

The problem with naming the wrong party in this lawsuit, and the original plaintiff's lack of standing, can be fairly traced to how the law firm handled the filing of the foreclosure action. Marie Campbell, the lawyer who prepared and filed the original action, testified at her deposition that on July 1, 2003 she received a referral for mortgage foreclosure along with all the relevant documents and including the original promissory note.¹ At that time the Law Office of David J. Stern, P.A., Ms. Campbell's employer, represented only Citimortgage, Inc. ("CM") and did not represent Citibank, FSB ("FSB").² Ms. Campbell could not recall, and could only "guess" regarding whether she had ever "foreclosed in the name of Citibank FSB".³

Ms. Campbell prepared the foreclosure action based on an assignment of mortgage appearing in the public records of Seminole County in favor of CM.⁴ This review was the sole basis of naming CM as plaintiff in this action. Despite having possession of the original promissory note, apparently neither Ms. Campbell nor anyone at the law firm ever examined the endorsements on the note. Ms. Campbell testified the law firm's practice was to rely on what appeared in the public records⁵ and that she did not know what endorsements were or their legal effect.⁶

¹ Campbell Dep. 33:21-25; 34:1-17, March 21, 2005

² Id. 51:2-4; 55:3-9

³ Id.

⁴ Campbell Dep. 47:22-25; 48:1-8; 46:7-11

⁵ Id.

⁶ Id. 38:16-17

When asked about the endorsements on the original promissory note, Ms. Campbell stated she did not know if these were endorsements, testifying as follows:

Q. Would you say that's an endorsement?

A. I don't know.

Q. So you're not familiar with whether that's an endorsement or not, you just don't know?

A. I'm not sure.

Ms. Campbell also testified that CM and FSB were "not different entities" and that "the name is interchangeable".⁷ She further testified that CM and FSB were "one in the same".⁸ When viewed in light of this testimony, the following facts are undisputed:

CM hired the Law Offices of David J. Stern, P.A. to file a mortgage foreclosure action against David and Elizabeth Acosta. CM was named plaintiff because it was the law firm's practice to rely on what appeared in county records; and, Seminole County public records reflected a mortgage assignment in favor of CM. No public record reflected any assignment to FSB. The lawyer handling the foreclosure neither examined nor understood the endorsements on the original promissory note. After the lack of standing was raised and the original Complaint was dismissed, the same law firm tried to prop up the action by improperly bringing in FSB. Despite having admitted the lack of standing,

⁷ Id. 49:12-17

⁸ Id. 45:15-17

lawyers for FSB then spent the next 8 years trying to defend the procedurally defective origin of this action.⁹

⁹ "Plaintiff concedes that there was an oversight when reviewing the Order, however, the original Complaint was dismissed due to the fact that the Court held that the former Plaintiff, CitiMortgage, Inc., did not have standing to bring the action." - FSB response to David Acosta's Motion to Dismiss, January 5, 2006.

1

1 Q. Now, at some point City Mortgage, Inc.
2 would have made available to you documentation
3 regarding this foreclosure to initiate the
4 foreclosure. Would they have sent you something to
5 begin the foreclosure?

6 A. Yes.

7 Q. What would they have sent you?

8 A. Well, usually, it starts with a referral.
9 They send us the documents they have, such as the
10 mortgage, the note, any assignment documents, the
11 financial acumen, what is due, what is owed, that this
12 was what we start off with.

13 Q. And did they send you all of that?

14 A. Well, let me check my records to make sure
15 we have everything. Yes.

16 Q. Approximately, when did you receive that?

17 MR. McSURDY: Approximately, did you say or
18 do you want to know the date?

19 Q. Approximately. I'm just looking for
20 approximate date when you received that.

21 A. **Approximately, July 1st of '03.**

22 Q. You received what exactly from City
23 Mortgage, Inc.?

24 A. **A referral to foreclosure.** Our -- the
25 financial documents that showed how much was due and

1 owing, the interest as of that date, what the per diem
2 was, and more than likely a copy of the mortgage at
3 the time, and I think we also got a copy of the note
4 at the time as well.

5 Q. Did you receive the original note?

6 A. At the time -- let me look at the complaint
7 and I'll tell you. I believe we did.

8 Q. So you received the original note
9 approximately the beginning of July?

10 A. Approximately. I don't have the exact
11 date.

12 Q. But prior to filing the complaint, you had
13 that?

14 A. Yes.

15 Q. Okay. Do you have the original note in
16 your file there?

17 A. Yes, I do.

18 Q. Could you please compare that original
19 promissory note? And, for the record, this is the
20 promissory note, allegedly the source of David
21 Acosta's debt to City Mortgage, Inc., according to the
22 complaint.

23 A. I'm sorry? I lost you. You asked me to
24 compare --

25 Q. I was simply saying for the record what the

1 document was. The document that we're referring to
2 now is the original note, the original promissory
3 note, which is alleged to be the source of David
4 Acosta's debt under this foreclosure action?

5 A. Yes.

6 Q. Could you compare that promissory note to
7 the copy of that promissory note in the foreclosure
8 action that you prepared?

9 A. That's one in the same.

10 Q. That's one in the same?

11 A. Yes.

12 Q. Okay. It's your testimony that it's
13 exactly the same?

14 A. Let me just make sure. Yes, it appears to
15 be the same.

16 Q. Okay. Fair enough. I'm going to draw your
17 attention to the promissory note -- I'm sorry, let's
18 go back.

19 We're going to go back to the complaint
20 that you prepared, and specifically we're going to --
21 there's a page that says here "notice required by the
22 Fair Debt Collection Practices Act."

23 A. Okay. Yes.

24 Q. Okay. Can you tell me what this -- what
25 this document is?

1 A. It is just -- as it says, it's a notice as
2 is required by the Fair Debt Collection Practices Act
3 that makes the borrower aware that it has a certain
4 amount of time to dispute the debt and if they are
5 going to dispute it, what they need to do. It's just
6 putting them on notice that they have the right to do
7 that.

8 Q. This is required under Fair Debt Collection
9 Practices Act --

10 A. Yes.

11 Q. -- to be conveyed to the consumer?

12 A. Yes, it is.

13 Q. Do you include this in all your foreclosure
14 actions?

15 A. Yes, we do.

16 Q. Because it's required?

17 A. Yes.

18 Q. It would be a violation not to include
19 this?

20 A. Correct.

21 Q. Now, Number 2, Paragraph Number 2 on that
22 notice says: "The plaintiff as set forth in the
23 attached summons and complaint is the creditor to whom
24 the debt is owed." Did I read that correctly?

25 A. Yes, you did.

1 Q. What does that mean?

2 A. The person -- the plaintiff or the entity
3 who's named as plaintiff in this action is a creditor
4 to whom the debt is owed.

5 Q. So, in this case, there's a foreclosure
6 complaint alleging that David Acosta has a debt to the
7 plaintiff, to City Mortgage, Inc.?

8 A. Yes.

9 Q. All right. Let me draw your attention to
10 your original promissory note that you have in front
11 of you. Go to the very last page of that promissory
12 note, the back of that page. Can you identify what
13 the writing is on the back of that page?

14 A. Would you like me to read it, is that what
15 you mean?

16 Q. I would like for you to tell me what the
17 writing is. Could you describe what that is? Do you
18 know what it is?

19 A. I guess an enforcement, without request
20 of -- I don't know if I understand what your -- the
21 question is.

22 Q. My question is, do you know what that
23 writing is?

24 MR. McSURDY: Which, specifically? There
25 are two different items on the back of that,

1 Mr. Acosta.

2 Q. We will take one at a time. Let's take the
3 top-most one, what is that writing, can you describe
4 what it is? From a legal perspective, what type of
5 writing is it? You mentioned endorsement earlier. Is
6 that an endorsement?

7 A. I venture to say it is.

8 Q. You venture to say it's an endorsement, but
9 you're not sure?

10 A. I'm not sure, I'll be honest. 

11 Q. Not sure. Okay. All right. And the
12 writing at the bottom of the page that's upside down,
13 is that similar to the one that's at the top in terms
14 of the type of writing it is?

15 A. In terms of the type, yes.

16 Q. Would you say that's an endorsement?

17 A. I don't know. 

18 Q. So you're not familiar with whether that's
19 an endorsement or not, you just don't know?

20 A. I'm not sure. 

21 Q. Now, you mentioned the word endorsement. I
22 didn't mention that, so let's go by your definition.
23 What do you understand an endorsement to be?

24 A. That was just a gander at what that may be.

25 Q. I know you're not sure if that's an

1 endorsement, because what does endorsement mean to you
2 irrespective of this document?

3 MR. McSURDY: Do you not -- do you want him
4 to clarify the question?

5 THE WITNESS: Yes.

6 BY MR. ACOSTA:

7 Q. I can clarify the question. You used the
8 term endorsement a few moments ago, all right, and you
9 were looking at the document.

10 A. Uh-huh.

11 Q. And you -- I think you said you venture to
12 say it's an endorsement?

13 A. Not sure.

14 Q. I understand. I understand that you're not
15 sure. Let's forget the document for the moment.

16 A. Okay.

17 Q. All right. What is your understanding
18 of -- what is your definition of endorsement,
19 irrespective of this specific document?

20 A. I don't know that I have a definition in my
21 head. I use the word endorsement because I've come
22 across situations like this before where -- not in
23 this specific case, where we're not clear as to who
24 holds the note, and on the back I've seen that type of
25 writing before, which was considered an endorsement to

1 a particular entity.

2 And, so, my using the word endorsement was
3 just drawing from memory of past cases, not a hundred
4 percent sure what it is, just venturing; so, I guess I
5 don't know that I can give you a clear definition.

6 Q. Okay. Fair enough. We can pick up on your
7 cursory knowledge of it, if I can call it that?

8 A. Cursory is a good word.

9 Q. So in the past where there's a question of
10 the ownership of the note, you look at the
11 endorsements?

12 A. If there is one, yeah.

13 Q. If there is one. And what does that tell
14 you?

15 A. Who the note may be held by, possibly.

16 Q. Held by or owned by?

17 A. I use the words interchangeably, I guess, I
18 like held by.

19 Q. Held by?

20 A. Yeah.

21 Q. All right. So if you saw an endorsement on
22 a note, would the endorsement say, for example --
23 strike that.

24 How would you know by looking at a note who
25 held or owned the note by looking at this endorsement?

1 How would you know?

2 A. I -- you know, the endorsement is usually a
3 last resort. I guess I'm usually going from what's on
4 here. If there's an assignment, I look at that;
5 usually, there's an assignment.


6 Q. Assignment of a note?

7 A. I'm confusing myself.

8 Q. Take your time.

9 A. You're asking me how would I know who
10 holds -- who owns the note by looking at the
11 endorsement?

12 Q. Yes. How would you know that?

13 A. You know, because I'm not that familiar 
14 with the endorsements, you know, if I were to look at
15 this and consider this an endorsement, which I don't
16 know that it is, I would venture to say, again,
17 because it reads "without recourse paid to the order
18 of CitiCorp Mortgage," I would venture to say that is
19 the actually entity that holds the note. But again,
20 it's a gander.

21 Q. Okay. Fair enough. Let's go on that. So
22 you're looking at an endorsement that says, without
23 recourse, could you read the rest of that?

24 A. "Without recourse, paid to the order of
25 Citicorp Mortgage, Inc." Do you want me to read the

1 rest?

2 Q. Yes, please.

3 A. "Mortgage Capital Associates, Inc., a
4 California Corp." Then it has the --

5 Q. Has the signature line?

6 A. Signature line.

7 Q. And signature?

8 A. Yes.

9 Q. And it says J. Starin, corporate secretary?

10 A. Corporate secretary.

11 Q. Fair enough. Again, if you were looking at
12 this document -- again, I understand that you are
13 unclear and unsure.

14 If you were looking at this document and
15 venturing a guess, you would say that this note has
16 been endorsed to CitiCorp Mortgage, Inc.?

17 A. Yes.

18 Q. And that's who the owner of the note is at
19 that point?

20 A. Yes.

21 Q. Okay. Let's turn the document over, 'cause
22 the other one is actually upside down. Could you read
23 that endorsement?

24 A. "Without recourse, paid to the order of
25 Citibank FSB, City Mortgage, Inc., formerly known as

1 CitiCorp Mortgage, Inc." And, again, a signature
2 line, which reads Michelle Hunt, assistant vice
3 president.

4 Q. Okay. So this would be another endorsement
5 on this page, on this note?

6 A. (Nods head affirmative.) Yes.

7 Q. Okay. **Would it be fair to say that this**
8 **endorsement came after the first endorsement that you**
9 **read?**

10 A. I --

11 Q. Just judging from the order of who's paying
12 to who?

13 A. **I don't know. I can't tell.**

14 Q. Okay. Let's -- let's go at it another way.
15 The first endorsement that we looked at, would you
16 agree, reads "without recourse pay to the order of
17 CitiCorp Mortgage, Inc."?

18 MR. McSURDY: She already answered that
19 question "yes".

20 Q. Fair enough. All right. Now, that
21 endorsement, as it reads there, would you say the
22 debt's being endorsed to CitiCorp Mortgage, Inc. by
23 Mortgage Capital Associates, Inc.?

24 A. **Again, I'm not sure. I don't know.**

25 Q. Okay. Do you see the by-line there?

1 A. Yes.

2 Q. So we're trying to -- trying to get at here
3 is to see who's endorsing this to CitiCorp Mortgage,
4 Inc. Does the by-line give you an indication who's
5 endorsing this to CitiCorp Mortgage, Inc.?

6 A. Yes.

7 Q. And is it fair to say that Mortgage Capital
8 Associates, Inc. is endorsing it to CitiCorp Mortgage,
9 Inc.?

10 A. Yes.

11 Q. Okay. Fair enough. So now CitiCorp
12 Mortgage, Inc., at least according to that
13 endorsement, is the owner of the note?

14 A. Yes.

15 Q. And we turn the document over and now
16 there's another endorsement. Do you see the by-line
17 there?

18 A. Yes.

19 Q. Okay. And this endorsement is being made
20 by whom?

21 A. CitiCorp Mortgage.

22 Q. And being paid to?

23 A. Citibank FSB.

24 Q. So who would own this note?

25 A. If I were going by the endorsement,

1 Citibank FSB.

2 Q. Okay. So they would be the owner of the
3 note at that point. Do you see any other endorsements
4 on this document?

5 A. Other than the two that we've gone through,
6 no.

7 Q. Okay. Fair enough. So would it be fair to
8 say, Marie, that the note as it -- the original note
9 as we've read it and as we've gone through it is owned
10 by Citibank FSB?

11 A. Yes.

12 Q. And not City Mortgage?

13 A. Well, it's also my understanding that
14 they're affiliates of each other. But if we're going
15 to go word by word, but yes, Citibank. But it's my (3)
16 understanding City Mortgage and Citibank are one in
17 the same. But if we're going to go word by word by
18 what it says here, then Citibank, yes.

19 Q. So Citibank owns this note?

20 A. Yes.

21 Q. All right. So is the debt, at least under
22 this promissory note, owed to Citibank FSB or City
23 Mortgage, Inc.?

24 A. If I'm going by the endorsement, I'm going
25 to go the Citibank FSB.

1 Q. Okay. So if we went back to Exhibit M,
2 Exhibit M being the summons and complaint, including
3 the lis pendens, where City Mortgage, Inc. is
4 represented as the entity to whom the debt is owed,
5 shouldn't that be saying Citibank FSB in light of
6 what's on the actual original promissory note?

7 A. I can say this, at the time of the filing
8 of the complaint, what we do is we look at what's of
9 record and of record at the time City Mortgage had an
10 assignment in to them that showed them as the owner of
11 it, so when we filed --

12 Q. The owner of what? I'm sorry.

13 A. Of the note. ←

14 Q. The owner of the note. And as of what date
15 was that?

16 A. If we filed our complaint in July 2003,
17 then it's approximately around about then.

18 Q. Now, you testified earlier that
19 approximately the beginning of July, approximately
20 July 1?

21 A. Is when we got the referral, yeah.

22 Q. So when you got the referral and you got
23 other documents -- you testified that it included the
24 promissory note, the original promissory note?

25 A. Yes.

1 Q. Did you look at the promissory note and its
2 endorsements to determine who actually owned the note?

3 A. I cannot recall if I did. ←

4 Q. So, according to what we've just looked at
5 in the promissory note, the debt under that specific
6 note is alleged to be owed to Citibank FSB?

7 A. According to what we just looked at, yes.

8 Q. And not City Mortgage, Inc.?

9 A. It specifically states --

10 MR. McSURDY: Again, how many times do you
11 have to ask the same question? You already asked
12 that and she answered it, yes, she stated that
13 it's stipulated on the record.

14 BY MR. ACOSTA:

15 Q. All right. So does your complaint in
16 Count I, Paragraph 5, truthfully represent who the
17 debt is owed to?

18 A. Paragraph 5, you said?

19 Q. Yes.

20 A. I believe it does. I believe it does.

21 Q. Okay. Tell me how.

22 A. Well, CitiCorp Mortgage -- there's an
23 assignment of record -- at the time of the filing of
24 the complaint, there was an assignment of record into
25 City Mortgage, Inc. There's no assignment of record

1 as to an assignment to any other entity.

2 And when we filed the complaint, we went
3 with what was of record showing an assignment into
4 CitiCorp Mortgage as the owner. So when we filed the
5 complaint, technically of record, what was out there,
6 there was no assignment as far as I know into
7 Citibank's FSB. I understand what you're saying, that
8 there was an endorsement, but of record --

9 MR. McSURDY: Just to clarify, Marie, are
10 you talking of the note or the mortgage?

11 Q. Yes, that's what I was going to next. Are
12 we talking about the promissory note or the mortgage?
13 You referred to an assignment.

14 A. Okay. I see what you're saying. I had
15 two -- okay. Okay. So your question to me is at the
16 time of the filing of the complaint, who actually held
17 the note, is that what you're asking me?

18 Q. We already went through that, we've done
19 that already. My question to you --

20 MR. McSURDY: What's the question?

21 Q. -- is Paragraph Number 5 refers to the
22 plaintiff in this action.

23 A. Yes.

24 Q. And the plaintiff is, up at the top of the
25 page, says City Mortgage, Inc.?

1 A. Right.

2 Q. Does Paragraph Number 5 truthfully
3 represent who this debt is owed to?

4 A. Could I just have a couple of minutes just
5 to think?

6 Q. Sure.

7 A. Okay. Thank you. I say yes, I say it
8 does.

9 Q. Okay. Can you explain to me how the
10 plaintiff, City Mortgage, Inc., is the one that the
11 debt is owed to?

12 A. And again, maybe my understanding of it is
13 skewed, but from what I understand, City Mortgage and
14 Citibank FSB are not different entities. They are, if
15 I have my bearings correct, subsidiaries -- or one is
16 a subsidiary of another, and I think the name is
17 interchangeable.

18 And I believe this is what happened here.
19 It was endorsed to Citibank FSB but City Mortgage
20 is -- they are related, that's my understanding of it.

21 Q. Okay. Now, we already went through this
22 and we don't want to revisit all of the questions
23 related to that. But we've already gone and
24 established that Citibank FSB is the owner of the
25 note, at least according to the endorsements on the

1 original promissory note, do you remember that part of
2 our conversation?

3 A. Yes.

4 Q. Now, if Citibank FSB owns the note, isn't
5 the debt under that note due to Citibank FSB?

6 MR. McSURDY: She's already answered that
7 question, they're affiliated. She answered that
8 they were affiliated companies and, therefore,
9 it's due to one or the other, that I believe's
10 your answer, am correct?

11 THE WITNESS: That's what I'm referring to.

12 BY MR. ACOSTA:

13 Q. Your answer is that City Mortgage, Inc. and
14 Citibank FSB are one in the same?

15 A. Or at least affiliated.

16 Q. Or at least affiliated?

17 A. Yes. They're --

18 Q. Can you tell me where Citibank FSB is on
19 your complaint anywhere?

20 A. It's not.

21 Q. Citibank FSB is not in the complaint
22 anywhere?

23 A. No.

24 Q. But the plaintiff is represented to be City
25 Mortgage, Inc.?

1 A. Yes.

2 Q. And it's your testimony that City Mortgage, Inc., which is your client -- 5

3 Inc., which is your client --

4 A. Yes.

5 Q. All right. -- and Citibank FSB are one in
6 the same, they're not separate entities?

7 MR. MCSURDY: Again, she answered the
8 question. She's not saying that they're the same.
9 She's saying they're related somehow or affiliated
10 somehow. Mr. Acosta, how many times can you
11 answer -- ask the same question?

12 MR. ACOSTA: I'm trying to understand why.

13 MR. MCSURDY: But she's answered the
14 question already that they're affiliated somehow.
15 She's not saying they're the same. She's saying
16 they're related somehow. That's her
17 misunderstanding. Am I misstating --

18 THE WITNESS: No. That's my understanding,
19 that there is a relationship between the two,
20 there's an affiliation.

21 MR. ACOSTA: Okay.

22

23 BY MR. ACOSTA:

24 Q. You testified earlier that the debt is owed
25 to, at least according to the endorsements, owed to

1 Citibank FSB?

2 A. Yes.

3 Q. Looking at the promissory note endorsements
4 one more time, does the endorsement -- the first
5 endorsement at the very top of the page, does that
6 endorsement change who the debt is owed to?

7 If it's an endorsement from Mortgage
8 Capital Associates, Inc., to CitiCorp Mortgage, does
9 that mean that CitiCorp Mortgage then is the one
10 that's due whatever obligation under the note?

11 A. It is my understanding, yes.

12 Q. And if we went to the other endorsement,
13 that second endorsement as its presented here on the
14 back of the promissory note, does that change who the
15 money is owed to between City Mortgage, Inc. --
16 CitiCorp Mortgage and Citibank?

17 A. You're asking me does it once again change?

18 Q. Yes.

19 A. I believe it does.

20 Q. Okay. So there's a conveyance, some sort
21 of conveyance of a right with this endorsement as it
22 appears on this promissory note, is that fair to say?

23 A. Yes, that's fair, yes.

24 Q. If CitiCorp Mortgage or City Mortgage, Inc.
25 and Citibank FSB were affiliated, why would they need

1 to endorse from one entity to the other?

2 MR. McSURDY: Again, if you know the answer
3 to that question.

4 A. That I don't know the answer to.

5 Q. Okay. Fair enough. Great. Based on the
6 endorsement that is on the note, is it fair to
7 characterize that there was an intent, at least
8 expressed by what's on the note, that CitiCorp
9 Mortgage or City Mortgage, Inc. intended that the note
10 actually be conveyed to Citibank FSB?

11 MR. McSURDY: Object. There's no way for
12 her to have known what the intent was.

13 Q. Okay. So it's your testimony, Marie, that
14 the plaintiff in the action that you filed, the
15 foreclosure action, Exhibit M, City Mortgage, Inc., is
16 due the amounts of money that are on Paragraph 11?

17 A. Yes.

18 Q. How is it that City Mortgage, Inc. is due
19 any money if they've endorsed the note to Citibank
20 FSB?

21 A. Well, again, I'm going to stick with my
22 initial response, in that I do believe that they're
23 affiliates of each other, and that's why. They -- it
24 is my understanding, again, that because they're
25 affiliated, City Mortgage had the action.

1 MR. MCSURDY: And also Mr. Acosta, to
2 answer -- she also answered your question in that
3 the mortgage was assigned of record to City
4 Mortgage at that point when the case was filed.

5 MR. ACOSTA: We were talking about the
6 note.

7 MR. MCSURDY: I know, but she's already
8 stated -- she's already answered her question for
9 you. The record will reflect she's already
10 answered your question in two parts.

11 MR. ACOSTA: Okay. It's 12:00. I think we
12 should probably break for lunch and we can pick up
13 after lunch and finish this up. Is that all right
14 with you, counsel?

15 MR. MCSURDY: That sounds good.

16 MR. ACOSTA: Let's go off the record.

17 (Thereupon, a luncheon recess was taken
18 from 12:00 p.m. to 1:05 p.m.)

19 BY MR. ACOSTA:

20 Q. Back on the record here. Now, Marie, you
21 mentioned before we broke for lunch that City
22 Mortgage, Inc. was accurately represented as the party
23 to whom the debt was owed in your complaint --

24 A. Yes.

25 Q. -- because it was an affiliate of Citibank

1 FSB?

2 A. Yes. Yes.

3 Q. Now is Citibank FSB also your client? (5)

4 A. I --

5 Q. Or a client of this firm?

6 A. To be honest, I'm not -- I cannot recall.

7 It's possible that I have foreclosed before in the
8 name of Citibank FSB, I probably have, but I'm just
9 guessing.

10 Q. Are you familiar with the ownership,
11 Citibank whether Citibank owns City Mortgage or
12 whether City Mortgage owns Citibank, are you familiar
13 with who owns who?

14 A. I don't have the exact layout or, you know,
15 any merger or any information. I couldn't, like, tell
16 you specifically who owns what and who is a subsidiary
17 or what. I just know general affiliation.

18 MR. ACOSTA: Can we go off the record for a
19 moment?

20 MR. McSURDY: Sure.

21 (Thereupon, a discussion was held off the
22 record.)

23 MR. ACOSTA: We're back on the record. We
24 will need to mark this as Exhibit -- let's call it
25 A1.