarily from you but from someone in this case, is there a specific LPS Desktop file dealing with this matter?

A. Well, I can only assume because I'm reading notes. I don't know. I haven't personally accessed this loan or the desktop. But seeing these notes here, I can assume there would be one to find.

MR. ZIPES: I have no further questions.

EXAMINATION BY

MR. GARDNER:

Q. Mr. Walter, you have LPS Default Solution employees that work at home; is that true?

MR. CASH: Objection. That doesn't have anything to do with this.

MR. GARDNER: It does have something to do with this.

MR. CASH: Tell me how it does.

MR. GARDNER: I'm going to ask them how they access the system to find this document.

S. Walter

Q. If we had a terminal in front of you right now connected to the Internet, could you log into LPS Desktop?

MR. CASH: Again, I object that that has nothing to do with this loan, how our system is accessible.

MR. GARDNER: It does have to do with it and I'm going to ask him --

MR. CASH: I'm not going to let him answer. We're not going to talk about our system and how you access it. We're not.

Q. Do you have a user name and password, sir?

MR. CASH: Objection.

Don't answer that.

Q. Are you not going to answer how you access the system?

MR. CASH: No, he's not. It is beyond the scope of our letter agreement.

MR. TEITELBAUM: Objection. It's beyond the scope of the March 18 order.

S. Walter

Q. Can an employee of the Baum law firm access everything in LPS Desktop?

A. As long as the Baum firm has sign-ons.

Q. What do you mean by sign-ons?

A. Each one of these names is going to be stamping, so there's some sort of user ID behind it, but I don't know how that works.

Q. When you say, "stamping," what do you mean?

A. Well, you're looking on the note here written by Courtney Angelo as an example on 1572.

Q. That would mean to you that she had authority to access the system?

A. You would have to ask Steven J. Baum.

Q. Do you know if that authority is limited to some employees or is it unlimited?

A. You'd have to ask --

MR. TEITELBAUM: I'm going to object again.

S. Walter

Again, Mr. Gardner, how does this affect Ms. Nuer?

MR. GARDNER: In terms of the loan ID number that's been assigned to this image and how it can be accessed and how we can get all documents that may be in this file related to the date it was executed, the document may not have been, I think all that's relevant, sir.

MR. TEITELBAUM: We disagree. I'm not directing the witness not to answer. I am reserving my right again to have this entire line stricken. It's well beyond the scope of the order.

This testimony today was ordered by a court, an order we're operating under of March 18 -- and hopefully you've read that -- which limits, with respect to debtor's counsel, how this affected the debtor in the filing of pieces of paper in front of this court and this has absolutely nothing to do

S. Walter

with the assignment. You've asked Mr. Walter about his assignment. He's testified he's signed the document. You can believe him or not believe him. That's your prerogative.

MR. GARDNER: Well, there are inconsistencies in the notes that have been identified during this deposition and I think those inconsistencies are certainly things that the U.S. Trustee and the debtor can pursue.

If you're instructing him --

MR. TEITELBAUM: I'm not instructing him. He's not my witness.

MR. CASH: I think he already answered. I think he answered does that mean they have access, he said you have to ask the Baum law firm who had access. That was his answer.

MR. GARDNER: That's all I have.

MR. TEITELBAUM: I have one or two questions, if I may.

(CONTINUED ON NEXT PAGE)

S. Walter

EXAMINATION BY

MR. TEITELBAUM:

Q. Mr. Walter, I just want to be clear. You made reference to the Baum law firm, LPS, and various predecessors in interest, and WaMu and Chase as successor to WaMu.

Under your understanding, who engages the Baum law firm in this case?

A. Washington Mutual.

Q. So the Baum law firm is representing Washington Mutual?

A. Correct.

Q. The Baum law firm is not representing LPS; is that correct?

A. Correct.

Q. And when the Baum law firm communicates through LPS, who is it communicating with?

A. Washington Mutual.

Q. And is one purpose of LPS to provide a secure method of communication between the Baum firm and Washington Mutual?

A. Yes.

Q. And is that communication medium accessible to the world, third parties, other than LPS, the Baum law firm, and Washington Mutual?

A. No.

Q. A quick question, if I may. Mr. Gardner mentioned power of attorney and I may have misheard him and if I did, I apologize. But I thought I heard him ask you -- state that the limited power of attorney, the way he read it, gave you authority to sign a document as a vice president of Chase.

A. That's not how I read it.

Q. Now, you see where, in the second full paragraph, LPS shall discharge its duties, do you see that, and then there are a list of people?

A. Yes.

Q. Now, turn to the last page. This document's dated October 22 of '08.

In October of '08, were you a vice president at LPS?

A. Yes.

MR. TEITELBAUM: Thank you.

MR. CASH: I don't have anything.

MR. ZIPES: We're just restating that the requests for the entire file here which has not been provided to date and Chase's counsel has said they'll take it under advisement.

MR. CASH: We're done.

(Whereupon, a letter dated April 1, 2010 was marked UST/LPS Exhibit 4 for identification.)

(Whereupon, a document entitled Default Services Agreement was marked UST/LPS Exhibit 5 for identification.)

(Whereupon, a document entitled Network Agreement was marked UST/LPS Exhibit 6 for identification.)

(CONTINUED ON NEXT PAGE)

S. Walter

(Whereupon, a letter dated August 24, 2009 was marked UST/LPS Exhibit 7 for identification.)

(TIME NOTED: 3:59 p.m.)

_____ (Signature of witness)

Subscribed and sworn to

before me this_____

day of_____,

2010.

_____

* * *

I N D E X

WITNESS	EXAMINED BY	PAGE
S. Walter	Mr. Zipes	4, 110
	Mr. Gardner	61, 113
	Mr. Teitelbaum	118

E X H I B I T S

UST/LPS	DESCRIPTION	PAGE
Exhibit 3	Multi-page document	7
Exhibit 4	Letter dated April 1, 2010	120
Exhibit 5	Document entitled Default Services Agreement	120
Exhibit 6	Document entitled Network Agreement	120
Exhibit 7	Letter dated August 24, 2009	121

ATTORNEY ZIPES FROM U.S. TRUSTEE HAS RETAINED ALL EXHIBITS

I N D E X (continued)

INSERTIONS

Page	Line
(NONE)	

REQUESTS

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RULINGS

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(NONE)	

* * *

CERTIFICATION BY REPORTER

I, Wayne Hock, a Notary Public of the State of New York, do hereby certify:

That the testimony in the within proceeding was held before me at the aforesaid time and place;

That said witness was duly sworn before the commencement of the testimony, and that the testimony was taken stenographically by me, then transcribed under my supervision, and that the within transcript is a true record of the testimony of said witness.

I further certify that I am not related to any of the parties to this action by blood or marriage, that I am not interested directly or indirectly in the matter in controversy, nor am I in the employ of any of the counsel.

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 2010.

_____

ERRATA SHEET

VERITEXT/NEW YORK REPORTING, LLC

CASE NAME: IN RE: NUER
DATE OF DEPOSITION: April 20, 2010
WITNESS' NAME: SCOTT WALTER

PAGE/LINE(S)/	CHANGE	REASON
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WITNESS

SUBSCRIBED AND SWORN TO
BEFORE ME THIS_____DAY
OF_____,2010.

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NOTARY PUBLIC

MY COMMISSION EXPIRES_____

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