

IN THE CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA

IN RE:

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC. (MERS)

(See attached list of Defendants/Case #)

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**ORDER REGARDING STANDING OF MERS  
TO FORECLOSE ON BEHALF OF OTHERS**

Numerous cases have come before the undersigned Judge filed by Mortgage Electronic Registration Systems, Inc. (hereinafter referred to as MERS). MERS is listed as either the Plaintiff or a Co-Plaintiff seeking to collect on a Note via mortgage foreclosure. In all cases MERS is seeking to represent the interest of another corporate entity in the collection of a Note via foreclosure of a mortgage. MERS describes its role as a "nominee" seeking to further the interest of another corporation. The Court began raising a question as to the process wherein one corporation would represent another corporation's interest before the Bench. The Court's raising the question on a case by case basis did not provide resolution. Numerous attorneys represent the interest of MERS in the various cases and a single definite answer or legal argument was not forthcoming.

The Court issued an Order To Show Cause in approximately fifteen cases via a standard Order. The initial Order was dated June 7, 2005 establishing a show cause hearing time as July 26, 2005 at 3:00 P.M. before the Bench. The Order provided that additional cases that came to the

Court's attention would be added to the show cause docket. The Court observed a reasonable cut-off time period and by the time the docket was complete there were twenty-eight cases noticed under the standard Order To Show Cause.

The Trial Bench has a basic duty and authority to establish that the proper parties are before the Court. See Morales v. All Right Miami, Inc., 755 So.2d 198 (Fla. 3<sup>rd</sup> DCA 2000) and Dollar Systems, Inc. v. Detto, 688 So.2d 470 (Fla. 3<sup>rd</sup> DCA 1977). The MERS files typically came to the Court's attention when a Motion for Summary Judgment was submitted. The Court would then have occasion to review the file and compare the allegations in the Petition for Foreclosure to the contents of the file. Without fail the review resulted in finding that the allegations in the Petition were not supported by what the Court viewed in the Court file. The standard allegation in the Complaint alleged that "...Plaintiff now owns and holds a mortgage note and mortgage..." The Court never found that allegation which is contained in all of the MERS Complaints to be supported by a review of the documents within the Court file.

The Court noted that in the Order To Show Cause that "...The Court is unclear as to how a corporation can sue as "Nominee" for another corporation. Corporations are generally not allowed to pursue matters without counsel and to the undersigned's knowledge, the law has not allowed one corporation to act as Nominee for another corporation in

bringing a lawsuit. No authority has been shown to the Court to support a corporation suing as "Nominee" of another corporation..."

The hearing on the Order To Show Cause was held before the Bench on July 26, 2005 commencing at 3:00 P.M. The matter has been reported with a transcript of ninety-eight pages.<sup>1</sup> The transcript will be referred to as (T\_\_\_\_) where appropriate in this Order. The Court has received memorandums on behalf of MERS and on behalf of some of the Defendants. The question has been well presented and argued to the Court by both sides of the issue.

The Court's inquiry as to whether the proper party was before the Court in the several MERS files was based upon review of numerous files. In MERS v. Montalvo, Case No. 04-001919CI-11, the Affidavit in Support of Summary Judgment filed by one Tracy Johnson on December 13, 2004 advised the Court that the Plaintiff (MERS) "...is the holder and owner of the note..." The same information was repeated in a form Affidavit from Angie Fleckenstein dated February 10, 2005. The information in the Affidavit was inconsistent with the exhibit to the Complaint which the Court reviewed and noted that First Union Mortgage Corporation was the lender. The inconsistency did not stop; a Lost Note Affidavit in the file alleging that the Defendants had executed and delivered a Promissory Note and "...that said note was assigned and delivered to Washington Mutual Bank, F.A. in its

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<sup>1</sup> The Court will file the transcript in MERS v. Azize, Case No. 05-001295CI-11, where it will be available for review purposes as necessary.

office in Jacksonville, Florida...and that Washington Mutual Bank, F.A. is still owner and holder in due course of sole (sic) lost note..." The Lost Note Affidavit was signed by a Vice-President of Washington Mutual Bank, F.A. on March 2, 2004. The Summary Judgment sought in that case was denied based upon a failure to provide unrefuted proof in support of the Motion for Summary Judgment as to what entity or person owned the Note.

In Mers v. Young, Circuit Civil No. 05-000650CI-11, MERS sued as nominee for Countrywide Home Loans, Inc. The question as to proper party arose in Paragraph 2 of the Complaint where MERS identified itself as nominee for Amnet Mortgage, Inc. d/b/a American Mortgage Network of Florida. There are no allegations that would explain to the Court the relationship, if any, or bridge between Countrywide Home Loans, Inc., the lender, listed as Plaintiff via the "nominee" (MERS) and Amnet Mortgage, Inc. nor any allegations that would satisfy the Court that MERS as a corporation was representing the interest of another corporation before the Bench. Plaintiff filed a Motion for Summary Judgment which was set for hearing April 7, 2005. Upon review of the file the Court dismissed the Complaint allowing twenty days for the filing of an Amended Complaint by Order dated April 7, 2005. MERS filed a Voluntary Dismissal May 3, 2005.

In Mers v. White, Circuit Civil No. 05-001085CI-11, the Plaintiff sought Summary Judgment which led to the Court reviewing the file. The Complaint in Count I sought re-establishment of the Promissory Note. Later

in the file MERS filed the original Note with the Court which indicated the lender as First Family Mortgage and gave no indication of any interest in MERS. The standard allegation that MERS was the owner and holder of the subject Note and Mortgage was refuted by the documents submitted. During a telephone hearing the Court brought that inconsistency to the attention of counsel and was advised there was an Assignment to MERS on counsel's desk about to be sent to the Clerk for recording. The Court concluded its Order of April 27, 2005:

"...The representation to the Court that this file was appropriate for Summary Judgment was not true. When the Court raised a question as to MERS' status in the file attorney Green advised that an assignment to MERS was on her desk about to be sent to the Clerk of Court for recording. This Court will not function as auditor or quality control for lenders seeking foreclosure on notes/mortgages. With regard to representations to the Court regarding Summary Judgment proceedings see The Florida Bar v. Corbin, 701 So.2d 334 (Fla. 1997).

For reasons set forth above the Motion for Summary Judgment is DENIED.

**IT IS SO ORDERED** in Chambers at St. Petersburg, Pinellas County, Florida this 27 day of April, 2005..."

The above cases are but a sampling of the manner in which the question came to the Court's attention. The Court has entered approximately a dozen Orders denying Summary Judgment until the Court is satisfied that one corporation can represent another corporation's interest as a "nominee" before the Bench. When the Court did not receive an adequate response to

those Orders, the Court accumulated the then pending files and proceeded under the Order To Show Cause method.

### **The MERS Involvement**

MERS' interest was argued by Robert Mark Brochin, Esquire at the return hearing on the Order To Show Cause. Counsel candidly acknowledged that MERS is not on any of the Promissory Notes. The Court made inquiry as to who owns the Note:

"...THE COURT: Who owns the note?

MR. BROCHIN: Well, the note starts with the original lender, and then as a negotiable instrument, under Article III of the Uniform Commercial Code, is transferred and passes hands and is endorsed over several times. So by the time it comes to foreclosure, it's not certain who has the beneficial interest in the note, But, for example, in the case -

THE COURT: What do you mean, it's not certain as to who has the beneficial interest in the note?

MR. BROCHIN: Well, the note can be transferred and sold through the secondary mortgage market, to the Jennie Maes (sic) and Freddie Macs of the world.

THE COURT: But at the time you come before the bench for foreclosure, doesn't it have to be certain who has the beneficial interest in the note?

MR. BROCHIN: Not who has the beneficial interest in the note. It has to be certain who has the right to enforce the note, and that's specifically what the memorandum points out..." (T 10-11)

MERS' response to the Court's inquiry as to the standing of MERS to proceed as a Plaintiff or as a "nominee" of a Plaintiff rests largely on possession of

the Note. Counsel advised the Court that a requirement to show a chain of title to the Note would not be reasonable.

"...THE COURT: So you're telling me that possession is sufficient. It does not have to be signed over to MERS?

MR. BROCHIN: Yes...

THE COURT: Do you feel as though it would be reasonable for the Court to be presented with a chain of title as to where the note started and how it got to MERS?

MR. BROCHIN: No. I do not.

THE COURT: You don't think that's reasonable?

MR. BROCHIN: I don't. And, in fact, not only do I think it's not reasonable, often that's going to be impossible..." (T 22)

The Court inquired as to the flow of cash from the Clerk's office forward. MERS indicated their corporation's interest in the Note did not include a monetary interest, only a representative interest:

THE COURT: Say a note goes to foreclosure. There's a sale, and for purposes of model, say there's \$50,000 proceeds from the sale. Where does that \$50,000 ultimately end up?

MR. BROCHIN: Well, it doesn't end up in MERS, if that's the question. MERS doesn't have the beneficial interest in the note. It travels back through the members of MERS, who will disburse it to the entities who are entitled to the proceeds. And those would be what I would refer to as the beneficial interests, or the beneficial owners in the notes, whoever the entities are that own the interest to the proceeds of that note.

So it would travel back through the servicer and back to the appropriate persons, because they've been authorized by the lenders or the investors to act on their behalf and to administer and enforce the notes. They take their fee and they disburse the proceeds.

THE COURT: So MERS is a collecting entity in that event.

MR. BROCHIN: Well, MERS doesn't actually collect the money, no. MERS is actually -

THE COURT: Well, wait a minute. The clerk gets the money. Who does the clerk write the check to?

MR. BROCHIN: Well, if they write the check to MERS, which would be fine, MERS would just remit it over.

THE COURT: Well, who else would they write it to?

MR. BROCHIN: Well, often they would write it to the servicer. I mean, are you talking about on a redemption right or a payoff, or are you talking about a --

THE COURT: Either one. The clerk's sitting down there and they've got some money, either from a sale or redemption -

MR. BROCHIN: They could write it to MERS, and MERS -

THE COURT: Well, who do they write it to?

MR. BROCHIN: I'm just saying. MERS -

THE COURT: Who would you expect the clerk to write it to, other than MERS, if they're the plaintiff?

MR. BROCHIN: The clerk, I would expect to write it to MERS, because the clerk has no dealings at all with any but the named plaintiff.

THE COURT: Then what happens to the money?

MR. BROCHIN: Then MERS would, I think, just endorse it over and send it out to its member.

THE COURT: MERS would never cash it? They'd never cash the check from the clerk?

MR. BROCHIN: I don't know if they would cash it or they would simply endorse it over to the proper member.



THE COURT: Well, cashing and endorsing over are two very different things. Which one would it be?

MR. BROCHIN: I don't know.

Do you know? (counsel was inquiring of his client)

They would endorse it.

THE COURT: I'm trying to get an understanding for what goes on here.

MR. BROCHIN: They would endorse it.

THE COURT: Endorse it over to whom?

MR. BROCHIN: To the MERS member who we brought the action on behalf of.

THE COURT: Who some people might call the real party in interest.

MR. BROCHIN: Or a servicer -

THE COURT: Or a servicer?..."  
(T 25 -28)

Counsel for MERS acknowledged that "...MERS doesn't have a beneficial interest in the note..." That raises the question to the Court as to whether the corporation known as MERS is properly in Court representing a corporation that does own the beneficial interest in the Note. Counsel further acknowledged that in a given case MERS might not know the identity of the beneficial owner of the Note:

"THE COURT: Don't you know who the beneficial owner is?

MR. BROCHIN: Well, we may again not know the beneficial owner, because we may get the note from -

THE COURT: I thought you just told me when you get a check from the clerk's office you endorse it over to the beneficial owner?

MR. BROCHIN: No, I think I said you endorse it over to the servicer who, in turn, would disburse it to the appropriate lenders or beneficial owners.

\* \* \*

THE COURT: So now, we're two entities removed from the real party in interest, the one who's going to get the money.

MR. BROCHIN: No. No. Because the servicers are real parties in interest, and --..." (T 30)

### **Ancillary Concerns**

Although the standing of MERS to represent the interest of the beneficial owner of the Note was the primary thrust of the return hearing, other matters did arise. Mortgage foreclosure Complaints on occasion draw Counterclaims. Inquiry was made as to how a nominee in the mix would affect a Counterclaim:

"THE COURT: What happens if a defendant has a counterclaim?

MR. BROCHIN: They certainly can initiate a counterclaim.

THE COURT: Against MERS?

MR. BROCHIN: If they've got a claim, certainly.

THE COURT: How would they have a claim against MERS? They never did business with you?

MR. BROCHIN: Well, it depends what the counter - I don't know what the counterclaim is. And, also, it depends on the note..." (T 28)

The Court is not well satisfied with that response. Reading Taylor, Bean & Whitaker Mortgage Corporation v. Brown, 583 S.E. 2<sup>nd</sup> 844 (GA 2003) it appears that as a defendant MERS raised indispensable party as a defense.

The Complaints contain boilerplate Counts for establishment of a lost note. The Court noted in the Order To Show Cause that the allegations do no more than repeat the statutory language with no case specific allegations whatsoever. Again, on many occasions the original Notes are submitted with the explanation given at the return hearing that at the time of pleading the person doing the Complaint to foreclose does not know whether the Note can be found or not!

The position of MERS that a blank endorsement is enough for them to proceed to Court as a real party in interest would seem to provide a substantial block to the re-establishment of what is basically a bearer instrument:

“THE COURT: If you have a blank endorsement, you have basically bearer instrument, right?

MR. BROCHIN: Yes.

THE COURT: Kind of like a \$20 bill in your pocket.

MR. BROCHIN: Or a blank check, right.

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THE COURT: How would you go about establishing a lost bearer instrument?

MR. BROCHIN: Who, MERS?

THE COURT: MERS. Anybody. If it's just a bearer instrument, and whoever has it, has it, how in the world would you go about proving that the court should foreclose upon a bearer instrument that you don't have?

MR. BROCHIN: Well, the rule – I mean, the statute is specific on what needs to be proven for a lost note.

THE COURT: Well, your allegations in that regard, by the way, are very close to the statute. In fact, one might surmise or observe that it is the statute, and it's really not enough.

If you really want to state a cause of action, you need some facts. Don't just give me the statute, because that's not going to cook. And that's what your complaints do.

MR. BROCHIN: I'm not going to disagree with you on the pleadings.

THE COURT: And also, don't come back later and say, well, we've got the note' we just did it in case we didn't have the note. We expect better practice than that. We expect you to have a file, and your lawyers to have a file in front of them, and to present us with the true facts in the file, and not the what ifs. That causes us to waste a lot of time. You know, with 1200 or so files, we just don't have the time to spend on it to go through and say, well, which one is this?

Now please, don't consider going back and giving me a paragraph in place of this thing that says plaintiff is the owner and holder of the subject note and mortgage. Don't give me a either/or type of paragraph that says, or maybe it's something else, or maybe it's something else.

I expect pleadings to be case specific, and not boilerplate. Boilerplate is a big red flag, and it doesn't do anybody any good..." (T 36 – 38)

The very practical matter of who to contact was discussed. The Court noted several calls to Chambers by Defendants frustrated over not being able to contact someone with whom they could do business:

"THE COURT: Well, who has the right to deal with the landowner when they want to deal with somebody on the note?

\* \* \*

MR. BROCHIN: Well, inevitably, on all of these loans there is a servicer who has been authorized to service the note...

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THE COURT: How do they find out who that is?

MR. BROCHIN: One of the advantages about MERS is it tracks the servicer of all of the mortgages..." (T 24 - 25)

The Court readdressed the contact issue at the conclusion of the hearing:

"THE COURT: Well, they need to talk to a person who has authority to deal with them.

MR. BROCHIN: Well, they will tell you who the servicer is, and then they would just get in contact with that servicer, and they would have the authority.

THE COURT: It's really not a very welcome thing for us judges to be getting calls --

MR. BROCHIN: I understand.

THE COURT: -- saying we're under foreclosure, we want to talk to somebody, nobody will return our call. And the only people who take more displeasure in it than the judges would be our judicial assistants, as you might well understand and appreciate.

MR. BROCHIN: I do. I do.

THE COURT: So for their benefit, I'd sure like to have that number.

MR. BROCHIN: Well, here's the 800 number of MERS that can be called to determine who is servicing any MERS mortgage, and it's 8-888-60-6377.

THE COURT: Wait a minute. Do we have enough numbers?

MR. BROCHIN: Let me repeat it, because I may have misstated it. 1-888-680-6377. I'll repeat it one more time. 1-888-680-6377..." (T 97 - 98)

### **The Legal Argument**

The Court's inquiry began with a question as to whether the proper Plaintiff was before the Court. The hearing has been instructive to the Court as to what these multiple files present. MERS' counsel stated candidly that "...MERS doesn't have the beneficial interest in the note..." (T 25, Line 23) The Court has further been advised that MERS never takes possession of any funds. MERS is not the servicing agent or nominee as in the case cited by Mr. Trawick at Section 4-2 of his 2005 work in Footnote 8 in Overseas Development, Inc. v. R.A. Krause, 323 So.2d 679 (Fla. 3<sup>rd</sup> DCA 1975). The factual situation in Overseas is substantially different than in the case at bar in that "...the Plaintiff, so styled, was the named payee on the indebtedness that was the subject of the foreclosure..." Thus, in Overseas, Krause was the payee on the indebtedness/the Note and was not merely in attendance to enforce the Note and foreclose on the Mortgage. Florida law is clear that assignment of a Mortgage without the Note is a nullity. The participation of MERS before the Bench is solely to collect on behalf of another corporation. None of the files presented to this Court support the status of MERS. There is no chain of ownership and in fact counsel has represented to the Court that presenting the Court with a chain of ownership of beneficial interest in the Notes is not possible.

Based upon information gained at the return hearing, it appears that the real party in interest in many of these cases is not known at the time Complaint for mortgage foreclosure is filed. The concept is foreign to this Court. Careful review of the argument presented by attorney Brochin does not convince the Court that MERS is a real party in interest in any sense.<sup>2</sup>

Were the Court to accept MERS as a real party in interest in the context of collecting a Note in which they have no beneficial interest, then the next step might well be a personal injury suit filed by a nominee who might have a contractual relationship with the injured party. Some may seek to represent another using a Power of Attorney. Such attempts have historically not been allowed, however, if a nominee with as little relationship to the subject matter as MERS is allowed, it may open a new area of practice.

Counsel for MERS has cited the provisions of the Uniform Commercial Code with agility. Review of those provisions and review of the cases cited by counsel indicate that MERS seems to take the position that there are numerous beneficial interests in regard to a Promissory Note. MERS

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<sup>2</sup> Co-Counsel, April Carrie Charney, Esquire has raised several points in the representation of Defendant Dixon in Circuit Civil Case No. 04-008325CI-11. In addition to arguing against MERS having standing to foreclose, counsel questions whether Promissory Notes are negotiable instruments, whether MERS is engaged in consumer collection agency activity without a proper license, whether MERS is participating as a mortgage lender without a proper license in Florida and finally whether MERS is involved in the unauthorized practice of law. The Court having found the standing issue under Rule 1.210 to be dispositive, the remaining issues have not been considered or ruled upon.

concludes that the most dominant beneficial interest of collecting the money due can be less important than other beneficial interests that MERS argues exists in the Note. The Court does not read the provisions of the Uniform Commercial Code or the cases cited to support the position that the "beneficial interest" to sue absent any other beneficial interest is a sufficient beneficial interest that can stand alone. The provisions of the Uniform Commercial Code do not support the mention of MERS in the Mortgage and labeling MERS as a "mortgagee" as giving rise to a right to collect on a Note on which MERS is not mentioned and in which MERS acknowledges it has no beneficial interest.

The MERS situation seems to have resulted from the establishment of the corporation and agreements with lenders without the participation of the Florida Legislature or the Supreme Court in its rule making role. The fact that the market might find it easier to operate with the real party in interest somewhere in the background of a foreclosure lawsuit is not a compelling reason to modify the traditional requirements of a party to establish status to bring litigation. The argument that "...if servicers were not permitted to foreclosure in their own name, every multiple investor would have to appear and litigate separately. Practically speaking this is just not possible, and, as a matter of economics it would force consumer credit costs to significantly increase..." (Plaintiff's memorandum) Again, the solution may be with the Legislature and not with a private agreement outside of the legislative law-



making ability or the Supreme Court's rule-making authority. (Again, MERS is not the servicing agent but rather the "foreclosure agent", at best, regarding these Notes and Mortgages.)<sup>3</sup>

The reading of Florida Rule of Civil Procedure 1.210 by MERS is generous to its position. Review of the memorandum and research by this Court provides no Florida case that interprets the Rule to allow a corporation with no beneficial interest in the Note to sue on the Note for collection.

Accordingly, the Court finds that MERS is not a proper party to file a lawsuit to collect on the Notes where the corporation has no beneficial interest. MERS as a corporation does not have the standing to sue on behalf of another corporation which other corporation remains to the file unknown.

Each of these cases will be dismissed for failure to bring the action in the name of the real party in interest.<sup>4</sup> The Court is satisfied, based upon the presentation and the completeness of information available, that MERS is not capable under Florida law of satisfying the Court that MERS is a real

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<sup>3</sup> The law on standing has evolved. Partnership law is a prime example where prior to the mid 1970's a partnership had no standing in Court separate and apart from the individual partners. In Pinellas County v. Lake Padgett Pines, 333 So.2d 472 (Fla. 2<sup>nd</sup> DCA 1976), cert. dismissed 352 So.2d 172, the Court held to a limited extent that the appellee partnership could prosecute their lawsuit to protect the partnership's interest in the real property which interest was statutorily allowed to be held in the partnership name. The Legislature codified that result in 1995 in Chapters 620.8201 and 620.8307(1)(2), Florida Statutes Annotated, providing that partnerships are separate legal entities from the partners and that partnerships could sue and be sued in the partnership name. See Trawick 2005 edition, Section 4-2. The policy considerations that led to the Court of Appeals ruling and then the legislative action are perhaps better considered at the Appellate Court or legislature level where a broader perspective is provided than on the case by case approach of the Trial Court.

<sup>4</sup> In the files where a Motion to Substitute Plaintiffs has been filed the Court will rule on those Motions by separate Order.

party in interest capable of pursuing the interest of other corporations before the Court.

The various cases will be dismissed with prejudice as to MERS as a party in interest by separate Order with this Order being incorporated therein by reference.

### **Amendment**

Counsel for Plaintiff in a few of the cases has requested leave to amend the Complaint to change the Plaintiff from MERS to the real party in interest. The Court is not aware of a procedure that would allow for the amendment of the Complaint to completely change the name of the Plaintiff from one to another. The Court is well aware of cases where an individual Plaintiff passes away and a substitution is made under the Rules, however, the Court is not aware of a situation where an attorney is allowed to file a Complaint on behalf of Alpha Corporation and later upon realizing that Alpha Corporation is the wrong entity to amend and file what essentially is a separate and correct claim on behalf of Beta Corporation.

Another complicating factor is that counsel in these cases do not represent the real party in interest and have not filed a Notice of Appearance for the real party in interest. Be that as it may, the Court will entertain Motions for Reconsideration and to replead with a different Plaintiff on a one-time basis should proper Notices of Appearance and Motions be timely filed in each case. The Motion should attach and include a copy of the proposed

amended pleading with necessary supporting documents to establish standing for the Court's consideration, without hearing, and otherwise comply with applicable Rules of Procedure. The original Motion must be filed with the Clerk with a courtesy copy mailed directly to the Court for consideration.

**Conclusion**

Based upon the above analysis, the Court finds it appropriate to dismiss with prejudice as to MERS the Complaints as not having been filed by the proper party and therefore the Complaints do not state a cause of action and are dismissed. Morales and Dollar Systems, Inc., supra. The dismissal will be by separate Order in each case.<sup>5</sup>

**MERS' lead counsel, Robert Mark Brochin, Esquire, is ordered to provide copies of this Order to appropriate counsel and parties in each file immediately upon receipt.**

**IT IS SO ORDERED** in Chambers at St. Petersburg, Pinellas County, Florida this 18 day of August, 2005.

  
WALT LOGAN, CIRCUIT JUDGE

cc: Robert Mark Brochin, Esquire

**ORIGINAL SIGNED**

**AUG 18 2005**

**WALT LOGAN  
CIRCUIT JUDGE**

<sup>5</sup> Twenty-eight cases were set for the July 26<sup>th</sup> return date. Based upon this ruling, twenty cases are being dismissed by the Court, five cases were voluntarily dismissed, one Suggestion of Bankruptcy was filed and two cases are in late stages and remain under consideration.

**Cases Dismissed by Court Order August 18, 2005**

MERS v. Azize	05-001295CI-11
MERS v. Banks	04-006874CI-11
MERS v. Boudreault	05-000602CI-11
MERS v. Chance	05-001675CI-11
MERS v. Denson	05-001625CI-11
MERS v. Dixon	04-008325CI-11
MERS v. Eckhardt	05-002665CI-11
MERS v. Fix	05-003571CI-11
MERS v. Gallagher	04-007544CI-11
MERS v. Jones	05-000217CI-11
MERS v. Josephs	05-000309CI-11
MERS v. Langworthy	03-007842CI-11
MERS v. Mattos	04-007696CI-11
MERS v. Maxwell	04-008963CI-11
MERS v. Mellor	05-002792CI-11
MERS v. Montalvo	04-001919CI-11
MERS v. Renaud	05-001172CI-11
MERS v. Rogers	02-003111CI-11
MERS v. Sinclair	04-006780CI-11
MERS v. White	05-001085CI-11