

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CASE NO: 2008 057087 CA 02

INDYMAC FEDERAL BANK FSB

Plaintiff,

vs.

██████████ ██████████ et al.,

Defendants.

-----/

DEPOSITION OF MARCOS FLORES

Monday, November 28th, 2011
2:00 p.m. - 5:31 p.m.
U.S. Legal Support
20803 Biscayne Boulevard - Suite 300
Aventura, Florida

Stenographically Reported By:
Angela R. Keyes, RPR, FPR
Notary Public, State of Florida

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPEARANCES

On Behalf of the Plaintiff:
AKERMAN SENTERFITT
Las Olas Centre II
350 East Las Olas Boulevard - Suite 1600
Fort Lauderdale, Florida 33301
(954)463-2700
BY: SAMANTHA J. KAVANAUGH, ESQUIRE - and -
NATHANIEL D. CALLAHAN, ESQUIRE

On Behalf of the Defendants:
ICE LEGAL, P.A.
1015 North State Road 7 - Suite D
Royal Palm Beach, Florida 33411
(561)729-0530
BY: [REDACTED] ESQUIRE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX OF PROCEEDINGS

Deposition of MARCOS FLORES	Page
Direct Examination by Mr. [REDACTED]	4

DEFENDANT'S EXHIBITS

Number	Description	Page
A	Notice	17
B	Complaint	25
C	Response	27
D	Motion	36
E	Notice of Filing	48
F	Assignment	98
G	Excerpts	110
H	Answers	130
I	Affidavit	136
J	Withdrawal of Affidavit	137

1 Deposition taken before Angela R. Keyes, RPR,
2 FPR, Notary Public in and for the State of Florida at
3 Large, in the above cause.

4 - - - - -

5 THE COURT REPORTER: Do you swear or affirm
6 the testimony you are about to give will be the
7 truth, the whole truth, and nothing but the truth?

8 THE WITNESS: I do.

9 Thereupon,

10 MARCOS FLORES

11 having been first duly sworn or affirmed, was examined
12 and testified as follows:

13 DIRECT EXAMINATION

14 BY MR.

15 **Q. Can you state your name, please.**

16 A. Sure. Marcos Flores.

17 **Q. Have you been deposed before?**

18 A. Yes, I have.

19 **Q. How often?**

20 A. I would say at this point I have a handful of
21 times.

22 **Q. How many?**

23 A. A handful of times. Maybe five.

24 **Q. Going to run through the preliminary stuff**
25 **very quickly. Make sure you say yes or no. If you say**

1 um-hmm the court reporter can't get it down. Make sure
2 you let me finish my question because she can't type
3 two voices at the same time. If you don't understand
4 just tell me and I will rephrase. If you need a break
5 just tell me.

6 Sometimes you will remember something in
7 response to an earlier question. Will you agree to
8 tell me if that happens?

9 A. Yeah, absolutely.

10 Q. Are you under any medications today that would
11 influence your answers?

12 A. No, I am not.

13 Q. Okay. What is your title?

14 A. I am an assistant vice president, regional
15 outreach manager.

16 Q. At what company?

17 A. OneWest Bank.

18 Q. And how long have you worked with OneWest?

19 A. Officially I started working with them March
20 of 2009 is when OneWest came into existence.

21 Q. March of '09. And have you always been an
22 assistant vice president?

23 A. No. Prior to that, I was a supervisor manager
24 in the loss mitigation department. We are responsible
25 for the actual production of loan modifications.

1 Q. Okay. That was previous to March of '09?

2 A. Yes.

3 Q. That would have been at IndyMac Federal Bank
4 FSB?

5 A. Yeah, IndyMac Federal Bank FSB and IndyMac
6 Bank, a failed institution prior to that.

7 Q. And that was in '08 when the switchover
8 happened from IndyMac Bank to IndyMac Federal Bank FSB,
9 correct?

10 A. Correct.

11 Q. Do you know the month and date?

12 A. July of 2008 the OTS gave the authority for
13 the FDIC to come in.

14 Q. Before being a supervisor or manager at
15 IndyMac Bank, what did you do before that?

16 A. I was a supervisor in the loan resolution
17 department at a company called Aegis.

18 Q. And how long were you there?

19 A. That was from '05 to '07.

20 Q. Can you describe your duties as assistant vice
21 president of OneWest?

22 A. My primary function is for outreach
23 responsible for counseling homeowners facing
24 foreclosure, prevention workshops, and I do appear as a
25 witness because of my servicing background and because

1 of my prior management experience in the loss
2 mitigation department.

3 **Q. Anything else?**

4 A. Pretty much any special projects that are
5 required. I act as a liaison to the loss mitigation
6 department right now.

7 **Q. Well, can you give me an example of a special
8 project?**

9 A. Well, keeping abreast with legal trends,
10 working with firms, you know, doing presentations for
11 our own team, continuing education training, that type
12 of stuff.

13 **Q. How many times have you testified as a
14 witness?**

15 A. In trials, in hearings, probably close to 200.

16 **Q. How long have you been doing that?**

17 A. Since February of this year. We have been
18 pretty busy this year.

19 **Q. Is OneWest the servicer of the loan we are
20 here to talk about today?**

21 A. Yes, we are.

22 **Q. How do you know that?**

23 A. We are. Well, in my review of our business
24 records we looked at various documents including the
25 PSA agreement.

1 **Q. Anything else?**

2 A. Yeah. Deutsche Bank is the actual investor.

3 **Q. Okay. And besides business records and the**
4 **PSA did you look at anything else to determine that**
5 **OneWest Bank FSB is the servicer of the subject loan?**

6 A. Yeah. I looked at the history of transactions
7 on the account, loan activity, any loss mitigation
8 efforts that have been made. We looked at pay history,
9 looked at the original note, the original mortgage,
10 examples. Pretty much I guess anything that has to do
11 with I guess fact-related business transactions we
12 looked at. I looked at I should say.

13 **Q. Anything else covered by what you said was**
14 **business records that you didn't mention?**

15 A. Nothing that comes to mind right now. Can't
16 seem to recall every single document.

17 **Q. How long ago did you look at all those**
18 **documents?**

19 A. I started to look at them about a month ago I
20 guess when the conversation came up that we were
21 looking at a deposition on this account. So started
22 then and kind of refreshed memory this past week, and
23 then last night or last evening.

24 **Q. Of those documents that you named, which**
25 **documents specifically name OneWest Bank FSB as the**

1 **servicer for this loan?**

2 A. Well, I would hate to draw a legal conclusion,
3 but the PSA actually references the investor Deutsche
4 Bank and names IndyMac, IndyMac Bank as the servicer,
5 the original servicer. All rights and privileges
6 transferred over to FDIC, and OneWest acquired those
7 assets and limited liability. So the PSA.

8 **Q. Those documents of transfer in regards to the**
9 **FDIC switchovers, have you looked at all those?**

10 A. I am not sure exactly. What are you
11 referencing specifically?

12 **Q. Sure. When IndyMac Bank FSB became IndyMac**
13 **Federal Bank FSB, did you look at documents in**
14 **conjunction with that switchover?**

15 A. Like what kind of documents? Can you give me
16 an example?

17 **Q. Any documents at all.**

18 A. Well, I mean I wasn't a part of the actual
19 transaction for the acquiring of the assets and
20 liabilities, so I hadn't looked at the actual
21 signatures or sales agreement that was consummated so
22 to speak.

23 **Q. Do you know was there a list of assets**
24 **contemplated in that switchover from IndyMac Bank FSB**
25 **to IndyMac Federal Bank FSB?**

1 A. I would hate to draw any assumptions because I
2 hadn't seen an actual document, so I don't know.

3 **Q. Okay. And then the second switchover was**
4 **IndyMac Federal Bank FSB to OneWest Bank FSB, right?**

5 A. I don't think switchover is a fair
6 characterization. For the record I want to make clear,
7 OneWest is a completely separate entity. They didn't
8 assume anything. We purchased the assets from the FDIC
9 from IndyMac Federal. So completely different company,
10 completely different transaction.

11 **Q. Okay. And have you seen any documents in**
12 **conjunction with that purchase?**

13 A. Nothing specific except for everything else
14 that's out there that's public knowledge that's on the
15 Internet.

16 **Q. Okay. So what did you look at that was public**
17 **knowledge on the Internet?**

18 A. Announcements that were made directly by the
19 FDIC.

20 **Q. Anything else?**

21 A. Nothing else I can think of.

22 **Q. For clarification purposes, to shorten it up a**
23 **little bit, when I say IndyMac Federal, I am referring**
24 **to IndyMac Federal Bank FSB. You understand that,**
25 **right?**

1 A. Yeah. Okay.

2 Q. And if I say IndyMac I will be referring to
3 IndyMac Bank FSB, right?

4 A. Okay. Yeah.

5 Q. And same question for OneWest Bank FSB. If I
6 say OneWest you will understand that's what I am
7 referring to, right?

8 A. Fair enough, yeah.

9 Q. This is the notice of deposition for today.
10 Have you seen this before?

11 A. Yes.

12 Q. Okay. When did you take a look at this?

13 A. I guess about a week ago.

14 Q. You said OneWest is the servicer of this loan,
15 right?

16 A. Yes, sir.

17 Q. And Deutsche Bank is the investor?

18 A. Yes, sir.

19 Q. So that would mean they are the owner of the
20 loan?

21 A. They actually -- Yeah.

22 MS. KAVANAUGH: Object to the form of the
23 question. Go ahead.

24 THE WITNESS: Actually own the note.

25 MR. [REDACTED] What's wrong with the form?

1 MS. KAVANAUGH: Owned the loan, that is --

2 MR. [REDACTED] Sure.

3 BY MR. [REDACTED]

4 Q. So you agree with me Deutsche Bank owns the
5 note, right?

6 A. Yeah.

7 Q. And Deutsche Bank owns the mortgage?

8 A. Well, the note is the instrument that ties the
9 debt to the borrower. The mortgage itself is the deed.
10 So yeah, they are all part of the same transaction.

11 Q. Okay. And when I say Deutsche Bank, you will
12 understand I am referring to Deutsche Bank National
13 Trust Company as trustee of the IndyMac INDX Mortgage
14 Loan Trust 2005-AR33 mortgage pass through certificates
15 series 2005-AR33 under the pooling and servicing
16 agreement dated December 1st, 2005?

17 A. Correct.

18 Q. And you are aware that Deutsche Bank
19 substituted in as plaintiff in this case, right?

20 A. Yeah, I understand there was a motion to
21 substitute party plaintiff.

22 Q. So when I refer to plaintiff you will
23 understand I mean Deutsche Bank, right?

24 A. Yes.

25 Q. Are you an employee of Deutsche Bank?

1 A. No, sir, I am not.

2 Q. Have you ever been an employee of Deutsche
3 Bank?

4 A. No, sir.

5 Q. Are you a shareholder of Deutsche Bank?

6 A. No, sir.

7 Q. Have you spoken to anyone at Deutsche Bank
8 about this loan?

9 A. No.

10 Q. Did anyone at Deutsche Bank designate you to
11 appear today?

12 A. No, they didn't.

13 Q. Have you ever been compensated by Deutsche
14 Bank?

15 A. No.

16 Q. Are you an officer of Deutsche Bank?

17 A. No, sir.

18 Q. Are you a managing agent of Deutsche Bank?

19 A. Can you clarify what you mean by managing?

20 Q. Sure. What do you understand the term
21 managing agent to mean?

22 A. You just answered my question with a question.
23 What do you mean by managing?

24 Q. Sure. How do you understand the term
25 managing?

1 A. Well, it could mean various things. It could
2 mean directly managing. In some respects or some
3 regards OneWest is a managing agent of Deutsche Bank
4 because we are managing or servicing those assets on
5 their behalf.

6 **Q. Okay. So using your definition, are you a**
7 **managing agent of Deutsche Bank?**

8 A. Yes. If it's implied that we are managing or
9 servicing their assets, yes.

10 **Q. Okay. What document have you seen that**
11 **authorizes OneWest to manage the assets of Deutsche**
12 **Bank?**

13 A. PSA agreement.

14 **Q. Anything else?**

15 A. No.

16 **Q. Are you a director of Deutsche Bank?**

17 A. No, sir.

18 **Q. Board member of Deutsche Bank?**

19 A. No, sir.

20 **Q. Do you know what state Deutsche Bank is**
21 **incorporated in?**

22 A. No.

23 **Q. Do you know where Deutsche Bank's headquarters**
24 **is located?**

25 A. No.

1 **Q. Do you know how many employees Deutsche Bank**
2 **has?**

3 A. No.

4 **Q. Do you know who the president of Deutsche Bank**
5 **is?**

6 A. No, sir.

7 **Q. Vice president?**

8 A. No, sir.

9 **Q. Treasurer?**

10 A. No.

11 **Q. Secretary?**

12 A. No.

13 **Q. CEO?**

14 A. No.

15 **Q. Do you have a phone number for Deutsche Bank?**

16 A. Not on me, but we do have access to contact
17 the investor.

18 **Q. Okay. And you said you have not contacted**
19 **anyone at Deutsche Bank regarding this loan?**

20 A. No, not personally.

21 **Q. Who decided that you would be the person to**
22 **testify on behalf of Deutsche Bank today?**

23 A. I am not sure what you mean by that question
24 who decided. There is a foreclosure litigation group
25 that assigns cases or asks for assistance when they

1 need someone to appear as a witness.

2 **Q. Okay. The foreclosure litigation group, is**
3 **that internal to OneWest?**

4 A. Yes.

5 **Q. Okay. Who is in charge of that group?**

6 A. The department itself, Erica Johnson-Seck.

7 **Q. So did she directly tell you that you would be**
8 **testifying today?**

9 A. No.

10 **Q. Who did that?**

11 A. There is an individual who sets up the
12 calendar for us. That individual did that.

13 **Q. Okay. Who is that?**

14 A. It was a specialist. Her name is Shameena
15 Campbell-Wright.

16 **Q. Your business card says Austin, Texas, right?**

17 A. Yeah.

18 **Q. That's where you work primarily?**

19 A. Yeah, that's where I live.

20 **Q. Erica Johnson-Seck and -- does she work at the**
21 **same office as you?**

22 A. They both work in Austin, yes.

23 **Q. I was going to try to remember that second**
24 **name, but it wasn't working.**

25 **How did you receive word that you were going**

1 **to testify here today? E-mail or phone call?**

2 A. I believe it was an e-mail.

3 **Q. Was there any discussion in the e-mail about**
4 **the areas of knowledge today?**

5 A. In the particular e-mail I got -- the initial
6 e-mail I got a copy of the duces tecum so I read
7 through it.

8 **Q. Okay. No. 1 of Exhibit A, which is on page**
9 **four, you understand we asked for the person with the**
10 **most knowledge about plaintiff's standing to bring this**
11 **action, correct?**

12 A. Yes.

13 **Q. Are you the person with the most knowledge**
14 **about plaintiff's standing to bring this action?**

15 A. Yeah, I would agree so.

16 **Q. Tell me about plaintiff's standing to bring**
17 **this action.**

18 A. Quite simply, we have a copy of the original
19 note and the mortgage. It's my understanding they were
20 filed with the court. The fact that we have those
21 originals, the state of Florida should give us
22 standing.

23 **Q. Okay. Anything else?**

24 A. No.

25 **Q. When did you look at the original note?**

1 A. The original -- I haven't seen the original.
2 I have seen copies of it.

3 **Q. Okay. When did you look at the original**
4 **mortgage?**

5 A. Probably the first time I looked at it was
6 maybe a month ago.

7 **Q. You have seen the actual original mortgage?**

8 A. No. Again, I haven't seen the actual
9 originals. I have seen copies of originals.

10 **Q. And again, when we say plaintiff has the**
11 **original note and mortgage, we are talking about**
12 **Deutsche Bank, right?**

13 A. Yes. Deutsche Bank is the plaintiff. We are
14 the servicer on behalf of Deutsche Bank.

15 **Q. Did plaintiff own the note before the filing**
16 **of this lawsuit?**

17 MS. KAVANAUGH: Object to the form of the
18 question. Go ahead. You can answer.

19 MR. [REDACTED] Sorry. What's wrong with the
20 form?

21 MS. KAVANAUGH: Own the note.

22 MR. [REDACTED] You can answer.

23 A. Okay. Yeah, it's my understanding that the --
24 I guess approximately a month after origination this
25 loan was pooled into the asset pool that was referenced

1 earlier. So Deutsche Bank has, for lack of a better
2 word, owned it since then. That was in December of
3 2005 I believe.

4 BY MR. [REDACTED]

5 **Q. Okay. And what did you look at to verify**
6 **that?**

7 A. That came directly from the PSA as well.

8 **Q. Anything besides the PSA to verify that?**

9 A. I think the MERS history out there will also
10 confirm that. I did look at the MERS history.

11 **Q. When did you look at that?**

12 A. I looked at it about a week ago. And I looked
13 at it again last night.

14 **Q. Okay. Besides the MERS history and the PSA,**
15 **anything else to verify that?**

16 A. Nothing that I can recall right now.

17 **Q. The MERS records, how did you pull those up?**
18 **Just on the computer?**

19 A. Yeah. The access to the database -- I don't
20 have a password myself, so a colleague of mine was able
21 to get that for me.

22 **Q. And you would agree with me the MERS records**
23 **contain a transfer audit, right?**

24 A. Yeah. I mean it memorializes milestones and
25 transfers, so.

1 **Q. Okay. Do you know who input those transfers**
2 **so that they were reflected in the MERS records?**

3 A. No, I don't. I am assuming someone from MERS,
4 but I wouldn't want to draw conclusions.

5 **Q. Have you ever input transactional events onto**
6 **MERS records?**

7 A. No, sir.

8 **Q. Was plaintiff the holder of the note prior to**
9 **the filing of this lawsuit?**

10 A. It's my understanding they were. I believe
11 that when the default occurred the firm that filed the
12 initial action was in possession of the note at that
13 time.

14 **Q. And what did you look at to verify that?**

15 A. There is a -- I believe there is a bailee
16 letter out there from 2008 that memorializes the
17 checking out of the original documents.

18 **Q. Okay. And the bailee letter, can you describe**
19 **for me what's contained in that letter?**

20 A. It's funny that they call it a letter because
21 it really doesn't look like a letter. It just looks
22 like a cover sheet. It documents the date that the
23 originals were checked out and the signature or
24 acknowledgement for receipt for it.

25 **Q. Okay. Do you know who checked that out?**

1 A. I don't recall the specific name.

2 **Q. Do you know where it was checked out from?**

3 A. Yeah. It was requested from the document
4 custodian.

5 **Q. Who is the document custodian?**

6 A. The document custodian is Deutsche Bank
7 National Trust.

8 **Q. And do you know where?**

9 A. It's located in California. I don't have the
10 specific address.

11 **Q. And you said the bailee letter contained an
12 acknowledgement of receipt?**

13 A. Yeah.

14 **Q. Who acknowledged that?**

15 A. It was the signature. Like I said earlier, I
16 don't recall the name signed on that.

17 **Q. Sure it wasn't somebody at OneWest?**

18 A. No. It was someone at I believe Florida
19 Default was the original firm, if I recall.

20 **Q. Okay. So OneWest's outside counsel?**

21 A. At that time OneWest didn't even exist. This
22 was back in 2008. So it would have been -- I can't
23 even recall. It would be IndyMac or IndyMac Federal.

24 **Q. Do you know who puts in the request for the
25 original note from the custodian?**

1 A. No, I don't. Something that in order to take
2 action the firms usually order. So someone within the
3 firm who was filing the complaint typically will order
4 it.

5 **Q. Okay. And by firm you mean again their**
6 **outside counsel?**

7 A. Outside counsel who has been assigned to work
8 the foreclosure action.

9 **Q. Do you know who is in charge of the document**
10 **custodian search once a request comes in?**

11 A. I am not sure what you mean. There is a
12 specialist who answers responses or is responsible
13 for -- it's my understanding for going to locate the
14 originals.

15 **Q. Specialist at Deutsche?**

16 A. Yeah, at Deutsche National.

17 **Q. Do you know the name of the person?**

18 A. No, I don't have the specific name. I believe
19 there is -- if you need a name -- a particular name,
20 Sylvia Carballo is the resource that I personally have
21 utilized in the past when there has been a question
22 about trying to locate it.

23 Now, I believe that she is an employee of
24 OneWest. I don't think that she works for the
25 custodian.

1 **Q. Okay. So your testimony was that plaintiff**
2 **held the note before the filing of the lawsuit, right?**

3 A. Yes, sir. To my knowledge, based on my
4 business record.

5 **Q. Okay. Are you aware that plaintiff alleged in**
6 **the original complaint that the note was lost?**

7 A. I am aware of that. I came across it in some
8 of the business record review. Not really sure why
9 that was the case or why that occurred.

10 **Q. So how do you reckon between the bailee letter**
11 **and the complaint which alleged that the note was lost?**
12 **In other words, how do you know that your testimony was**
13 **correct that the bailee letter was right?**

14 MS. KAVANAUGH: Object to the form of the
15 question. You can go ahead. You didn't establish
16 when the bailee letter was in the complaint and
17 that count also has been withdrawn.

18 BY MR. [REDACTED]

19 **Q. Well, let me back up. You are basing your**
20 **testimony on seeing the bailee letter, right?**

21 A. That's correct.

22 **Q. Anything else?**

23 A. Nothing else, aside from the fact that the
24 process or procedure would be that the bailee letter
25 would memorialize when the document was checked out,

1 thereby acknowledging that the original file for
2 transfer was sent to the firm. That's just normal
3 course of business, so. If you are asking whether I
4 was specifically a part of that transaction, no.

5 **Q. Have you ever spoken with anybody on the**
6 **bailee letter?**

7 A. On this particular account, no.

8 **Q. Did plaintiff buy this loan?**

9 A. I'm not sure what you are asking.

10 **Q. Sure. Did plaintiff pay any money for this**
11 **loan?**

12 MS. KAVANAUGH: Object to the form of the
13 question. If he knows.

14 A. Yeah. It's my understanding that there was
15 some transaction or some form in terms of that
16 particular pool of loans that were put together and
17 sold on the secondary market. I was not a part of that
18 transaction.

19 BY MR.

20 **Q. Do you know what date Deutsche Bank bought the**
21 **loan?**

22 A. Not specifically. It was in December. I
23 guess about 30 days after origination. Thirty to
24 45 days if I remember correctly.

25 **Q. Do you know what was paid?**

1 A. No, I don't know that. I know some other
2 facts about the particular pool. Close to 780 loans in
3 it.

4 **Q. Who did plaintiff buy the loan from?**

5 A. The actual I guess pool of loans, they were
6 purchased from IndyMac.

7 **Q. So plaintiff bought the note and mortgage from**
8 **IndyMac?**

9 A. Plaintiffs bought the asset, yes, as a part of
10 the pool.

11 **Q. Okay. I am marking Exhibit B. This is the**
12 **complaint. I will ask if you have seen this document**
13 **before?**

14 A. Yes, I have.

15 **Q. And when did you take a look at this?**

16 A. Roughly about a month ago is the first time
17 after that.

18 **Q. The last five pages of this whole packet**
19 **appears to be titled at the top Fixed Adjustable Rate**
20 **Note Interest Only Fixed Period, right?**

21 A. Um-hmm.

22 **Q. What's your --**

23 A. Yes. Absolutely.

24 **Q. This would appear to be the note that is the**
25 **subject of this lawsuit, right?**

1 A. Yes. It appears to be a copy.

2 **Q. Is there an endorsement on this note?**

3 A. In this note, on this copy, no, I don't see an
4 endorsement. I mean the signature -- the borrower
5 signed it, but as far as an endorsement, no.

6 **Q. Is there any allonge attached to this note?**

7 A. In this particular copy I don't see an
8 allonge. Usually on adjustable rates there is usually
9 an adjustable rate rider of some sort that's attached
10 to it.

11 **Q. Is this a copy of the original note?**

12 A. As far as I can tell it does appear to be a
13 copy of the original, yes.

14 **Q. Before looking at this complaint had you ever**
15 **seen Mr. [REDACTED] signature?**

16 A. No, sir.

17 **Q. Did you see him sign this note?**

18 A. No, sir.

19 **Q. Do you know how many copies of the note exist?**

20 A. No. That's not a question I can really
21 answer. Several copies do exist, though.

22 **Q. So more than three?**

23 A. Maybe a handful. There is -- They are all the
24 same copies. They are just in different systems. At
25 least a couple. There is one in our own imaging system

1 that OneWest utilizes. It's a system that we utilize
2 to document, you know, correspondence from the bar,
3 documents such as the note and the mortgage. This same
4 note is in the system that's utilized to communicate
5 with our attorneys as well.

6 **Q. Was that the MSP system?**

7 A. Process Management is the system we use to
8 communicate with our firms.

9 **Q. Okay. As we turn to page three of Exhibit B,**
10 **I am looking at top of the page, paragraph three, the**
11 **last sentence of paragraph three, would you agree with**
12 **me that reads, Copies of the original mortgage note and**
13 **mortgage are attached hereto and incorporated herein as**
14 **an exhibit?**

15 A. Yes, I would agree that's what the document
16 says.

17 **Q. Okay. Okay. I have marked Exhibit C, which**
18 **unfortunately I only have one copy of since it was**
19 **300 pages. So I apologize to counsel for that. But I**
20 **have tabbed it.**

21 You would agree with me this appears to be a
22 response to our request for production, right?

23 A. Yes.

24 **Q. Okay. Have you ever seen this before?**

25 A. Yes.

1 **Q. And when --**

2 A. I have seen pieces of it. Yeah, I started
3 looking at it about a month ago.

4 **Q. And I have tabbed a blue tab on the side**
5 **there. Unfortunately I don't have a page reference**
6 **because these were not Bates numbered.**

7 You would agree with me we are looking at a
8 document that at the top is entitled Fixed Adjustable
9 Rate Note Interest Only Fixed Period, right?

10 A. Yes.

11 **Q. Is this a copy of the original note?**

12 A. Yes, it appears to be.

13 **Q. How do you know?**

14 A. Just in terms of the basic fundamental things,
15 the origination the 21st of 2005, the property address,
16 the amount on the promise to pay.

17 **Q. But you have already testified you never seen**
18 **the original note, right?**

19 A. Yes, that's correct.

20 **Q. Is there an endorsement on this note?**

21 A. No, there is not.

22 **Q. Is there an allonge attached to this note?**

23 A. No, there is not.

24 MS. KAVANAUGH: Object to the form of the
25 question, at least in the way that they were

1 produced. There is not one that follows it.

2 BY MR. [REDACTED]

3 **Q. Right. As we look at this document, Exhibit**
4 **C, there is no allonge attached to this note, right?**

5 A. Correct.

6 **Q. Okay. You can take your time and look through**
7 **it if you want to look for an allonge.**

8 A. Just looking at there is a condominium rider
9 right there behind the mortgage. Then there is a fixed
10 adjustable rate rider, which is a separate document,
11 behind the mortgage as well.

12 I don't know whether those -- it's customary
13 usually for the rider to be behind the actual note, but
14 it looks like it's here in the documents that were
15 referenced and it was signed by Mr. [REDACTED]

16 MS. KAVANAUGH: This appears to be the
17 origination file, correct, from the --

18 MR. [REDACTED] I don't know.

19 THE WITNESS: The response for request for
20 production.

21 MR. [REDACTED] That's how they produced it to us.

22 BY MR. [REDACTED]

23 **Q. I am going to have you take another look at**
24 **Exhibit B, which is the complaint. Thankfully we are**
25 **done with this guy.**

1 On page three of the complaint we spoke
2 earlier about how plaintiff had alleged that there was
3 a lost note, right? And you said you were aware of
4 that, right?

5 A. Yeah, I was aware of it.

6 Q. Paragraph 19 says, Plaintiff was in possession
7 of the mortgage note and entitled to enforce it when
8 loss of possession occurred or plaintiff has been
9 assigned the right to enforce the mortgage note.

10 Do you know of anything to support that
11 statement?

12 A. Aside from the discussion we have already had
13 about it, I don't know like, you know, why there was I
14 guess an original representation that was made about
15 lost note. To my knowledge, the bailee letter
16 memorializes the fact that the originals were checked
17 out. So based on my review and as far as I know we are
18 in possession of the original note.

19 Q. Okay. So it would be incorrect to say that --
20 Sorry, I don't want to give you double negatives.

21 Would it be a true statement to say that the
22 note was lost as of the date of this complaint?

23 MS. KAVANAUGH: Object to the form of the
24 question. He already testified he doesn't know.

25 MR. [REDACTED] You can answer.

1 A. Yeah, no. I mean I am really not in a
2 position to answer that question. I don't know why
3 that representation might have been made when it was
4 made by prior counsel. What I do know is that we are
5 in possession of it currently, and that every step has
6 been taken to represent that we do have that with the
7 court.

8 BY MR. [REDACTED]

9 **Q. So as you sit here today you can't name a**
10 **single fact in support of paragraph 19?**

11 MS. KAVANAUGH: Object to the form of the
12 question. Again, he wasn't there during that time.

13 MR. [REDACTED] You can answer.

14 A. Yeah, I just -- I don't know.

15 BY MR. [REDACTED]

16 **Q. So as you sit here today you can't name a**
17 **single fact in support of paragraph 19, right?**

18 MS. KAVANAUGH: Same objection.

19 MR. [REDACTED] You can answer.

20 A. Yeah, same thing. Same question, same
21 response. I wasn't there. I don't know.

22 BY MR. [REDACTED]

23 **Q. Okay. So no, you can't name a single fact in**
24 **support of --**

25 A. Asked and answered.

1 MS. KAVANAUGH: Same objection.

2 BY MR. [REDACTED]

3 Q. Well, the reason I need to clear up the record
4 is when you say I don't know, it sounds like you don't
5 know whether you can name a fact in support of
6 paragraph 19. So as you sit here, are you aware of a
7 single fact --

8 A. Well, I don't know how else to state it. I
9 will restate it again. To my knowledge, you know, I
10 became involved in this transaction, like I said,
11 roughly about a month ago. When we looked, one of the
12 first questions that I always ask when it involves any
13 litigation pertaining to foreclosure is are we in
14 possession of the original note and the mortgage. And
15 everything that I have looked at in terms of our
16 business records represents that we are. Again, it's
17 my understanding that at some point some representation
18 was made that we are not. I was not involved in that
19 transaction. And it's my understanding that every step
20 has been taken to represent that we are in fact in
21 possession of it now. What prior counsel did, you
22 know, I can't speak to.

23 Q. Okay. Do you know who hired Florida Default
24 Law Group for this case?

25 A. Not directly, no, sir.

1 **Q. Is Erica Johnson-Seck in charge of the**
2 **attorney network for OneWest Bank?**

3 A. She is responsible, but I don't know if she is
4 directly responsible for hiring the firms or assessing
5 their performance.

6 **Q. Paragraph two on the notice of deposition**
7 **Exhibit A asks about plaintiff's rights to enforce the**
8 **note and mortgage.**

9 **Are you an employee of plaintiff with the most**
10 **knowledge of plaintiff's right to enforce the note and**
11 **mortgage?**

12 MS. KAVANAUGH: Object to the form of the
13 question. You can answer.

14 A. Yeah.

15 MR. [REDACTED] Sorry. What's wrong with the
16 form?

17 MS. KAVANAUGH: He already testified he is not
18 an employee of plaintiff.

19 THE WITNESS: Yeah, I am not an employee of
20 Deutsche Bank. I am an employee of OneWest Bank.
21 We are servicing the loan on behalf of Deutsche
22 Bank.

23 BY MR. [REDACTED]

24 **Q. And are you the person at OneWest Bank with**
25 **the most knowledge of Item No. 2?**

1 A. Yes.

2 **Q. Tell me about plaintiff's right to enforce the**
3 **note and mortgage.**

4 A. It's a pretty broad question. Just in
5 particular, the reason why we are here and the reason
6 why we have to enforce the note is because, you know,
7 the account is past due unfortunately. We have made
8 every effort to try and resolve at this point. We are
9 still committed to doing that. We have possession of
10 the original note and the mortgage. And without
11 payment or resolution, you know, unfortunately there is
12 no other course of action to take.

13 **Q. Anything else?**

14 A. No, sir.

15 **Q. You have testified you didn't speak to anybody**
16 **at Deutsche Bank about No. 2, right?**

17 A. No, sir, not directly.

18 **Q. Not directly. I mean did you speak to anybody**
19 **indirectly?**

20 A. No. But can I clarify something for the
21 record?

22 **Q. Sure.**

23 A. The question is based on an assumption that I
24 am required to do so. Based on the PSA and the
25 servicing agreement I don't have to talk to Deutsche

1 Bank about enforcing the note. Payment hasn't been
2 made.

3 **Q. Who did plaintiff obtain the right to enforce**
4 **the note and mortgage from?**

5 A. As plaintiff you mean Deutsche Bank?

6 **Q. Right.**

7 A. Well, they hold the original note and the
8 mortgage.

9 **Q. And they obtained the original note and**
10 **mortgage from whom?**

11 A. At the time of transaction or sale, the
12 documents were transferred over to them. That would
13 have been in 2005.

14 **Q. So who did they obtain possession from?**

15 A. They purchased the asset from IndyMac.

16 **Q. So IndyMac was in physical possession of this**
17 **prior to plaintiff coming in possession?**

18 A. I don't want to draw any conclusions or
19 assumptions. I wasn't there personally myself, but
20 yes, I would assume so. If Deutsche Bank was in
21 possession of the originals when they were previously
22 checked out and filed with the court, the assumption is
23 that they would have obtained those documents from the
24 FDIC -- or not from the FDIC, from IndyMac when they
25 consummated the sale.

1 Q. Okay. And have you looked at any documents
2 that would support that?

3 A. Aside from the PSA, no.

4 Q. Here is D. I have marked Exhibit D, which
5 becomes clearer on the third page. Would you agree
6 with me this appears to be a motion substituting party
7 plaintiff?

8 A. Yes.

9 Q. Have you ever seen this document before?

10 A. This specific document, I don't remember.
11 But, yeah, I have seen similar documents.

12 Q. And on the second page of the motion,
13 paragraph two at the top of the page, would you agree
14 that it says that plaintiff subsequently executed an
15 assignment of mortgage assigning the subject mortgage
16 to Deutsche Bank National Trust Company as trustee of
17 the trust regarding named?

18 A. Yes, sir.

19 Q. And to be clear, the plaintiff at the time
20 this motion was filed was IndyMac Federal Bank FSB,
21 right?

22 A. Yes, sir.

23 Q. You would agree this motion appears to be
24 dated September 1st, 2010, right?

25 A. Yes.

1 **Q. And that's after this foreclosure case was**
2 **initiated, right?**

3 A. Correct.

4 **Q. So did IndyMac Federal Bank FSB transfer the**
5 **note and mortgage after the filing of this case?**

6 A. Not sure what you mean by that. IndyMac
7 Federal subsequently and I guess in March of 2009
8 OneWest Bank acquired the assets and limited liability
9 from the FDIC.

10 **Q. And then attached to the motion is an**
11 **assignment of mortgage, right?**

12 A. (Witness nods head in the affirmative.)

13 **Q. That's an assignment of mortgage, right?**

14 A. Yes, sir.

15 **Q. Okay. Have you seen that before?**

16 A. Yes.

17 **Q. Okay. When did you see that?**

18 A. The actual assignment it was about a week ago.

19 **Q. And any special reason you looked at it or was**
20 **that --**

21 A. Just a part of the normal process.

22 **Q. And the assignment appears to be dated**
23 **August 24th, 2010, right?**

24 A. Yes, sir.

25 **Q. And that's after this foreclosure case was**

1 initiated, right?

2 A. Yes.

3 Q. As you look at this assignment of mortgage,
4 can you tell me if it refers to any earlier transfer?
5 And by earlier I mean earlier than August 24th, 2010.

6 A. The actual assignment itself is referencing
7 the -- I guess the trust in and of itself that
8 originated back in 2005.

9 Q. Okay. So other than the name of the trust is
10 there any language in this assignment referring to an
11 earlier transfer? And again, earlier I mean earlier
12 than the date the assignment was apparently signed.

13 A. The pooling and servicing agreement in 2005 is
14 all that I can make out.

15 Q. Okay. The first paragraph of the assignment
16 refers to consideration of the sum of \$10. Do you see
17 where I am looking?

18 A. Yeah.

19 Q. Okay. Do you know how that was paid?

20 A. No.

21 Q. Do you know who would have more knowledge of
22 that?

23 A. No, can't really -- not really privy to those
24 transactions.

25 Q. And this is an assignment from OneWest to

1 **Deutsche Bank, right?**

2 A. Witness where OneWest FSB as successor in
3 interest to IndyMac Federal.

4 **Q. Okay. So the assignment transfer is --**

5 A. Is from IndyMac Federal to OneWest.

6 **Q. Okay. So the assignment itself says it's**
7 **OneWest transferring it to Deutsche Bank, right?**

8 MS. KAVANAUGH: Object to the form of the
9 question. It says OneWest as successor in interest
10 to IndyMac Federal as successor in interest to
11 IndyMac Bank.

12 MR. [REDACTED] Sure.

13 BY MR. [REDACTED]

14 **Q. Okay. The assignment appears to represent a**
15 **transfer from OneWest Bank FSB as successor in interest**
16 **to IndyMac Federal Bank FSB successor in interest to**
17 **IndyMac Bank FSB to Deutsche Bank, right?**

18 A. Yes.

19 **Q. But you agreed with me earlier that paragraph**
20 **two of the motion says that plaintiff IndyMac Federal**
21 **Bank FSB subsequently executed an assignment, right?**

22 A. I'm sorry. Can you repeat the question?

23 **Q. Sure. You agreed with me earlier that in**
24 **paragraph two of the motion it states that plaintiff,**
25 **who at this point was IndyMac Federal Bank,**

1 **subsequently executed an assignment of mortgage, right?**

2 A. Yeah. Previously we talked about the motion
3 for substituting party plaintiff. Is that what you are
4 referring to?

5 **Q. Right.**

6 A. Yes, sir. That was in September of 2010,
7 correct.

8 **Q. So OneWest Bank is the successor in interest**
9 **to IndyMac Federal Bank FSB?**

10 A. I don't want to draw any legal conclusions.
11 That's what the legal language says. But for the
12 record I would stipulate that OneWest acquired the
13 assets and limited liability from IndyMac Federal.

14 **Q. Okay. And what did you look at to verify**
15 **that?**

16 A. I think we talked about this previously. Just
17 essentially documentation that comes directly from the
18 FDIC. It's available and public knowledge to everyone.

19 **Q. Okay. Anything else?**

20 A. No, sir.

21 **Q. The assignment also says that the**
22 **consideration was paid prior to January 26th, 2010, the**
23 **receipt of which is hereby acknowledged.**

24 **Do you know when the consideration was paid?**

25 A. No, sir, I don't.

1 MS. KAVANAUGH: Where are you reading from?

2 THE WITNESS: The first paragraph.

3 BY MR. [REDACTED]

4 Q. Do you know who paid the consideration?

5 A. It's my understanding that Deutsche Bank paid.

6 Q. Do you know of any person who paid it?

7 A. No, sir, not personally.

8 Q. Do you know Elizabeth Hernandez?

9 A. Yes, I have met her. I don't know her
10 personally.

11 Q. What's her position?

12 A. I believe she's a supervisor manager in the
13 foreclosure department.

14 Q. At OneWest Bank?

15 A. At OneWest Bank, yes. Sorry.

16 Q. Does she work in Texas as well?

17 A. Yes.

18 Q. Same office as you?

19 A. Same office.

20 Q. Do you know Denise Pobanz?

21 A. Yes.

22 Q. And who is she?

23 A. I think she's a specialist in the foreclosure
24 department as well. I am not exactly sure. I know
25 she's worked for the company for some time.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. And Raymond Blliaule?

A. Yeah, same thing. I think he is a specialist in the foreclosure department.

Q. Do any of these folks, Denise Pobanz, Raymond Blliaule, Elizabeth Hernandez report to you?

A. No.

Q. Do you know the procedures at OneWest in preparing assignments of mortgage?

A. I don't know the specific procedures. I know that as an officer of the bank myself documents are executed, and you have to have the witness there and a notary to execute it at the same time.

There is typically some form of identification that also has to be provided to that notary to confirm identification.

Q. Oh, okay. So besides having a witness and a notary there and some form of identification, do you know anything else about the procedure at OneWest Bank for preparing assignments of mortgage?

A. Aside from that, I mean, I have always been told not to sign a document unless you understand it, you have read it, and know the particulars yourself directly. So I myself would not execute an assignment or a document unless I was completely aware of all the facts surrounding it.

1 **Q. Okay. So besides the procedures you have**
2 **already described, having a notary and a witness and**
3 **some form of identification, do you know anything else**
4 **about the procedures at OneWest for preparing**
5 **assignments of mortgage?**

6 A. No, I don't.

7 **Q. Back to Exhibit A, the notice of deposition.**
8 **We are on subject area three.**

9 **Are you the person with the most knowledge**
10 **about the conditions precedent to bringing this**
11 **foreclosure action?**

12 A. Yes.

13 **Q. Tell me about the conditions precedent to**
14 **bringing the foreclosure action.**

15 A. Well, we have to have a valid debt. We have
16 to have a default. We have to have given time and the
17 opportunity to cure the arrears. And ultimately, we
18 have to have a note and mortgage in force.

19 **Q. Anything else?**

20 A. That's pretty much it systematically. As an
21 organization we never want to proceed with foreclosure
22 action unless we are certain that every effort has been
23 made to reach out to the borrower to try and resolve.

24 **Q. What did you do to familiarize yourself with**
25 **the conditions precedent for this case?**

1 A. Reviewed the business records of the account,
2 confirmed that it was indeed in default. The payment
3 hadn't been received after the breach letter was
4 executed and sent to the borrower. Looked to see what
5 types of loss mitigation efforts had been made on the
6 file to ensure that we have made every effort to try
7 and resolve the delinquency.

8 **Q. Anything else?**

9 A. No. Aside from reviewing the other business
10 records - the note, the mortgage.

11 **Q. You mentioned a breach letter. Have you seen**
12 **the breach letter?**

13 A. Yes, sir, I have.

14 **Q. Is it true that the note requires that any**
15 **notices must be delivered or mailed via first class**
16 **mail?**

17 A. I would have to look at the note to refresh my
18 memory to see, but it's not uncommon to have that
19 language in there. In some cases it does. In some
20 cases it doesn't.

21 **Q. Do you know whether any notices were delivered**
22 **via first class mail to Mr. [REDACTED]**

23 A. All I saw was a copy of the breach letter. I
24 did not confirm how it was delivered. I can most
25 certainly go back and check the business records,

1 though, to check that.

2 **Q. Were you responsible for preparing the breach**
3 **letter?**

4 A. No, sir.

5 **Q. Who is?**

6 A. To be honest with you, I don't know. I think
7 it's somebody in our foreclosure department I believe.

8 **Q. Did you speak to anyone about the breach**
9 **letter?**

10 A. No, sir, not for preparation for the
11 deposition.

12 **Q. Aside from preparing for the depo --**

13 A. No. No, sir.

14 **Q. Do you know where the breach letter was sent?**

15 A. Based on my review, looks like it was sent to
16 the property address. It's addressed to Mr. [REDACTED]

17 **Q. Now, you said you don't know who was**
18 **responsible for preparing the letter. Do you know who**
19 **was responsible for sending the letter?**

20 A. No. Typically the sending of the letter I
21 believe it occurs in our Kalamazoo office.

22 **Q. Are you in charge of that office?**

23 A. No, sir.

24 **Q. Do you supervise anybody in that office?**

25 A. No, sir, I do not.

1 **Q. You said the person preparing the breach**
2 **letter would be someone in the foreclosure department,**
3 **right?**

4 A. I believe so.

5 **Q. Do you supervise anybody in that department?**

6 A. No, sir.

7 **Q. Is there a policy, is there a procedures**
8 **manual for the preparing of breach letters?**

9 MS. KAVANAUGH: Object to the form of the
10 question. Answer if you know.

11 A. Yeah, I don't know directly.

12 MS. KAVANAUGH: If he knows.

13 THE WITNESS: We have policy and procedures
14 for everything we do in our organization. Every
15 single department is responsible for maintaining
16 controls and quality. Individually management for
17 each of those departments is responsible for that.

18 BY MR.

19 **Q. Have you read any policy or procedure manual**
20 **regarding breach letters?**

21 A. No, sir, I haven't.

22 **Q. Do you know when the breach letter was sent?**

23 A. I don't recall off memory. I want to say this
24 was in August of 2008. I can't remember exactly. I
25 could be wrong, but I believe it was August.

1 **Q. And you didn't sign any breach letter, right?**

2 A. No, sir, I did not.

3 **Q. Do you know whether any breach letter was**
4 **delivered to Mr. [REDACTED] by hand?**

5 A. That I don't know. Fair enough.

6 **Q. No. 4 of Exhibit A, the subject area is the**
7 **authority of the person endorsing the subject note.**

8 **Again, we have discussed you are not an**
9 **employee of Deutsche Bank, right?**

10 A. No, sir.

11 **Q. Are you the person with the most knowledge of**
12 **Subject Area No. 4?**

13 A. As far as the authority on the endorsing of
14 the note, I am not sure how to answer that question. I
15 wasn't there. I am familiar with the process and the
16 procedure, but --

17 **Q. Do you know who endorsed the promissory note**
18 **in this case?**

19 A. I thought we looked at the note, and I don't
20 believe that there was an endorsement on it. I
21 couldn't remember whether there was or not. If you
22 have it I will look.

23 MS. KAVANAUGH: Objection, because it was a
24 copy that he showed you.

25 BY MR. [REDACTED]

1 **Q. Okay. As you sit here right now you don't**
2 **know who endorsed the promissory note?**

3 A. Yeah. I think based on the copy of the one
4 that we looked at there wasn't an endorsement on there.

5 MS. KAVANAUGH: Do you have a copy of the one
6 that was filed with the court?

7 MR. [REDACTED] I do.

8 BY MR. [REDACTED]

9 **Q. I have marked Exhibit E. And as you flip**
10 **through would you agree this appears to be a notice of**
11 **filing an original mortgage and note filed by Florida**
12 **Default Law Group?**

13 A. Yes.

14 **Q. Okay. As we turn to page five of the note do**
15 **you know Antonio Gamban?**

16 A. Not personally I don't know him. This copy of
17 one that appears to have been filed with the court,
18 this is endorsed.

19 **Q. Okay. You said you don't know him personally.**
20 **Do you know him professionally?**

21 A. No. I recognize the name or I have seen it on
22 a list of officers that are authorized to sign off.

23 **Q. Okay.**

24 A. That's the extent of...

25 **Q. Sure. And what document was that?**

1 A. It's just a document that provides authority
2 to execute the documents. I think there is one that
3 comes from the FDIC, if I remember correctly. They
4 granted us the power of attorney with a list of
5 executive officers.

6 **Q. So besides that document you have no knowledge
7 of Antonio Gamban?**

8 A. No, sir, not personally, not professionally,
9 aside from the fact that he worked for IndyMac Bank
10 FSB.

11 **Q. Do you know does he still work for OneWest?**

12 A. No, sir, I don't know. I am not sure. Nobody
13 works for IndyMac. Not everyone who worked for IndyMac
14 was retained on for the transition to the FDIC and then
15 on into OneWest.

16 **Q. Okay. That document that you saw his name on,
17 do you know what the name of it was?**

18 A. I don't recall the specific name.

19 **Q. Sorry. I didn't mean to interrupt. Do you
20 know when you looked at it?**

21 A. This is not -- I didn't look at that list in
22 reference to this particular or specific case. It was
23 several months ago that I saw it.

24 **Q. How did you happen to look at it, look at the
25 document?**

1 A. Well, that particular document I think there
2 was a question about who in fact endorsed the note in
3 that particular case, and so -- and whether that
4 individual had the authority. So we went back and
5 looked at a list of folks who were authorized to sign.

6 **Q. Okay. And that document what you say had**
7 **those names of people who are authorized to sign, do**
8 **you know did that have dates of authorizations?**

9 A. I believe it did. I don't recall the
10 specifics.

11 **Q. Now, in the document you saw Antonio Gamban's**
12 **name on it, you say you think it was from the FDIC?**

13 A. I can't recall. There was more than one
14 document that was released with names of executive
15 officers who are authorized to sign off as power of
16 attorneys on behalf of the bank.

17 **Q. The next page after the endorsement of Antonio**
18 **Gamban, it has Melody Spotts.**

19 A. Yes, sir.

20 **Q. Do you know her?**

21 A. Again, I don't know her, but I have seen her
22 name on countless notes that have been executed. So I
23 am familiar with her name, but I don't know her.

24 **Q. Okay. So you don't know her personally and**
25 **professionally other than seeing her name on promissory**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

notes?

A. Yeah.

Q. Have you seen any document authorizing her to sign as vice president of IndyMac Bank FSB?

A. Yeah. She was previously on the same list.

Q. Okay. And the same question that I had for Antonio Gamban, do you know about the dates of authorization for her to sign as vice president?

A. No, sir, I don't.

Q. And do you know when you looked at that document?

A. It was several months ago. Not too sure.

Q. And do you know who granted the authority for Melody Spotts to sign as vice president?

A. No, I don't know.

Q. You would agree this note that we are looking at as part of Exhibit E appears to have two endorsements on it from IndyMac Bank FSB, right?

A. Yes.

Q. Is that unusual in your history?

A. I would say it's uncommon. I don't know if I would say it's unusual. I have seen notes with more than one endorsement on them in the past. Usually -- It's usually only one, but in this case it appears to be two.

1 **Q. Any knowledge pertaining to this case as to**
2 **why there are two?**

3 A. No, sir.

4 **Q. Do you know who would have more knowledge of**
5 **that?**

6 A. No. Aside from Melody Spotts and Mr. Gamban
7 themselves, I don't know why they would have had two
8 endorsements or why both of them would have been
9 compelled to endorse it.

10 **Q. Do you know if these endorsements are stamps?**

11 A. No. I have never actually been there in the
12 presence of them, you know, when they actually signed.

13 **Q. Do you know what department Melody Spotts**
14 **worked in?**

15 A. No, sir.

16 **Q. Or do you know what department she works in**
17 **now, if she does work at OneWest?**

18 A. No, sir.

19 **Q. Same question for Antonio Gamban. Do you know**
20 **what department he works in?**

21 A. No.

22 **Q. And do you know what department he worked in?**

23 A. No.

24 **Q. Do you ever endorse loan assignments?**

25 A. No.

1 Q. Back on Exhibit A, the notice of deposition
2 subject area 5 -- Well, let me do this. This will be
3 easier. For all these subject areas -- you can feel
4 free to look through them if you want to, but so I
5 don't have to ask the same question, you agree with me
6 that you don't work for Deutsche Bank?

7 A. Yeah.

8 Q. So you would not be the person at Deutsche
9 Bank with the most knowledge of these items?

10 A. No, sir, I don't work for Deutsche Bank.

11 MS. KAVANAUGH: Objection to the form to the
12 extent that there is a person -- you are suggesting
13 that there is a person at Deutsche Bank with
14 knowledge of this, given that OneWest is the
15 servicer of the loan.

16 MR. [REDACTED] Sure. As long as I don't have to
17 keep asking.

18 BY MR. [REDACTED]

19 Q. No. 5, are you the person at OneWest Bank FSB
20 with the most knowledge of No. 5?

21 A. Yes, sir.

22 Q. Tell me about the payment history for this
23 loan.

24 A. Well, I think the depth of the delinquency at
25 this point is -- I believe it's 29 months, somewhere in

1 that range. We have attempted to execute a
2 modification. I believe that was back in 2008. There
3 was also discussion of a short sale in 2009 that fell
4 through because the buyer didn't qualify or get
5 financing. Aside from that, there is not much of a
6 history. With respect to our disbursements out for tax
7 and insurance delinquent. You know, there is just not
8 a whole lot there. If you had a actual -- the actual
9 history I can take a look at it if you had specific
10 questions.

11 **Q. What was the date of default?**

12 A. That I don't specifically recall. I can look
13 at the complaint. I believe that the loan was due for
14 June or July of 2008, if I remember correctly. It was
15 breached in August of '08 I believe, and it's still due
16 for the same date.

17 **Q. Do you know what the monthly payment was?**

18 A. The monthly payment itself I believe was
19 somewhere in the ball park of \$800 and some change, if
20 I remember, principal and interest. Or I guess it
21 started out it was fixed interest only, adjustable
22 rate.

23 **Q. Did IndyMac, IndyMac Federal or OneWest accept**
24 **any late payments on this loan?**

25 A. Yeah. I think that there are some

1 pre-acceleration late charges that would come into
2 play. Outside of that we haven't accepted payments
3 since the breach.

4 **Q. What did you do to familiarize yourself with**
5 **the payment history of the loan?**

6 A. I did a couple of things. I looked directly
7 at our system of record. I also ordered a composite
8 history from our customer service department to review.

9 Just to clarify what I mean by composite, it's
10 a history that overlaps from OneWest through to the
11 prior bank.

12 **Q. You say you looked at the system records.**
13 **What records?**

14 A. Our system of record is Fidelity or LBS. It's
15 a commonly used system in the industry.

16 **Q. And there are different screens in the**
17 **Fidelity system, right?**

18 A. Yeah. Countless numbers of them.

19 **Q. Did you look at all the screens? Some of**
20 **them?**

21 A. Yeah, I have looked at the servicing notes. I
22 looked at the history. I looked at the loss mitigation
23 notes. I looked at the foreclosure work station notes.
24 You know, I looked at the communication that we have
25 had in the past with the borrower. Just kind of a

1 general, broad overlapping feel for what's been going
2 on with the account.

3 **Q. Anything else?**

4 A. That's pretty much it.

5 **Q. Is that different from the composite history?**

6 A. Well, yeah, because our system of record only
7 goes back so far, whereas the history from OneWest
8 would have to be extracted from the - I guess the
9 archives. And that's where customer service had to be
10 bought in so they could pull those, because those
11 records were transferred over from IndyMac.

12 **Q. Are you in charge of maintaining the payment**
13 **records?**

14 A. No, sir.

15 **Q. Do you supervise anybody who maintains the**
16 **payment records?**

17 A. No, sir.

18 **Q. Do you know who inputs payments into the**
19 **records of OneWest?**

20 A. Cashiers department has specialists who do
21 that.

22 **Q. Can you name any cashier department**
23 **specialists who input transactions on this loan?**

24 A. No particular names.

25 **Q. And you don't supervise the cashier**

1 **department?**

2 A. No, sir.

3 **Q. Do you know who inputs transactions for taxes?**

4 A. Yeah. I believe there is a group that handles
5 taxes, specifically handles taxes. So if taxes are
6 disbursed or made or if they are delinquent, they are
7 responsible for or they specialize in tax issues.

8 **Q. Do you supervise that department?**

9 A. No, sir.

10 **Q. Do you know anyone in that department who**
11 **input a transaction on this loan?**

12 A. Not specifically, no, sir.

13 **Q. Do you know who inputs escrow transactions**
14 **into the payment records of OneWest?**

15 A. Transactions with respect to money coming in
16 or out of the escrow account would be the cashiers
17 office. But there is an actual group that handles
18 escrow transactions in terms of the annual analysis
19 that occurs to make sure that we are collecting enough
20 for the taxes and insurance.

21 **Q. You don't supervise that department, right?**

22 A. No, sir.

23 **Q. The payment records, are they freely**
24 **accessible to you?**

25 A. Yeah. They are viewer only accessible to

1 pretty much almost every single employee. The only
2 folks that really have security to make the transaction
3 are in the cashiers office. Everyone in the company
4 can view the history.

5 **Q. How soon after a payment comes in is that**
6 **reflected on your payment records?**

7 A. Really a lot of it depends on I guess the
8 volume that our cashiers office is dealing with. It's
9 my understanding that -- well, our system is live, so
10 when a transaction is input into the system, it shows
11 up immediately so that it's visible from everyone.

12 I don't know what the turn time is in terms of
13 transaction. When a check is received it's usually
14 posted to the account within 24 to 48 hours if it can
15 be. If not it has to be returned to the source.

16 **Q. Are you in charge of that policy?**

17 A. No, sir.

18 **Q. Do you know who is?**

19 A. I can't recall his name right now. Actually I
20 am drawing a blank.

21 **Q. It's a cashier?**

22 A. A lot of pressure, but yeah, it's a cashier.

23 **Q. Cashier department?**

24 A. Yeah.

25 **Q. If a check comes in do you know if a**

1 **transaction is reflected after more than 48 hours?**

2 A. I am not saying that it wouldn't be impossible
3 for it to occur, but it would have to be pretty rare.
4 They have pretty tight policies and procedures with
5 respect to money. Either they have to post it or they
6 have to send it back.

7 **Q. Have you seen those policies?**

8 A. No, not directly.

9 **Q. Have you spoken to anyone about those**
10 **policies?**

11 A. Yeah, on conference calls. This was probably
12 maybe a couple of years ago.

13 **Q. Do you know if those policies are the same?**

14 A. I believe so.

15 **Q. How do you know that?**

16 A. Well, I mean in terms of the standards that
17 are expected from I guess treasury for audit purposes,
18 if anything they probably tightened it even more. The
19 current environment we are in we can't afford as a bank
20 to be holding on to money without applying it to an
21 account or returning it.

22 **Q. Have you seen policies and procedures lately?**

23 A. No, sir.

24 **Q. Have you spoken with anybody about that?**

25 A. No.

1 **Q. How soon after a tax payment either goes out**
2 **or an escrow comes in are those transactions reflected?**

3 A. The escrow money coming is pretty much the
4 same as anything else. When it goes out, the record of
5 transaction is posted to the account, and then it's --
6 you know, there is a process by which the real check is
7 actually disbursed out, which happens, you know, on or
8 about the same time of that transaction. So usually a
9 day or two.

10 So for instance if we were to pay taxes today,
11 that check -- the system would recognize that that
12 amount that was paid was paid out, and then the
13 physical check would -- you know, would either be
14 mailed to pay or if not mailed out by the close of
15 business day today, it would be mailed out the
16 following day.

17 **Q. And you are not in charge of that procedure?**

18 A. No, sir.

19 **Q. Can you name a single person that input a**
20 **transaction on the payment history for this loan?**

21 A. No, sir.

22 **Q. Now, you looked at the composite history which**
23 **you said also contained servicing records from IndyMac**
24 **Federal?**

25 A. Yeah. The overlapping from IndyMac Federal

1 and IndyMac Bank.

2 **Q. And were the procedures of the cashiering**
3 **department the same at IndyMac Federal as they are at**
4 **OneWest Bank?**

5 A. That's really not a question that I can
6 answer. I don't want to -- you know, we have kind of
7 gotten into the same situation where I am making
8 assumptions because I have years of experience in the
9 customer service, loss mitigation side, but I don't
10 know directly because I don't manage in those
11 departments and I am not responsible for maintaining
12 those controls. But I am aware vaguely or generally
13 that there are controls that exist.

14 **Q. Right. So you know there are controls and**
15 **procedures at IndyMac Federal Bank, right?**

16 A. Yes.

17 **Q. But you don't know if those were the same as**
18 **they are today at OneWest Bank, right?**

19 A. No, sir, I don't know.

20 **Q. Okay. Do you know if the procedures of the**
21 **cashiering department at IndyMac Bank FSB are the same**
22 **as they are now at OneWest Bank?**

23 A. I don't know. I can only speak for OneWest
24 today.

25 **Q. You said not everyone was retained in the**

1 various switchovers from IndyMac to IndyMac Federal to
2 OneWest; is that correct?

3 A. Yeah. That's a fair statement.

4 Q. Would that hold true for the cashiering
5 departments as well?

6 A. Quite possibly. You know, I don't know who
7 stayed on and who didn't.

8 Q. And do you know if it was called the
9 cashiering department at IndyMac?

10 A. Yeah. Yeah.

11 Q. IndyMac Federal?

12 A. Yes.

13 Q. And how do you know that?

14 A. Because I also worked for IndyMac Bank and
15 IndyMac Federal.

16 Q. And had you read procedures and policies for
17 inputting transactions in your time at IndyMac Federal?

18 A. No, sir.

19 Q. Had you read policies and procedures regarding
20 inputting transactions in your time at IndyMac Bank
21 FSB?

22 A. No, sir.

23 Q. There are quality control procedures for
24 payment history and things, right?

25 A. Yeah. I am not sure what you mean by that,

1 but there is -- I guess, you know, there is in each
2 department controls for everything that we do, and
3 someone is accountable for processing. Specialists are
4 enlisted to consummate those transactions and to
5 complete them.

6 **Q. Do you know the quality control processes of**
7 **the cashiering department at OneWest?**

8 A. No, sir.

9 **Q. What about the tax group?**

10 A. No, sir.

11 **Q. Did you know the quality control processes of**
12 **the cashiering department at IndyMac Federal Bank FSB?**

13 A. No, sir.

14 **Q. Now, the tax group, did that remain a similar**
15 **entity? In other words, you said there was a tax group**
16 **at OneWest, right?**

17 A. Um-hmm.

18 **Q. Was there a tax group at IndyMac Federal Bank?**

19 A. Yes, sir.

20 **Q. And did they have the same duties in terms of**
21 **paying property taxes?**

22 A. Yeah. Yeah. For the most part the duties of
23 each department didn't change. Things might have
24 grown. Departments may have taken on a little more
25 responsibility in terms of the scope of certain

1 departments.

2 (There was a brief pause in the proceedings.)

3 **Q. And you haven't seen the policies and**
4 **procedures for the tax department at IndyMac Federal,**
5 **right?**

6 A. No.

7 **Q. And you have never seen the policies and**
8 **procedures for the tax department at IndyMac Bank FSB,**
9 **right?**

10 A. (Witness shakes head in the negative.)

11 **Q. In all of those system records you spoke**
12 **about, the servicing records, the loss mitigation**
13 **records, foreclosure records, what departments other**
14 **than cashiering, the tax group didn't I cover?**

15 A. You mean within the transactions?

16 **Q. (Mr. [REDACTED] nods head in the affirmative.)**

17 A. The loss mitigation department, customer
18 service and collections call center, foreclosure
19 department.

20 **Q. Now, loss mitigation, would they have made**
21 **inputs that would have changed the balance of the loan?**

22 A. No, not unless an actual loan modification was
23 completed and processed. Not unless a short sale was
24 completed or processed. But they would have placed
25 notes in the account regarding conversations for

1 potential resolution whether it was collateral based or
2 retention based. And those are the notes that I am
3 referencing when I talk about my review.

4 **Q. Okay. And you didn't see any completed**
5 **modification or short sale in this case, right?**

6 A. No. I saw that we got really close in 2008 at
7 some point. I can't remember exactly which month it
8 was, but we made an offer, and I think that some
9 additional documentation that was required wasn't sent
10 in, so we never got a response back. And so that offer
11 went -- I guess it just expired.

12 I also saw that in 2009 there was a short sale
13 or potential short sale on the property. Apparently
14 they had made an effort to market the property, but the
15 buyer did not -- was not able to obtain financing, so
16 that fell through.

17 **Q. Okay. The foreclosure department, what kinds**
18 **of records would they have produced that you would have**
19 **looked at?**

20 A. Just general notes regarding the time line of
21 the foreclosure process and all the -- I guess the
22 litany of stuff they are required to do before we can
23 get to the point where we even go to trial if
24 necessary.

25 **Q. That wouldn't have affected the final balance?**

1 A. No, no. None of these -- these transactions
2 are pretty much mostly documentation, memorialization.

3 **Q. Would the foreclosure department -- would**
4 **those notes contain any information about the search**
5 **for the note?**

6 A. If one was lost and somebody -- a specific
7 specialist was asked to get involved in it, might
8 necessarily -- it might necessarily be some notes. I
9 didn't come across any myself in the system when I
10 looked at it.

11 **Q. And you also just referenced general**
12 **communications. I am assuming that's like the**
13 **consolidated notes log?**

14 A. Yeah. Any time there is communication between
15 the borrower and us, communication is referenced in the
16 call log notes. Any time we make an effort to contact
17 the borrower for resolution, collection activity, it's
18 all documented in the system.

19 **Q. Now, the composite history, does that contain**
20 **composite information for all the departments or just**
21 **actual payments or --**

22 A. Yeah. I mean the activity log contains notes
23 from all -- any department that would have input a
24 transaction into the system, whether it was just simply
25 a note or whether cashiers actually had a transaction.

1 **Q. Can you tell when you are looking at the**
2 **history of the system records whether it was an**
3 **employee of IndyMac Federal writing a note or whether**
4 **it was an employee of OneWest making a note?**

5 A. Specifically, I can't tell myself without
6 going into the actual system of record. I just know
7 from a standpoint that OneWest began servicing in March
8 of 2009. So anything prior to that was not ours
9 specifically. Usually on the histories and the
10 activity logs you might note, too, at least with our
11 bank, that formatting is a little bit different on the
12 history, for whatever reason. Our archive history
13 looks a little bit different.

14 **Q. No. 6 of Exhibit A talks about -- I will ask**
15 **you. Are you the person at OneWest with the most**
16 **knowledge about the identity of persons and/or entities**
17 **that have legal title to the promissory note and**
18 **mortgage?**

19 A. Yes, sir. I believe so.

20 **Q. Okay. Who are all the persons and/or entities**
21 **that have legal title to the note and mortgage?**

22 A. Right now at this point OneWest is servicing
23 the loan on behalf of Deutsche Bank, and Deutsche Bank
24 has legal title to the promissory note and the
25 mortgage.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. Anybody else?

A. At this point the borrower, [REDACTED] [REDACTED] still has interest in the property as well.

MS. KAVANAUGH: Off the record.

(Mr. Callahan enters the room.)

(An off-the-record discussion was held.)

BY MR. [REDACTED]

Q. What did you look at to familiarize yourself with No. 6?

A. The actual copies of the mortgage and the note.

Q. Anything else?

A. For that, no, aside from the same things that we have already discussed, you know, the PSA, the MERS history.

Q. Anything else?

A. No. I briefly looked over the assignments we looked at.

Q. Anything else?

A. No.

Q. Did you speak to anyone about No. 6?

A. No. 6 I didn't speak to anybody specifically aside from counsel.

Q. Are you the employee at OneWest with the most knowledge of No. 7?

1 A. Yes, sir.

2 **Q. Can you tell me the identity of all the**
3 **persons and/or entities that have equitable title to**
4 **the note and mortgage?**

5 A. Same parties that we referenced in No. 6, if
6 you would be okay with stipulating that.

7 **Q. That's fine. And you looked at the same**
8 **things?**

9 A. Yes. Yes, sir.

10 **Q. Did you speak to anyone about No. 7?**

11 A. Counsel.

12 **Q. Anybody else?**

13 A. No.

14 **Q. Are you the person at OneWest with the most**
15 **knowledge of No. 8?**

16 A. Yeah. I don't know if we can -- If I can ask
17 just for clarification. Just in general, I don't know
18 how to legally define person most knowledgeable. I
19 don't know how you are defining it, but I have
20 sufficient knowledge, been doing this for about
21 15 years now, so -- and I have a pretty broad
22 experience and background in servicing.

23 **Q. Okay. Tell me about the procedures for**
24 **referring notes and mortgages to foreclosure in place**
25 **at the time the case was referred to foreclosure.**

1 A. Very similar to what they are with OneWest.
2 Essentially, you have to be able to confirm, one, that
3 there is a debt, that that debt is in default, and that
4 you have given the borrower sufficient time or ample
5 time to cure that arrears. As a matter of our own
6 structure, we also want to ensure that all loss
7 mitigation efforts for retention have been resolved
8 before we refer an account for foreclosure. So those
9 are some of the things that we do. We have to confirm
10 that payment hasn't been made post breach letter.
11 So --

12 **Q. Anything else?**

13 A. Just in a broad general way, that's pretty
14 much it.

15 **Q. Were you in charge of those procedures at the**
16 **time this case was filed?**

17 A. No, sir, I wasn't.

18 **Q. Do you know who was?**

19 A. At the time for foreclosure, reference
20 referrals, I think we talked about her previously, she
21 is the first vice president. Her name is Erica
22 Johnson-Seck.

23 **Q. Did you supervise anyone at the time this case**
24 **was filed in regards to these policies and procedures?**

25 A. No, not specifically pertaining to the

1 foreclosure referrals, but at that time I was managing
2 in the loss mitigation department. So we had -- we
3 would have had a role in retention efforts and loss
4 mitigation efforts most certainly.

5 **Q. But not into checking defaults or whether it**
6 **had been cured or whether a breach letter had been**
7 **sent, right?**

8 A. No, that's pretty much irrelevant to whether
9 or not we can do a modification or not.

10 **Q. Do you know if the procedures that you**
11 **described were followed in this case?**

12 A. Yes, to my knowledge they were.

13 **Q. How do you know?**

14 A. Because I personally reviewed the history and
15 confirmed that payment hasn't been made since the
16 breach letter has expired. The person reviewed the
17 account to see whether or not loss mitigation efforts
18 were made or exhausted. I also looked at a copy of the
19 mortgage and the note to confirm that they were in our
20 system and that we had them.

21 **Q. Was there a checklist produced?**

22 A. No, not personally I don't have a checklist
23 that I go down.

24 **Q. Did you speak to anybody who was in charge of**
25 **these procedures at the time the case was filed?**

1 A. No, sir.

2 **Q. Do you know of a single person who would have**
3 **ensured that these procedures were followed at the time**
4 **this case was filed?**

5 A. Yeah. Ultimately Erica Johnson-Seck is
6 responsible. Down below her I believe we saw Elizabeth
7 Hernandez's signature. She is a manager supervisor in
8 the foreclosure department. I don't know who
9 specifically manages the piece or the part for
10 foreclosure, but I know that there are specialists that
11 are assigned to do nothing but that.

12 **Q. And you don't know which specialist did it for**
13 **this file?**

14 A. For this particular file, no.

15 **Q. Have you seen anything that indicated it was**
16 **done other than you conducting your own review at this**
17 **time?**

18 A. Yeah, I haven't seen anything else other than
19 my own personal review of the documents and the
20 business records. If I was going to sign my name on
21 it, I would want to review it personally myself.

22 **Q. Are you the person at OneWest with the most**
23 **knowledge of No. 9?**

24 A. Yeah. I think we talked a little bit earlier
25 about the bailee letter and how the document custodian

1 receives the request for the original documents and how
2 that memorializes the transaction for the transfer of
3 those original documents to counsel. And then in this
4 case -- again, I don't know anything other than the
5 fact that to my understanding those documents have been
6 filed with the court.

7 **Q. Besides seeing the bailee letter and seeing**
8 **the notice of filing of original documents, you don't**
9 **have any more information on No. 9?**

10 A. No. Other than the time and experience I have
11 had in processing -- you know, of loan servicing.

12 **Q. So do you know the steps that are precedent to**
13 **the bailee letter being issued?**

14 A. Not sure specifically. I mean typically
15 it's -- you know, I don't know how to answer that
16 question other than the question with respect to the
17 need for the note gets asked from the document
18 custodian, and if the document exists or they are able
19 to locate it, then they provide it or they forward it
20 on.

21 **Q. Anything else?**

22 A. No, sir.

23 **Q. Have you ever been in charge of that process?**

24 A. No, I have not.

25 **Q. You said your contact person is Sylvia**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Carballo?

A. Yes.

Q. Is she in charge of that?

A. I am not sure whether she is a specialist or whether she is a manager, but she is a -- she is the entity within our organization that we go to.

Q. So she would have more knowledge of the step-by-step process of No. 9?

A. She might have the specifics, yes, definitely.

Q. Are you the person at OneWest with the most knowledge of No. 10?

A. Yeah, I would say so. You know, my basic knowledge of the transaction in this particular account and how we came to locate the originals.

Q. Okay. Where was the note located going back from three months prior to filing the action through today?

A. Specifically that I don't know. I don't know where it was.

Q. Did you speak to anyone about No. 10?

A. Directly, no, I did not talk to anybody.

Q. Did you look at any documents pertaining to No. 10?

A. The only document that I looked at was a bailee letter to confirm that it was checked out. And

1 we do have it. We have possession of it now.

2 **Q. Anything else?**

3 A. No.

4 **Q. Where did the bailee letter say it was**
5 **located?**

6 A. The specific location I don't know. It's in
7 California. And I don't want to draw any conclusions
8 or any assumptions about the actual physical location.

9 I mean I can tell you this, and that is that
10 based on original documents within our own office they
11 are kept in our own office in Austin. For instance, in
12 a fire safe, fireproof safe of some sort. All
13 documents are.

14 **Q. But you weren't in charge of those procedures**
15 **for this loan?**

16 A. No, sir.

17 **Q. Are you the person at OneWest with the most**
18 **knowledge of No. 12?**

19 A. Yes.

20 **Q. So turn back to Exhibit E, which was the**
21 **notice of filing the original note and mortgage. You**
22 **agree there is two endorsements on this promissory**
23 **note, right?**

24 A. Yeah. One with Melody Spotts and the other
25 with Antonio Gamban.

1 **Q. Right. Do you know if Antonio Gamban**
2 **physically signed that original note in this case?**

3 A. Again, I wasn't there. I wasn't present. I
4 know that it's the policy of OneWest that we actually
5 sign documents and have knowledge of what it is that we
6 are actually signing.

7 **Q. Right. And have you ever seen Antonio Gamban**
8 **sign a document in person?**

9 A. No, sir, not personally.

10 **Q. Have you ever spoken with Antonio Gamban about**
11 **signing a document?**

12 A. No.

13 **Q. Have you ever seen Melody Spotts sign a**
14 **document in person?**

15 A. No.

16 **Q. Ever spoken with her about signing a document?**

17 A. No, sir.

18 **Q. You said it's the procedure of the bank not to**
19 **sign things you don't know what they mean, right?**

20 A. Yeah.

21 **Q. Do you know the policy of endorsing notes?**

22 A. No, not specifically. I myself as an officer
23 of the bank, it's not one of the duties that I am
24 responsible for.

25 **Q. Did you speak with anyone regarding No. 12?**

1 A. No, sir, aside from counsel.

2 **Q. Are you a handwriting expert?**

3 A. No.

4 **Q. Have you ever testified in court as a**
5 **handwriting expert?**

6 A. No, sir.

7 **Q. I know you said you didn't speak to anyone**
8 **regarding No. 12. Did you do anything to familiarize**
9 **yourself with No. 12?**

10 A. No. Other than the experience I have of
11 looking at it and being able to tell you that this
12 isn't the first time I have seen Melody Spotts's
13 signatures or Antonio Gamban's signature on a note
14 that's been endorsed.

15 **Q. Are you the person at OneWest with the most**
16 **knowledge of No. 13?**

17 A. Yes.

18 **Q. Okay. Tell me about the date of any**
19 **endorsements on the promissory note which is the**
20 **subject of this action.**

21 A. What would you like me to tell you?

22 **Q. What date did Antonio Gamban sign the note?**

23 A. Specifically, that I can't say. There is not
24 a date on it.

25 **Q. What date did Melody -- Sorry. Go ahead.**

1 A. I am sorry. Go ahead.

2 The date on the note is November the 21st,
3 2005. So it's customary for transactions like that to
4 have been on or about the time of the transaction
5 itself.

6 **Q. You said there is no date pertaining to the**
7 **endorsement itself of Antonio Gamban, right?**

8 A. Yeah.

9 **Q. Did you talk to anybody about the date Antonio**
10 **Gamban signed the note?**

11 A. No, sir.

12 **Q. Did you see any document which referred to a**
13 **date that Antonio Gamban signed the note?**

14 A. No, sir.

15 **Q. So aside from your analogy of being in the**
16 **servicing industry of what is customary, have you seen**
17 **anything that we haven't covered that would indicate a**
18 **date of when Antonio Gamban signed this document?**

19 A. No, sir.

20 **Q. Do you know what date Melody Spotts signed the**
21 **note?**

22 A. No.

23 **Q. Did you speak with anybody about that?**

24 A. No, sir.

25 **Q. Did you see any documents referring to a date**

1 **that Melody Spotts signed it?**

2 A. No, sir.

3 **Q. Anything else I haven't covered which would**
4 **refer to when Melody Spotts signed the note?**

5 A. No.

6 **Q. Do you know who would have more knowledge**
7 **about that?**

8 A. Specifically, Antonio Gamban and Melody
9 Spotts, they are the ones that executed the document.

10 **Q. Right. Same question for No. 12, which is**
11 **asking about the validity of the endorsement. Who**
12 **would have more knowledge than you about that?**

13 A. I'm not sure what you mean by validity.

14 **Q. Sure. Who would have more knowledge about**
15 **whether Antonio Gamban physically signed the note?**

16 A. Antonio Gamban. If he was here we could ask
17 him directly whether he signed the document or not. He
18 is not.

19 **Q. And who would have more knowledge about**
20 **whether Melody Spotts physically signed the note in**
21 **this case?**

22 A. Same. Same response.

23 **Q. To be clear, you were never in charge of the**
24 **policies and procedures of endorsing notes?**

25 A. That's correct.

1 **Q. That would include IndyMac Bank, IndyMac**
2 **Federal Bank and OneWest, correct?**

3 A. (Witness nods head in the affirmative.)

4 **Q. Do you know who was in charge?**

5 A. No, not at this specific time.

6 **Q. Do you know what department?**

7 A. Like I said, I don't know if there is a
8 specific department for endorsing notes. There is, as
9 I referenced previously -- and I don't recall the
10 actual name of the document, but there is a list that
11 references officers who are authorized to sign. Aside
12 from that I don't know that there is a specific
13 department per se.

14 **Q. Are you the person at OneWest with the most**
15 **knowledge of No. 14?**

16 A. Yes, sir.

17 **Q. Okay. Apart from the documents you described**
18 **earlier, are there any other accounting statements or**
19 **documents that list the promissory note as an asset on**
20 **the books of plaintiff?**

21 A. No, not outside of what we have already
22 discussed.

23 **Q. Which records would you have looked at to**
24 **determine that the promissory note was an asset on the**
25 **books?**

1 A. We looked at the PSA agreement. That's the
2 primary document that I referenced earlier.

3 **Q. Anything else?**

4 A. No, sir. Outside of the other documentation
5 that's public knowledge that listed those assets that
6 originated with IndyMac that were subsequently
7 purchased by OneWest in that transaction by the FDIC in
8 March of 2009.

9 **Q. Anything else?**

10 A. No, sir.

11 **Q. So when you reviewed the PSA did it list this**
12 **loan as an asset?**

13 A. On the schedule, yes. Specifically there is a
14 sale number that's assigned. When you pull up the PSA
15 you can confirm. There were about 780 loans in this
16 particular servicing pool. This was one of them.

17 **Q. And was that schedule assigned?**

18 A. I don't recall.

19 **Q. Did you speak with anyone about this --**

20 A. No, sir. Just vaguely about counsel -- with
21 counsel about.

22 **Q. And you were not in charge of the**
23 **securitization process for this loan, right?**

24 A. No, sir.

25 **Q. You didn't help draft the PSA, right?**

1 A. No, sir.

2 **Q. You didn't discuss with anybody which loans**
3 **would go into this trust, right?**

4 A. No, sir.

5 **Q. Where did you look at the PSA?**

6 A. I was in the office and I reviewed it directly
7 through our internal systems.

8 **Q. So it's an index copy, like a scanned-in copy?**

9 A. Yeah, definitely.

10 **Q. And where did you get that?**

11 A. I have access to the PSA database we keep in
12 our own business records.

13 **Q. When was that indexed into your system?**

14 A. Into OneWest's system, in March of 2009.
15 Previously I don't know what the process would have
16 been with IndyMac specifically.

17 **Q. Was the pooling and servicing agreement**
18 **signed?**

19 A. I don't recall if there was a signature on it.

20 **Q. Did you speak to anyone about No. 14?**

21 A. No, sir.

22 **Q. Are you the person at OneWest with the most**
23 **knowledge of No. 15?**

24 A. I don't know how to quite answer those
25 questions because I think we have kind of established

1 that I wasn't there at the transaction and that I am
2 not a part of that transaction for the sale. So I mean
3 on one hand, am I the person most knowledgeable in
4 terms of the facts? Yes, I am. But specifics about
5 the actual monetary transfer, no. Those are unfair
6 questions. That was off the record, by the way.

7 **Q. So you don't know if plaintiff has sent a bill**
8 **for this loan?**

9 A. Aside from, you know, what's customary in the
10 mortgage industry obviously, we did not originate a
11 pool with 780 plus loans in it with a balance of over
12 \$200 million without getting monetary compensation for
13 the sale of that transaction. I am just not privy to
14 that transaction.

15 **Q. Right. So you haven't seen the bill for it?**

16 A. I haven't seen the bill. I mean it's
17 something that happened in '05. I was -- you know, I
18 think we have established that I did work with IndyMac
19 and I worked with IndyMac FSB, but I started working in
20 2007. So I wasn't even working for the company in '05.

21 **Q. Besides the PSA, any other contracts you know**
22 **of regarding the purchase of the loan?**

23 A. No, sir.

24 **Q. I have asked about the bills. Same question**
25 **for receipts. You haven't seen any receipts for the**

1 **plaintiff's purchase of the loan?**

2 A. Yeah, no, I haven't seen those.

3 **Q. Now, you have seen the PSA and the mortgage**
4 **loan schedule, right?**

5 A. Yes.

6 **Q. Okay. Do those speak about the purchase of**
7 **the subject loan?**

8 A. Outside of the schedule for it, that's all I
9 reviewed. The purpose of my review for the PSA was
10 limited in scope. It was just to confirm that this
11 loan was part of that pool and part of that
12 transaction. It was a very specific review.

13 **Q. So you don't know if it specifically**
14 **referenced what was paid for this loan?**

15 A. No, sir. Well, I know the balance was roughly
16 over \$222 million in that pool.

17 **Q. So would there be people at OneWest who were**
18 **involved in the securitization of this loan?**

19 A. I don't know. That's a tough question to
20 answer. Again, I feel like I have worked for the
21 company for sometime now. I don't know anybody who
22 would be more knowledgeable about the facts of the case
23 than myself going back to 2005.

24 **Q. So you wouldn't be able to name someone who**
25 **had more knowledge about the securitization of this**

1 **loan?**

2 A. Nobody in particular. I don't have a name.

3 **Q. It would be a different department maybe?**

4 A. Yeah, probably somebody in secondary
5 marketing. And I don't -- you know, I couldn't even
6 say.

7 **Q. Who is the head of secondary marketing?**

8 A. Like I said, I don't have a name. I don't
9 know. I primarily work on the servicing side of the
10 company.

11 **Q. So besides the PSA and the mortgage loan**
12 **schedule, you didn't look at anything else to**
13 **familiarize yourself with No. 15?**

14 A. No, sir.

15 **Q. Did you speak to anybody about No. 15?**

16 A. I mean aside from counsel in general
17 preparation for the deposition, no.

18 **Q. Are you the person at OneWest with the most**
19 **knowledge of No. 16?**

20 A. Yeah. I mean it's the same response that I
21 gave for 15. When it comes to the facts and the
22 general understanding of it, yes, I am. If you are
23 asking me about the specifics, I don't.

24 **Q. So you haven't looked at a receipt evidencing**
25 **plaintiff's sale of the subject mortgage loan?**

1 A. No, sir.

2 Q. And you haven't looked at a bill for
3 plaintiff's sale of the subject mortgage loan?

4 A. No, sir.

5 MS. KAVANAUGH: Object to the form of the
6 question. Plaintiff's sale? Deutsche Bank's sale?
7 Deutsche Bank has assumed the loan.

8 BY MR. [REDACTED]

9 Q. Have you looked at any contracts regarding
10 plaintiff's sale of the subject mortgage loan?

11 MS. KAVANAUGH: Same objection.

12 A. Yeah, no, I haven't.

13 BY MR. [REDACTED]

14 Q. Okay. Any PSA or mortgage loan schedule other
15 than the one we already discussed?

16 A. No, sir.

17 Q. Did you speak with anyone regarding No. 16?

18 A. No, sir.

19 Q. Did you look at anything else besides what I
20 asked for in regards to No. 16?

21 A. No. Aside from the -- again the servicing
22 system and the things that we have already discussed.

23 Q. Was there anything in the servicing system and
24 the things we have already discussed regarding
25 plaintiff's sale?

1 A. No.

2 MS. KAVANAUGH: Object to the form.

3 Plaintiff's sale don't apply to those loans.

4 BY MR. [REDACTED]

5 **Q. Right. When I say plaintiff you understand I**
6 **mean Deutsche Bank, right?**

7 A. Yeah.

8 **Q. Okay. Are you the person at OneWest with the**
9 **most knowledge of No. 17?**

10 A. Yes.

11 **Q. All right. Who is the current mortgagee of**
12 **the subject mortgage?**

13 A. The mortgagee is OneWest Bank. We are
14 servicing the note on behalf of Deutsche Bank.

15 **Q. What did you do to familiarize yourself with**
16 **that?**

17 A. Kind of -- Respectfully, this is kind of
18 redundant. We are going down the same line of
19 questioning. I have reviewed -- kind of given you a
20 litany of documents that we have looked at
21 specifically. You know, looked at the mortgage, the
22 note, reviewed our servicing business records, looked
23 at the PSA. I am not sure how else to answer that
24 question. I have answered it numerous times already.

25 **Q. Anything we haven't covered that you looked at**

1 **to prepare for No. 17?**

2 A. Not that I can think of.

3 **Q. Did you speak to anyone specifically about No.**
4 **17?**

5 A. No, sir.

6 **Q. Are you the person with the most knowledge of**
7 **No. 18?**

8 A. Yes, sir. You know, I would caveat that in
9 the same fashion we have previously. I am familiar
10 with the facts of the case. When it comes to specifics
11 and the location and where the file is housed and what
12 vault and that location, the address, I don't have that
13 specific information.

14 **Q. Would the custodian have more information**
15 **about that?**

16 A. Yeah. The custodian may very well have.

17 **Q. Okay. So you can't tell me about the location**
18 **search?**

19 A. No, sir. I don't know where specifically.

20 **Q. Sure. Can you tell me the identity of the**
21 **person who performed the search?**

22 A. In general, the scope of my understanding is
23 that -- at least currently is that I would put in a
24 request personally to Sylvia Carballo, and then she
25 would go to the contact or the party that she has.

1 **Q. Right. And do you know the identity of the**
2 **person who performed the search in this case?**

3 A. In this particular case, no, I don't know who
4 that would have been back then.

5 **Q. Do you know the identity of all persons**
6 **queried in the search for this note?**

7 A. No, sir.

8 **Q. Do you know the place of the expected location**
9 **of this note?**

10 A. Currently it's been filed with the court. So
11 the court is in possession of it.

12 **Q. Okay. At the time the search for the note in**
13 **this case was going on, do you know where the note was**
14 **expected to be found?**

15 A. It would have been -- should have been found
16 with the document custodian.

17 **Q. At the time the due diligent search for the**
18 **note in this case was conducted, do you know what the**
19 **last known location of the note was?**

20 A. Specifically, no. It was checked out by the
21 document custodian. So I am -- again, the assumption
22 is it was in the location that they house originals,
23 which would probably be a vault or a safe, without
24 making an assumption.

25 **Q. You are basing that just like on the bailee**

1 letter, right?

2 A. Yes.

3 Q. Anything else?

4 A. No, sir.

5 Q. And as you sit here today you can't say
6 specifically when that search was conducted what the
7 last known location of the note was, right?

8 A. No, sir.

9 Q. At the time the search was conducted can you
10 tell me when the search was performed?

11 A. No.

12 Q. At the time the search was conducted can you
13 tell me the total time in person hours spent searching?

14 A. No.

15 Q. Did you do anything to familiarize yourself
16 other than look at the bailee letter in regards to No.
17 18?

18 A. No, sir.

19 Q. Speak to anyone about No. 18?

20 A. No, sir.

21 MS. KAVANAUGH: Other than of course the fact
22 that the note is filed with the court, correct?
23 The note is currently filed with the court. I mean
24 you are talking about before the complaint was
25 filed? Are you --

1 BY MR. [REDACTED]

2 Q. No, I just asked did you speak with anybody
3 about No. 18?

4 A. Yeah, no.

5 MS. KAVANAUGH: Your questions about No. 18,
6 are they limited in scope before the complaint was
7 filed or are you talking about from --

8 MR. [REDACTED] No. I mean I think I prefaced it
9 temporally the way I wanted it.

10 MS. KAVANAUGH: Okay. I will object to the
11 extent that you are talking about a past, you know,
12 filing done with the court.

13 BY MR. [REDACTED]

14 Q. Are you the person with the most knowledge of
15 No. 19?

16 A. Yes.

17 Q. Okay. Where was the lost promissory note
18 found?

19 A. With the document custodian.

20 Q. That was somewhere in California, right?

21 A. Yes, sir.

22 Q. You know that from the bailee letter, right?

23 A. Yes.

24 Q. Any other source of knowledge for that?

25 A. No, sir.

1 **Q. Do you know where in California it was found?**

2 A. No.

3 **Q. Do you know the date it was found?**

4 A. No, sir.

5 **Q. Do you know the identity of the person who had**
6 **possession of it?**

7 A. That I don't know. If you had a document that
8 I could review -- I don't have that off the memory.
9 Obviously that information is contained in the bailee
10 letter.

11 **Q. And do you know the person who located the**
12 **note?**

13 A. No, not personally.

14 **Q. So far we know the note was found somewhere in**
15 **California. Anything else you know about No. 19?**

16 A. No, sir.

17 **Q. Did you speak to anyone about No. 19?**

18 A. No, sir, outside of counsel.

19 **Q. When did you speak with counsel about the**
20 **note?**

21 A. It's hard to say. Like I said, I began to
22 review the facts of the case about a month ago. So in
23 between then and now we discussed -- without giving
24 specifics that's privileged information, we discussed
25 in general the fact that previously we were unable to

1 locate the note or prior counsel was unable to locate
2 the note.

3 **Q. Are you the person with the most knowledge of**
4 **No. 20?**

5 A. Question doesn't make sense. Any evidence of
6 a specific date of transfer of the equitable interest
7 in the promissory note or mortgage other than the
8 servicing rights. Servicing rights are part of that
9 transaction under the purchase and sales agreement. So
10 the question doesn't make sense to me because the two
11 are consummated at the same time.

12 **Q. Okay. Tell me about any evidence of a**
13 **specific date of transfer of the equitable interest in**
14 **the promissory note or mortgage including servicing**
15 **rights.**

16 A. Well, the most recent one I believe was the --
17 I guess a transaction that occurred when OneWest
18 acquired the assets and limited liability from the FDIC
19 in March of 2009.

20 **Q. I will stop you there. I will walk backwards**
21 **in time with you. On that one, again, you are basing**
22 **that solely on -- I think what you said, publicly**
23 **available FDIC documents; is that right?**

24 A. Yes.

25 **Q. Anything else?**

1 A. Outside of that, no. The fact that I worked
2 for the servicing company, and I know that asset came
3 over and we began servicing it in March of 2009.

4 **Q. Okay. So aside from the FDIC documents,**
5 **anything else you looked at to evidence that transfer?**

6 A. The system of record, the servicing notes that
7 began in March of 2009.

8 **Q. Okay. So the fact that you service it now you**
9 **consider evidence of that transfer?**

10 A. Absolutely.

11 **Q. Prior to that it was with IndyMac Federal,**
12 **right?**

13 A. Yes, sir.

14 **Q. IndyMac Federal obtained it from the FDIC; is**
15 **that right?**

16 A. IndyMac Federal is the entity that was granted
17 the authority from the FDIC or the Office of Thrift
18 Supervision to essentially take charge of the assets
19 from the failed bank that was IndyMac in July of 2008.

20 **Q. And besides the publicly available FDIC**
21 **documents, anything else you looked at to verify that?**

22 A. No, sir.

23 **Q. And before that IndyMac was the servicer?**

24 A. Yes, sir.

25 **Q. Who had the equitable interest in the note and**

1 **mortgage?**

2 A. The equitable interest has always lied with
3 really Deutsche Bank. They are the investor. They
4 hold the mortgage note. It was simply serviced by
5 IndyMac, IndyMac Federal, and then subsequently now by
6 OneWest. So it has always been an asset that was owned
7 by Deutsche Bank. I think we discussed it previously,
8 that transaction occurred about 30 to 45 days after
9 origination. And I am basing that knowledge off of the
10 pooling and servicing agreement that exists that's out
11 there from December of 2005.

12 **Q. Right. Besides the pooling and servicing**
13 **agreement, anything else you are looking at to verify**
14 **the transfer of the equitable rights from IndyMac to**
15 **Deutsche Bank occurred in December of 2005?**

16 A. No, sir, not outside of that and the schedule.

17 **Q. Okay. So besides the mortgage loan schedule**
18 **and the pooling and servicing agreement, is there**
19 **anything else you looked at to verify that IndyMac Bank**
20 **transferred the equitable interest in the note and**
21 **mortgage to Deutsche Bank in December of 2005?**

22 A. No, sir.

23 **Q. Did you speak to anybody about that transfer?**

24 A. No, sir.

25 **Q. No. 21, are you the person with the most**

1 **knowledge of that?**

2 A. Yes. It's a question we just answered pretty
3 much.

4 **Q. Does your answer change at all from No. 20?**

5 A. No, not really. It's a situation where the
6 plaintiff, who is Deutsche Bank -- talked about that --
7 they had the interest in the property approximately 30
8 to 45 days after the loan originated.

9 **Q. So besides looking at the pooling and
10 servicing agreement and the mortgage loan schedule, is
11 there anything else you looked at to familiarize
12 yourself with No. 21?**

13 A. No, sir.

14 **Q. Did you speak to anyone about No. 21?**

15 A. No, sir.

16 MR. [REDACTED] Can we take a break?

17 MS. KAVANAUGH: How much longer do you think
18 you have?

19 (Off the record at 4:08 p.m.)

20 (A recess was taken.)

21 (Back on the record at 4:18 p.m.)

22 BY MR. [REDACTED]

23 **Q. You understand you are still under oath,
24 right?**

25 A. (Witness nods head in the affirmative.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. Yeah?

A. Yeah. Sorry. I forgot about that.

Q. No problem. No problem.

No. 22, are you the person with the most knowledge of that?

A. Yes, sir.

Q. Do you know of any evidence showing a transfer of the note and mortgage after the filing of the complaint?

A. The transfer of the mortgage -- What do you mean, in terms of servicing or in terms of actual ownership?

Q. Well, let's start with servicing.

A. Yeah, the servicing was acquired by OneWest in March of 2009.

Q. Okay. And besides the servicing transfers that we went through before, any transfers of ownership after filing of the complaint?

A. No. Essentially Deutsche Bank has remained the owner throughout the transition.

Q. All right. What did you look into to verify that?

A. Essentially the same documents, the PSA schedule, the information that's public knowledge, business records.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. Anything else?

A. That's pretty much it.

Q. Did you speak to anybody about No. 22?

A. No, sir.

Q. I have marked Exhibit F. Have you seen this document before?

A. Yes.

Q. And what is this?

A. It's the assignment of mortgage from MERS to IndyMac.

Q. To be more specific, it's from MERS to IndyMac Federal Bank, right?

A. IndyMac Bank FSB, not IndyMac Federal.

Q. Right. And the transfer in the first paragraph says that Mortgage Electronic Registration Systems, Incorporated as nominee for IndyMac Bank FSB, whose address is blank, assigned, transferred and conveyed to IndyMac Federal Bank FSB?

A. Yes, that's correct.

Q. So it's from MERS to IndyMac Federal, right?

A. I think you are right.

Q. And this appears to be dated September 24th, 2008, right?

A. Yes, sir.

Q. You said you have seen this before. When had

1 **you seen this before?**

2 A. About a week ago I guess. Reviewing the
3 assignments I believe there were a couple of
4 assignments in the file.

5 **Q. Do you know who Lacunda Alorte (phonetic) is?**

6 A. Personally no, I don't know her.

7 **Q. Do you know of her?**

8 A. No. Aside from this document I haven't seen
9 her name before.

10 **Q. What about Bethany Hood?**

11 A. No.

12 **Q. Don't know her personally or professionally?**

13 A. No.

14 **Q. Same question, never heard of her?**

15 A. No, aside from the document, the execution of
16 it.

17 **Q. Kelly Clark is listed as a witness. Any idea
18 who that is?**

19 A. The name sounds very familiar, but no, I don't
20 aside from this document.

21 **Q. And Marshall Anderson is listed as another
22 witness. Any idea who that is?**

23 A. No, sir.

24 **Q. If you look at the bottom left, it looks like
25 it was signed in Dakota County, Minnesota, right?**

1 A. I don't know if it was signed there in that
2 location. If I can, you know, draw a legal conclusion
3 that that's where it's signed, I would assume so. The
4 notary public's commission is in Minnesota. So I would
5 assume that they were in the state of Minnesota when
6 the document was executed.

7 **Q. Okay. You would agree with me it says on the**
8 **left-hand side below Bethany Hood's signature on the**
9 **left side, it does say state of MN, County of Dakota,**
10 **right?**

11 A. Yes.

12 **Q. Did IndyMac Bank have an office in Dakota**
13 **County, Minnesota that you know of?**

14 A. I don't know.

15 **Q. Did IndyMac Federal?**

16 A. I don't know.

17 **Q. What about OneWest?**

18 A. Not sure.

19 **Q. You said earlier IndyMac Bank FSB was closed**
20 **by the FDIC in July of 2008, right?**

21 A. Yes.

22 **Q. So in September of 2008 did IndyMac Bank FSB**
23 **exist?**

24 A. As an entity, no. The bank failed, so all
25 rights and privileges were assumed by IndyMac Federal

1 for the auspices of the OTS.

2 **Q. And you would agree the signature block of**
3 **this assignment says that it's being signed by vice**
4 **presidents of Mortgage Electronic Registration Systems,**
5 **Incorporated as nominee for IndyMac Bank FSB, right?**

6 A. Yes. It's not uncommon to see that. It's my
7 understanding that they still had some authority to
8 sign off; that is, some power of attorney to sign off
9 through some date. I am not exactly sure what date it
10 was. But it's not uncommon to see something like that.

11 **Q. Okay. Have you seen the document that**
12 **permitted MERS to remain the nominee for IndyMac Bank**
13 **after it was closed by the FDIC?**

14 A. No. What I have seen is I have seen a
15 document similar to the one we discussed earlier that
16 gives a litany of names that are authorized as power of
17 attorney to sign off.

18 **Q. Okay. Any reason to know why in the first**
19 **paragraph Mortgage Electronic Registration Systems,**
20 **Incorporated as nominee for IndyMac Bank FSB does not**
21 **have an address listed?**

22 A. No. Mortgagee is simply the Mortgage
23 Electronic Registration System.

24 **Q. Do you know if anything was transferred on**
25 **September 24th, 2008?**

1 A. I am not sure what you are implying there. I
2 mean the assignment memorializes the transaction or the
3 transfer of the asset from one entity to the other. So
4 yeah.

5 **Q. All right. And did that occur on**
6 **September 24th, 2008?**

7 A. Based on this document review, yes.

8 **Q. Outside of this document, anything else that**
9 **you know of that would evidence a transfer on**
10 **September 24th, 2008?**

11 A. Not specifically September. I mean
12 September 24th -- It's important to note for the record
13 that September 24th is just a date that memorializes
14 that transaction. I mean it's public knowledge that
15 OneWest or that IndyMac Federal under the authority of
16 the OTS took over the failed bank in June of 2008 -- or
17 July of 2008. Sorry.

18 **Q. Did you speak with anyone about this**
19 **assignment memorializing that?**

20 A. No, sir.

21 **Q. Have you seen any other documents in**
22 **connection with this assignment?**

23 A. Aside from the owner assignment, no.

24 **Q. You said you had seen a couple of these names**
25 **in the context of the list of people who could sign**

1 certain documents, correct?

2 A. Yes.

3 Q. Do you know when you looked at that?

4 A. Like I said previously --

5 MS. KAVANAUGH: Objection to the form, asked
6 and answered.

7 THE WITNESS: The list itself I looked at
8 several months ago.

9 BY MR. [REDACTED]

10 Q. And do you know what the dates of appointment
11 were?

12 A. No, sir.

13 Q. If you look underneath the legal description
14 on this assignment, it appears that there is language
15 purporting to transfer the mortgage - after the
16 semicolon it says, together with the note and
17 indebtedness secured thereby. Do you have any
18 knowledge of that?

19 A. Not sure what you mean by that.

20 Q. Sure. You would agree the first paragraph
21 here says that MERS as the nominee for IndyMac
22 transferred to IndyMac Federal --

23 A. Um-hmm.

24 Q. -- all the right title and interest of the
25 assignor to that certain mortgage, right?

1 A. Um-hmm.

2 **Q. Okay. So you would agree it has language**
3 **purporting to assign the mortgage, right?**

4 A. Yeah. Rights and titles would imply anything
5 positive that they have to the property that's being
6 assigned.

7 **Q. Okay. And you would agree that it continues**
8 **and says it's assigning the mortgage together with the**
9 **note and indebtedness secured thereby?**

10 A. Yeah, I agree that's what the document says.

11 **Q. Okay. What interest did MERS have in the**
12 **note?**

13 MS. KAVANAUGH: Objection to the form of the
14 question.

15 MR. [REDACTED] What's wrong with the form?

16 MS. KAVANAUGH: MERS as nominee for IndyMac
17 Bank FSB.

18 MR. [REDACTED] Sure.

19 BY MR. [REDACTED]

20 **Q. What did MERS as nominee for IndyMac Bank FSB**
21 **have in the note?**

22 A. Quite frankly since all MERS really is is a
23 system that memorializes the transactions on the
24 account with respect to title, I don't know how else to
25 answer the question outside of that.

1 **Q. Does MERS ever have an interest in promissory**
2 **notes?**

3 A. I don't know. Each individual contract that
4 MERS has with the, you know, banks and servicers is
5 different, and you would have to look at the actual
6 contract to figure out, ascertain what interest or what
7 interests has been paid for in any given transaction.
8 I can't speak for a broad question like that to say
9 MERS ever has.

10 **Q. Okay. So in this case did MERS have any**
11 **interest in the promissory note?**

12 A. I don't know. If you have the contract
13 between MERS and Indy -- if you have the contract
14 between MERS and IndyMac FSB I can take a look at it.

15 **Q. Okay. And you haven't seen that?**

16 A. I haven't seen that.

17 **Q. So did IndyMac Federal Bank FSB get the note**
18 **from MERS as nominee from IndyMac bank?**

19 MS. KAVANAUGH: Object to the form of the
20 question, assumes facts not in evidence.

21 A. Yeah, it's my understanding that the note
22 itself was always held by the document custodian, which
23 we have talked about previously was Deutsche Bank
24 National. So, you know, I can't confirm one way or the
25 other whether MERS ever had the actual originals. It's

1 not something I know.

2 BY MR. [REDACTED]

3 Q. Do you know who would have more knowledge of
4 that?

5 A. I don't believe there is anyone who would know
6 at this point.

7 Q. Isn't Erica Johnson-Seck the vice president of
8 MERS?

9 A. No, she is not a vice president of MERS. She
10 is a vice president of OneWest Bank who has -- or
11 had -- I don't know what her situation is now, but she
12 at one point had the authority just like the individual
13 listed here to sign off on behalf of MERS.

14 Q. Is OneWest Bank a member of MERS?

15 A. Currently I am not sure.

16 Q. Who would have more knowledge of that?

17 A. I don't know.

18 Q. You didn't speak to anyone at MERS regarding
19 this assignment, right?

20 A. No, sir.

21 Q. The document also says right at the
22 beginning -- it refers to on or before September 11th,
23 2008. Aside from the FDIC transfer that you mentioned
24 earlier where IndyMac switched over to the FDIC and
25 then to IndyMac Federal, do you know anything else that

1 **happened on or before September 11th, 2008 in**
2 **connection with this assignment?**

3 A. Well, the only thing that we have discussed
4 previously has been the loan purchase by Deutsche, the
5 investor in December of 2005.

6 **Q. Okay. Anything else?**

7 A. No, sir, not that's standing out.

8 **Q. Are you the person with the most knowledge of**
9 **No. 23?**

10 MS. KAVANAUGH: The one we were just talking
11 about?

12 MR. [REDACTED] We covered it. I still have to
13 ask.

14 A. Yeah. Yeah.

15 BY MR. [REDACTED]

16 **Q. Okay. You have no personal knowledge of the**
17 **physical transfer of the note and mortgage from MERS to**
18 **IndyMac Federal, right?**

19 A. No, sir. There is not any evidence in the
20 file or in the servicing documents, neither a bailee
21 letter nor anything indicating that MERS ever held the
22 original documents. To my knowledge they have always
23 been held by the document custodian.

24 **Q. Are you the person with the most knowledge of**
25 **No. 24?**

1 A. Yes, sir.

2 Q. Besides what we spoke about earlier -- what I
3 mean by that is the transfer from IndyMac Bank to the
4 FDIC to IndyMac Federal, is there any other evidence
5 that you know of of an equitable transfer of the note
6 and mortgage from MERS to the point before
7 September 11th, 2008?

8 A. Outside of it, no, sir. Just the -- like you
9 said, we talked about it before, the purchase.

10 Q. The pooling and servicing agreement?

11 A. Yes.

12 Q. So besides the PSA and the transfers from
13 IndyMac to FDIC to IndyMac Federal, you know of nothing
14 else that would evidence an equitable transfer?

15 A. No, sir. Again, I think we tried to represent
16 as best as possible based on my business record review
17 that Deutsche Bank has always been the investor on the
18 mortgage note from the very beginning. And while the
19 servicing was transferred from one entity to the other,
20 Deutsche Bank has been the investor.

21 Q. Do you know anything about value received in
22 connection with the assignment of mortgage that I
23 marked as Exhibit F?

24 A. I'm sorry?

25 Q. Sure. This one, Exhibit F, is that assignment

1 again. At the beginning it says for value received.
2 That assignment was made. Do you know anything about
3 if there was value received?

4 A. No, I wasn't a part of that actual
5 transaction.

6 Q. Do you know who would have more knowledge of
7 that?

8 A. No. Aside from the individuals who were there
9 and executed the document.

10 Q. Do you know if the MERS records changed on
11 September 24th, 2008?

12 A. I don't know if they changed precisely on that
13 date. I don't know how long it takes for them to
14 register that transaction and history, but I do believe
15 I saw it when I looked at the MERS history, received a
16 chain.

17 Q. From --

18 A. The history, the milestones basically.

19 Q. Okay. Did that comport with this assignment
20 that went from IndyMac to IndyMac Federal?

21 A. I believe so, yes, sir.

22 Q. Are you the person with the most knowledge of
23 No. 25?

24 A. Yes, sir.

25 MR. [REDACTED] Exhibit G I have selected excerpts

1 from a response to a request for production that we
2 did so I wouldn't have to print out 800 pages.

3 MS. KAVANAUGH: So the documents attached as
4 Exhibit G are just excerpts of what was produced by
5 the cover letter?

6 MR. [REDACTED] Correct. Right. Produced on
7 October 25th.

8 MS. KAVANAUGH: Excerpts that you have
9 collected?

10 MR. [REDACTED] Correct.

11 BY MR. [REDACTED]

12 **Q. Flipping through this -- the first five pages**
13 **after the cover letter, which at the bottom of the**
14 **pages are numbered IndyMac-000290 through 000294, that**
15 **appears to be a fixed adjustable rate note interest**
16 **only fixed period, right?**

17 A. Yes, sir.

18 **Q. Do you see any endorsements on this note?**

19 A. No, not on this copy.

20 **Q. Do you see any allonges attached to this note?**

21 A. No, not on this copy.

22 MS. KAVANAUGH: I'm going to object to the
23 form of the last two questions based on I don't
24 know what document followed at 295.

25 MR. [REDACTED] Sorry?

1 MS. KAVANAUGH: I don't know what document
2 followed. You have only given us partial -- you
3 may have just pulled out the document. I don't
4 know that. That's why I am going to object to the
5 question on that basis.

6 MR. [REDACTED] Sure.

7 THE WITNESS: Fair enough.

8 BY MR. [REDACTED]

9 **Q. 290 through 294 do not have endorsement,**
10 **correct?**

11 A. Endorsement, correct.

12 Just for the record, we previously looked at
13 another exhibit, another document, the one that was
14 actually filed with the court, and I believe it had two
15 endorsements on it.

16 **Q. Right. Do you know where this copy came from?**

17 A. Well, I believe it's part of the documents
18 that were provided in -- I guess that were a part of I
19 guess the response for production.

20 **Q. So it came from OneWest, right?**

21 A. Yeah.

22 **Q. Do you know what database this copy of the**
23 **note was pulled from?**

24 A. Not specifically. I didn't pull the document
25 itself, but if I was going to pull a copy of the

1 document it would be from our imaging system.

2 Q. The next selection is at the bottom of page
3 IndyMac-000409 through page 000413. And again this
4 appears to be a fixed adjustable rate note interest
5 only fixed period, right?

6 A. Yes, sir.

7 Q. All right. And would you agree with me there
8 is no endorsements on this note?

9 A. Correct. On this particular copy there is no
10 endorsements, neither is there a signature.

11 Q. There is no allonge attached to this note
12 either, correct?

13 A. No, sir.

14 MS. KAVANAUGH: Object to the form of the
15 question for the same reason stated previously,
16 about the -- you know, we don't know what was
17 attached afterwards.

18 BY MR. [REDACTED]

19 Q. What's been produced here, 409 through 413,
20 there is no endorsements or allonges, right?

21 A. Correct. Yes, sir.

22 Q. And on the front page, you know, starting at
23 page 409, if you look at the top right, there is no
24 handwriting there, is there?

25 A. Correct.

1 **Q. Do you know where this copy of the note came**
2 **from?**

3 A. No. Aside from the fact that it appears to be
4 a copy of part of the documentation that you have in
5 the production.

6 **Q. So it would have come from OneWest, right?**

7 A. Um-hmm.

8 **Q. And do you know what date this document was**
9 **scanned into your document imaging system?**

10 A. No, sir.

11 **Q. What about the first note we reviewed as part**
12 **of Exhibit G?**

13 A. No, sir.

14 **Q. Do you know what department would have scanned**
15 **those notes into the document imaging system?**

16 A. No, sir.

17 **Q. Now, the beginning at IndyMac-000706, again in**
18 **the interest of brevity I have taken some selections of**
19 **the pooling and servicing agreement. Does this appear**
20 **to be the pooling and servicing agreement you looked**
21 **at?**

22 A. Yeah.

23 **Q. Have you ever seen a signed copy of the**
24 **pooling and servicing agreement?**

25 A. No, sir.

1 **Q. Have you ever read the whole pooling and**
2 **servicing agreement?**

3 A. Not the entire document.

4 **Q. Is it plaintiff's position that this trust is**
5 **governed by New York law?**

6 MS. KAVANAUGH: Object to the form of the
7 question.

8 MR. [REDACTED] What's wrong with the form?

9 MS. KAVANAUGH: Legal conclusion.

10 MR. [REDACTED] You can answer.

11 A. Yeah, I don't even know how to answer that
12 question, to be honest with you. The mortgage itself
13 exists in Florida so our action was started in and I
14 guess will continue to be pursued through the Florida
15 courts.

16 BY MR. [REDACTED]

17 **Q. And so you have no knowledge of New York law**
18 **governing this trust?**

19 MS. KAVANAUGH: Object to the form of the
20 question, legal conclusion.

21 A. No, sir, I don't.

22 BY MR. [REDACTED]

23 **Q. Okay. The bottom of the page IndyMac-000717**
24 **has some definitions there, right? Can you tell me**
25 **what the cut-off date is?**

1 A. Cut-off date referencing the documents,
2 December 1st, 2005.

3 **Q. Okay. Do you know what the purpose of the**
4 **cut-off date is?**

5 A. The cut-off date itself, no, don't know. I
6 believe -- I don't even want to --

7 MS. KAVANAUGH: I am going to object to the
8 form of the prior question.

9 BY MR. [REDACTED]

10 **Q. I don't want you to guess.**

11 A. Yeah, I don't want to guess either.

12 **Q. If you don't know you don't know. Do you know**
13 **the effect of the cut-off date?**

14 MS. KAVANAUGH: Object to the form of the
15 question, legal conclusion.

16 A. Yeah, same answer, I don't know.

17 BY MR. [REDACTED]

18 **Q. Okay. Do you have any knowledge whatsoever**
19 **about the cut-off date?**

20 MS. KAVANAUGH: Same objection, legal
21 conclusion.

22 A. No, sir.

23 BY MR. [REDACTED]

24 **Q. Okay. Other than the date of the cut-off date**
25 **appearing to be December 1st, 2005, can you tell me any**

1 **fact whatsoever regarding the cut-off date?**

2 A. No, not specifically. Again, I wasn't
3 involved in this transaction.

4 **Q. Okay. Do you know if the note that's the**
5 **subject of this lawsuit was in the trust prior to**
6 **December 1st, 2005?**

7 A. I don't know. I believe that the loan
8 originated in November of 2005. And the actual date
9 that it was placed into the pool, I don't have that
10 specific knowledge.

11 **Q. Flip ahead one page, which is -- actually**
12 **flipping ahead several pages, but at the bottom of the**
13 **page it's numbered 000733, and at the bottom of the**
14 **page it describes what a substitute mortgage loan is.**
15 **Do you know what that refers to?**

16 MS. KAVANAUGH: Object to the form of the
17 question, legal conclusion.

18 A. My limited knowledge of loan origination it's
19 my understanding that certain loans in the pool have
20 particular aspects or characteristics, and in some
21 cases it is feasible or possible to take one loan out
22 of the pool and substitute it with another that has
23 similar characteristics. Or that's the extent of my
24 knowledge of what a substitute would be.

25 BY MR. [REDACTED]

1 **Q. Do you know who would have more knowledge**
2 **about what a substitute mortgage loan is?**

3 A. No, sir.

4 **Q. Do you know if the loan which is the subject**
5 **of this lawsuit is a substitute mortgage loan?**

6 A. No, sir.

7 **Q. Do you know who would have more knowledge of**
8 **that?**

9 A. No, sir.

10 **Q. Also on this same page, the third entry from**
11 **the top is the start-up date. Do you know what that**
12 **is?**

13 MS. KAVANAUGH: Object to the form of the
14 question, legal conclusion.

15 A. Yeah, specifically, no. Aside from what it
16 describes as the closing date.

17 BY MR. [REDACTED]

18 **Q. Right. So aside from what it says on the**
19 **document, you have no personal knowledge of anything**
20 **regarding the start-up date, right?**

21 A. Yeah, I don't recall the specific date when I
22 looked at the PSA. It has a date in December. I don't
23 know exactly what date that is specifically. It was in
24 December of 2005.

25 **Q. Do you know if the loan that is the subject of**

1 **this lawsuit was in this trust prior to this start-up**
2 **date?**

3 A. No, sir, I don't know. I do know that the
4 loan originated in November.

5 **Q. Do you know who would have more knowledge of**
6 **that?**

7 A. No, sir.

8 **Q. The next page selected is IndyMac-000736. Did**
9 **you read section 2.01 beginning at the bottom?**

10 A. No, sir.

11 **Q. So do you have any knowledge about whether**
12 **this section is optional?**

13 MS. KAVANAUGH: Object to the form of the
14 question, calls for a legal conclusion.

15 A. No, sir.

16 BY MR.

17 **Q. Okay. Do you know who would have more**
18 **knowledge about section 2.01?**

19 A. No, sir.

20 **Q. So without asking for a legal conclusion, do**
21 **you have any knowledge whatsoever about section 2.01,**
22 **the pooling and servicing agreement?**

23 A. I mean aside from the basic language that's in
24 there, I could review it and give you my understanding
25 of it if that's what you are asking me to do. Are you

1 asking me to read the paragraph and to give you my
2 opinion of what it says?

3 **Q. Well, as you come in here today you don't have**
4 **any knowledge, right?**

5 A. Yeah. I mean aside from the general knowledge
6 and review of the document, no, sir.

7 **Q. And you didn't review it prior to today; is**
8 **that correct?**

9 A. The pooling and servicing agreement?

10 **Q. Section 2.01.**

11 A. That particular section, no.

12 **Q. So do you know if the documents described in**
13 **section 2.01 were delivered?**

14 MS. KAVANAUGH: Let me object to the form of
15 the question. I think asked and answered with
16 respect to his role and the PSA.

17 A. As best as I can I will try to answer that.
18 The assumption here is that after origination the
19 original files were transferred to the trustee or the
20 document custodian of Deutsche Bank National Trust.
21 Subsequently, they were able to produce it. So by
22 default I would assume that they were in possession of
23 it and that it was provided to them previously.

24 BY MR. [REDACTED]

25 **Q. Okay. By original documents what do you mean?**

1 A. The mortgage and the note.

2 **Q. Anything else?**

3 A. To my knowledge, no.

4 **Q. IndyMac page 000737, in the middle of the page**
5 **subsection C, little Roman numeral one, going to ask**
6 **you to review that paragraph. Take your time.**

7 A. (Witness complies.)

8 **Q. Okay. Have you reviewed section 2.01,**
9 **subsection C, little Roman numeral one?**

10 A. Yeah.

11 **Q. Okay. You would agree this is regarding the**
12 **endorsement on the mortgage note, right?**

13 A. Yeah, it's regarding the transfer.

14 **Q. Okay. And would you agree this subsection**
15 **contains language that talks about all intervening**
16 **endorsements, showing a complete chain of endorsement**
17 **from the originator to the person endorsing the**
18 **mortgage note?**

19 A. Yes. It says the original mortgage note
20 endorsed by manual or facsimile signature in blank in
21 the following form paid to the order of blank without
22 recourse without intervening endorsements showing the
23 complete chain of endorsement from the originator to
24 the person endorsing the mortgage note.

25 **Q. The note that we looked at earlier which you**

1 are contending was the original note that your
2 attorneys filed, Exhibit E, can you tell me if this has
3 any endorsements on the note other than IndyMac FSB?

4 MS. KAVANAUGH: Object to the form of the
5 question to the extent that you are implying that
6 IndyMac FSB is not the originator.

7 A. I'm sorry. Can you --

8 BY MR. [REDACTED]

9 Q. Sure. Sorry about that.

10 It's about the seventh page of Exhibit E, page
11 five of the note. You would agree with me the only
12 endorsements on this note were signed by IndyMac Bank
13 FSB, right?

14 MS. KAVANAUGH: Same objection.

15 A. Yeah, I would agree with you. That's what the
16 document says.

17 BY MR. [REDACTED]

18 Q. Okay. IndyMac Bank was the originator of this
19 loan?

20 A. Yes, sir.

21 Q. Now, between IndyMac Bank and Deutsche Bank,
22 are there any other transfers of the note?

23 A. Not to my knowledge. Again, the transaction
24 itself, it occurred a month after the origination
25 whereby the asset was sold in the pool to Deutsche

1 Bank.

2 **Q. Were there any other intervening transfers of**
3 **the mortgage between MERS, IndyMac and Deutsche Bank?**

4 A. Between November and December, no, sir, not to
5 my knowledge.

6 **Q. So you are not aware of any language in the**
7 **PSA contemplating a transfer from IndyMac to anyone**
8 **other than Deutsche Bank, right?**

9 A. No, sir.

10 **Q. Going back to Exhibit G, the pooling and**
11 **servicing agreement selections, at the bottom of the**
12 **page 739, if we look at the second paragraph from the**
13 **top at the paragraph beginning with, as promptly as**
14 **practicable, ask you to read that paragraph.**

15 A. Sure. As promptly as practicable --

16 **Q. You can read it to yourself. Sorry.**

17 A. (Witness complies.)

18 **Q. Had you read that prior to today?**

19 A. No. I have seen the language before.

20 **Q. Does that appear to contemplate an assignment**
21 **within 30 days of the transfer?**

22 MS. KAVANAUGH: Object to the form of the
23 question, calls for a legal conclusion. You can
24 answer.

25 A. Yeah, I don't think it contemplates it. I

1 think it allows for or it asks for a reasonable effort
2 to be made. And in most cases in my experience over
3 the 15 years, you know, it's usually -- I think we
4 discussed it previously -- 30 to 45 days in which that
5 occurs.

6 **Q. Okay. Do you know if an assignment of**
7 **mortgage was completed within 30 days of the transfer**
8 **in this case?**

9 A. I don't believe so. I think that two
10 assignments that we -- we had one it was in September
11 of 2008. And where is the other one? Do you have the
12 other one by chance? Maybe if I take a look at it it
13 could refresh my memory. I think it's important to
14 note that the PSA is the pooling and servicing
15 agreement.

16 If the investor is unhappy with the way that
17 we have serviced the loan and they want to cite us or
18 fine us or talk to us about whether or not we have
19 fulfilled the agreement in the contract, then they
20 would do so. It's important to note that that is
21 something that is all together separate from what's
22 required -- from my understanding what's required in
23 Florida to prosecute a foreclosure. And that is a fact
24 that we -- you know, we have talked about a lot of
25 things today, but at the end of the day we still have a

1 copy of the original note or what is purported to be
2 the original note, the original mortgage, and I want
3 that to be on the record.

4 **Q. So it's your contention that this section of**
5 **the pooling and servicing agreement does not have to be**
6 **complied with in order to maintain a foreclosure**
7 **action?**

8 MS. KAVANAUGH: Object to the form of the
9 question. You can answer.

10 MR. [REDACTED] What's wrong with that?

11 MS. KAVANAUGH: Mischaracterizing his
12 testimony.

13 A. Yeah. I mean I don't want to draw a legal
14 conclusion, but I will say that in most cases -- and
15 again, I have been servicing loans for 15 years. You
16 know, delegation and servicing agreements are between
17 the investor and the servicer. And if the investor
18 wants to enforce a particular piece of the contract
19 that may or may not feel completely like it was
20 supposed to, then that is a conversation between those
21 two entities.

22 **Q. So obviously --**

23 A. These are the two that I am aware of that
24 exist.

25 **Q. And when you say the two, when you refer to**

1 the -- Sorry. When you refer to the two, you are
2 referring to the two assignments of the mortgages?

3 A. Two assignments, yes, sir.

4 Q. Both of those were not completed within
5 30 days of the transfer; is that --

6 A. Correct.

7 Q. Did anyone ever tell you that this section of
8 the PSA was optional?

9 A. No one has ever told me, but again, we are
10 talking about a foreclosure action that is now being
11 prosecuted by OneWest Bank. We don't have anything to
12 do with what IndyMac did or didn't do within 30 to 45
13 days of origination. That was in 2005. We can't do
14 anything about that at this point.

15 Q. Beginning at the bottom of page IndyMac
16 000739, section 2.02, have you reviewed that prior to
17 today?

18 A. No, sir, not this specific language.

19 Q. Are you familiar with certifications required
20 by section 2.02?

21 MS. KAVANAUGH: Object to the form of the
22 question. He just answered.

23 MR. [REDACTED] You can answer.

24 A. Yeah. I mean just in a general broad fashion.

25 BY MR. [REDACTED]

1 Q. But not in this case, right?

2 A. Yeah.

3 Q. Have you ever seen any certifications
4 contemplated by this section 2.02?

5 A. No.

6 Q. Do you know who had more knowledge of that?

7 A. No, sir.

8 Q. Do you know if the loan that's the subject of
9 this lawsuit was ever repurchased under the terms of
10 section 2.02?

11 A. No, sir, I'm not aware of that.

12 Q. Do you know of anyone who knows that?

13 A. No, sir.

14 Q. Okay. Flipping ahead to IndyMac 000753.

15 A. I'm sorry. 00753?

16 Q. You got it.

17 Did you review section 3.13 prior to today's
18 deposition?

19 A. Not specifically.

20 Q. Have you ever seen a request for release?

21 A. Release of lien or release of mortgage files?

22 Q. Request for release pursuant to a pooling and
23 servicing agreement.

24 A. No, I haven't seen it specifically. I am
25 aware of it. I know that they do have one.

1 Q. Have you ever seen one in this case?

2 A. No, sir.

3 Q. Did anybody ever tell you that section of the
4 pooling and servicing agreement was optional?

5 A. No, sir.

6 Q. Do you know who would have any knowledge of
7 that?

8 A. No, sir.

9 Q. Next page that I have selected is IndyMac
10 000781, section 10.01 of the pooling and servicing
11 agreement. Did you review that prior to today's
12 deposition?

13 A. Yeah. Just broadly looked over it.

14 Q. Do you know anything about the REMIC,
15 R-E-M-I-C, status of this trust?

16 A. No, sir.

17 Q. Can you tell me anything about section 10.01?

18 A. I mean just in broad general fashion -- again,
19 I don't want to draw conclusions, but it affords the
20 right of the owner or the investor to change delegation
21 or to make changes to the provision or servicing
22 agreement. And it's not uncommon for that to occur or
23 for that to happen.

24 Q. Do you know if any amendment of the agreement
25 was undertaken in this case?

1 A. At this point, no, I don't know if there was
2 specific changes to the provisions.

3 **Q. Do you know who would have more knowledge of**
4 **that?**

5 A. No, sir.

6 **Q. Going back to Exhibit A, just the notice of**
7 **deposition, are you the person with the most knowledge**
8 **of No. 26?**

9 A. Yes, sir.

10 **Q. And apart from what you referred to as**
11 **publicly available FDIC documents, is there anything**
12 **else you know of that would evidence No. 26?**

13 A. Just specific to -- specific to this case, you
14 know, I think we talked about it before, just in a
15 broad general fashion the fact that the loan is being
16 serviced by OneWest, but it was previously serviced by
17 the bank, and then I worked for both entities. That's
18 the extent of what I can offer.

19 **Q. Did you speak with anyone about No. 26?**

20 A. No, sir.

21 **Q. So it would be correct to say that besides**
22 **looking at the publicly available FDIC documents and**
23 **the mere fact that OneWest is servicing this loan, you**
24 **have no other evidence supporting No. 26?**

25 A. Not today, no.

1 **Q. No. 27, are you the person with the most**
2 **knowledge of that?**

3 A. Yes.

4 **Q. Anything we haven't covered when we talk about**
5 **No. 27?**

6 A. Not that I can think of, not at this time.

7 **Q. So what would you say you consider to be**
8 **evidence of the transfer?**

9 A. From Deutsche Bank, the transfer to Deutsche
10 Bank?

11 **Q. Yeah.**

12 A. Okay. I think that, you know, in our prior
13 discussions the documentation of the pooling and
14 servicing agreement that was evidenced approximately a
15 month after the sale, the fact that this particular
16 account is a part of the schedule that was included in
17 that list of loans and the fact that it's gone through
18 its various incarnations from one servicing entity to
19 the other, the fact that it exists at OneWest, that's
20 the extent of what I can offer.

21 **Q. Okay. So besides the pooling and servicing**
22 **agreement, the mortgage loan schedule and the fact that**
23 **OneWest is servicing it, any other evidence you know of**
24 **supporting No. 27?**

25 A. No. I think just in general there is no

1 contradiction in terms of the assignments. There is no
2 contradiction in terms of the assignments. There is no
3 contradiction in terms of the milestones. So I don't
4 have any reason or reason to believe that there has
5 been an issue with the chain of title.

6 **Q. Handing you Exhibit H. I will ask have you**
7 **ever seen this document before?**

8 A. Yes. I believe it was part of the file that I
9 received. Looked at the complaint and these appear to
10 be I guess the answers or the affirmative responses.

11 **Q. Right. Do you know anything about Affirmative**
12 **Defense No. 2 on page four of Exhibit H?**

13 A. What number was that?

14 **Q. Sure. Affirmative Defense No. 2, second**
15 **affirmative defense on page four.**

16 A. Page four.

17 **Q. Can you tell me anything about the**
18 **authenticity of the original promissory note?**

19 A. I am still lost. Page four doesn't have a No.
20 2.

21 MS. KAVANAUGH: Object to the form of the
22 question to the extent you are asking him about the
23 affirmative defense presented by your client.

24 BY MR. [REDACTED]

25 **Q. Sure. At the bottom of the page, their second**

1 **affirmative defense.**

2 A. Okay.

3 **Q. If you could familiarize yourself with that.**
4 **Let me know when you have read it.**

5 A. I think the only way to solve that question is
6 to essentially -- I don't know if we deposed your
7 client or not, but we can always put him on the witness
8 stand and ask him whether or not he signed a mortgage
9 note. I don't know how else to get around that. I
10 think in all fairness - I mean unless there is evidence
11 proving to the contrary, we have no reason to believe
12 that the mortgage note or that the mortgage or the note
13 were signed by someone other than Mr. ██████████

14 **Q. Right. And we saw the note earlier that was**
15 **signed by Melody Spotts and Antonio Gamban, right?**

16 A. Yes, sir.

17 MS. KAVANAUGH: Object to the form of the
18 question. It was endorsed by them.

19 MR. ██████████ Sorry.

20 THE WITNESS: Yeah.

21 BY MR. ██████████

22 **Q. Sure. We saw a note earlier that had**
23 **endorsements by Melody Spotts and Antonio Gamban,**
24 **right?**

25 A. Yes.

1 **Q. And you have never seen the original note,**
2 **right?**

3 A. The original, no, sir. Just seen copies.

4 **Q. Ask you to skip down to the third affirmative**
5 **defense. Let me ask you, having gone over what we have**
6 **gone over today in regards to the complaint, you agree**
7 **that there was an allegation that the note was lost,**
8 **right?**

9 A. Yes.

10 **Q. And you agree when you looked at a bailee**
11 **letter that said it was not lost, right?**

12 A. Subsequently, yes.

13 MS. KAVANAUGH: Object to the form of the
14 question, which he cleared up.

15 BY MR. [REDACTED]

16 **Q. Okay. And what was the date of that bailee**
17 **letter?**

18 A. I believe it was in October 2008. I don't
19 recall the specific date, but it was on or about that
20 time.

21 **Q. Any other information we haven't covered about**
22 **the lost note?**

23 A. No, sir, aside from the fact that I think that
24 at some point they thought it was lost and it was
25 located subsequently.

1 **Q. If you can turn to page six. Would you agree**
2 **that paragraph 22 appears to be a quote from the**
3 **subject note?**

4 MS. KAVANAUGH: Object to the form of the
5 question.

6 MR. [REDACTED] What's wrong with it?

7 MS. KAVANAUGH: If you can show him a copy of
8 the note he can at least compare it.

9 MR. [REDACTED] Sure. Handing the witness Exhibit
10 E. I apologize. It's paragraph 22 of the
11 mortgage.

12 BY MR. [REDACTED]

13 **Q. Ask if they appear to match up there?**

14 A. Yeah, I think it's a fair assessment.

15 **Q. Do you have any recollection that the breach**
16 **letter you looked at specified the default?**

17 A. Yes. Specified the amount, specified the date
18 that the loan was still due for.

19 **Q. Okay. And what was the amount?**

20 A. I don't have that information or recall it
21 right in front of me. If you have a copy of the breach
22 I would be happy to look at the document.

23 **Q. Do you know the date?**

24 A. The specific date, I had it when we started,
25 but it's been so long that it's not in my head anymore.

1 MS. KAVANAUGH: I think he testified to that
2 earlier.

3 BY MR. [REDACTED]

4 **Q. Do you remember the language regarding the**
5 **action required to cure the default?**

6 A. Yeah. Our breach letters, they afford the
7 customer I guess a 30-day time frame in which to cure
8 the arrears or to contact us to try and resolve.

9 **Q. And did you read the language stating that the**
10 **failure to cure the default on or before the date**
11 **specified in the notice might result in acceleration?**

12 A. Yes, sir.

13 **Q. Okay. When did you look at that breach**
14 **letter?**

15 A. Breach letter I think I first looked at it
16 maybe about a month ago and I looked at it again last
17 night. If I remember correctly, I want to say the due
18 date is June 1st, 2008. I think the breach letter went
19 out in August. I can't remember specifically. I want
20 to say it was August 15th. I am not sure whether --
21 that date is sticking out in my head.

22 **Q. IndyMac Federal Bank, did they exist in**
23 **December of 2009?**

24 A. IndyMac Federal? Yes, it's my understanding
25 when the bank failed in June of 2008, the FDIC -- What

1 was the date that you said?

2 **Q. December of '09.**

3 A. December of '09. IndyMac Federal? I don't
4 know when they ceased to exist specifically. I do know
5 that OneWest acquired the assets and limited liability
6 in March of 2009.

7 **Q. So you don't know if they still existed?**

8 A. IndyMac Federal?

9 **Q. Right.**

10 A. I don't know how long they existed after the
11 transaction. And the assets were sold to us in March
12 of 2009.

13 **Q. Who would have more knowledge about that?**

14 A. I am sure somebody at the company would, but I
15 don't know specifically how long that entity, whether
16 they ceased to exist as soon as they sold off the
17 assets or not.

18 **Q. I have a similar question for IndyMac Bank.**

19 **They switched over you said in?**

20 A. July of 2008.

21 MS. KAVANAUGH: Object to the switched over.

22 BY MR. [REDACTED]

23 **Q. Sorry. They closed, right?**

24 A. They closed. They failed. The bank failed.

25 **Q. So they were completely extinguished?**

1 A. They ceased to exist, yes, in July of 2008.

2 **Q. Okay. In contrast to the IndyMac Federal**
3 **situation?**

4 A. Yeah, which the FDIC is still out there. And
5 I don't know what rights and privileges they held on to
6 or how long they hold on to them after the sale of the
7 assets in March of '09. It's a fair question. I just
8 don't know how long that term extended.

9 I believe the breach letter that was sent was
10 sent in '08, sent in August '08, it would have been
11 from IndyMac Federal at that point. It may or may not
12 have referenced IndyMac Mortgage Services, which is the
13 servicing entity, separate entity.

14 **Q. So in November of 2008 IndyMac Bank ceased to**
15 **exist?**

16 A. I'm sorry?

17 **Q. In November of 2008 --**

18 A. July of 2008.

19 **Q. Right. So any time after that IndyMac Bank**
20 **FSB did not exist?**

21 A. Yes. Correct.

22 **Q. Handing you Exhibit I. Have you seen this**
23 **document before?**

24 A. No, actually I haven't seen this affidavit.

25 **Q. You have seen documents like it before?**

1 A. I have seen similar documents.

2 Q. Okay. And Erica Johnson-Seck, she works with
3 you, right?

4 A. Yes.

5 Q. Is she your supervisor?

6 A. No.

7 Q. What's her --

8 A. She is a first vice president in the
9 foreclosure department.

10 Q. And you are not in the foreclosure department?

11 A. I don't work in foreclosure.

12 Q. You would agree this affidavit appears to be
13 dated November 17th, 2008, right?

14 A. Yes, November of 2008.

15 Q. And at that point IndyMac Bank FSB did not
16 exist, right?

17 A. IndyMac Bank FSB, correct.

18 Q. I have marked J. Have you seen this document
19 before?

20 A. This particular one, no.

21 Q. I will ask you to familiarize yourself with
22 the main part of it. It appears that plaintiff
23 withdrew an affidavit, right?

24 A. Yes, sir.

25 Q. Do you have any knowledge of why?

1 A. Not specifically, no. And ultimately I would
2 assume that every effort is being made to represent the
3 correct amount that's due and owing. So if there was
4 an amendment or a change or difference in figures --

5 **Q. You are not aware of any problems with other**
6 **Erica Johnson-Seck affidavits?**

7 MS. KAVANAUGH: Object to the form of the
8 question. Problems as in what?

9 MR. [REDACTED] You can answer.

10 A. Related to this specific case, no.

11 BY MR. [REDACTED]

12 **Q. Are you aware of the policies and procedures**
13 **in preparing affidavits of amounts due and owing?**

14 A. I mean specifically of the -- from I guess for
15 lack of better way to express it, from A to Z, no, I'm
16 not, but in general. There are specialists who work to
17 calculate the figures to verify them and then to
18 provide that document to an executive officer who
19 executes the document on behalf of the bank with the
20 notary.

21 **Q. So do you know if those policies have changed**
22 **over the course of your tenure at OneWest, IndyMac**
23 **Federal and IndyMac Bank?**

24 MS. KAVANAUGH: Object to the form of the
25 question. He said he didn't know what the policies

1 were.

2 A. Yeah, I don't have the specifics so I don't
3 know. I mean for as long as I have been an officer, as
4 long as I have worked for the company -- and I was
5 previously a notary public myself -- it was a standard
6 process or a way for going about executing documents.

7 BY MR. [REDACTED]

8 **Q. Has that policy changed?**

9 A. To my knowledge, no.

10 **Q. Ask you about a November '09 date in terms of**
11 **when IndyMac Federal Bank ceased to exist. I just want**
12 **to be clear, do you know any specific date when they**
13 **officially ceased to exist?**

14 MS. KAVANAUGH: Object to the form of the
15 question, asked and answered.

16 A. Yeah. No, I don't.

17 BY MR. [REDACTED]

18 **Q. Do you know who would have more knowledge of**
19 **that?**

20 A. No, not specifically. Perhaps someone at the
21 FDIC.

22 **Q. Okay. This is the last one. Have you ever**
23 **seen this document before?**

24 A. Yes, I have seen this document.

25 **Q. Okay. When did you receive this document?**

1 A. I think it was -- I looked at it maybe about a
2 week or so ago.

3 **Q. Just in preparation for this --**

4 A. For the deposition and the trial that's coming
5 up.

6 **Q. Sure. I will ask you to take a look at No. 4.
7 It asks who had legal title on the mortgage. You see
8 that?**

9 A. Yes.

10 **Q. Can you tell me what the answer to that was?**

11 A. The answer in the interrogatory states to
12 refer to the assignment of mortgage filed on or about
13 September 2007 -- September 27th, 2010. I'm sorry.

14 **Q. Sorry. I asked you the wrong one. No. 3,
15 please identify all the persons and/or entities who
16 currently have a legal title to the promissory note and
17 part B of the mortgage. Would you agree that the
18 answer says, Refer to the assignment of mortgage filed
19 on or about September 27th, 2010 and the original note
20 and mortgage filed on or about July 7th, 2009?**

21 A. Yes, sir.

22 **Q. Okay. And I am going to hand you Exhibit E.
23 Does this appear to be the note and mortgage filed on
24 or about July of 2009?**

25 MS. KAVANAUGH: I'm going to object to the

1 form of the question. It doesn't have the filing
2 date on the document.

3 BY MR. [REDACTED]

4 Q. Okay. On page three of Exhibit E it does say
5 July 2nd, 2009, right? Sorry, on the third page there.

6 A. July 1st, 2009 on the second page.

7 Q. Yeah, second page says July 1st. What does
8 the third page say in terms of the date?

9 A. Furnished by U.S. Mail to the parties, 7th day
10 of July 2009.

11 Q. So does this appear to be purportedly the
12 original mortgage filed on or about July 7th, 2009?

13 A. It does appear to be.

14 MS. KAVANAUGH: Object again, on or about
15 July 2nd, 2009.

16 MR. [REDACTED] Oh, is that what the answer says?

17 MS. KAVANAUGH: The answer says July 7th.

18 This says July 2nd.

19 BY MR. [REDACTED]

20 Q. Are you aware of any other notice of filing
21 original note and mortgage in July of 2009?

22 A. No, sir. Perhaps it's a typo.

23 Q. Okay. On Exhibit E I will ask you to turn to
24 the first page of the mortgage, page ten I think of
25 Exhibit E. Okay. Can you read paragraph C to yourself

1 under definitions and let me know when you are finished
2 reading.

3 A. Okay.

4 Q. All right. What does that paragraph say in
5 terms of who is the mortgagee under the security
6 instrument?

7 A. It has referenced as MERS, the lenders,
8 IndyMac FSB.

9 Q. Okay. Just a quick wrap-up. How would you
10 determine who the document custodian is?

11 A. What's that?

12 Q. If you had to look through your internal
13 records, what would you look at to determine who the
14 document custodian is?

15 A. If I had to look through my records?

16 MS. KAVANAUGH: Object to the form of the
17 question. I don't understand.

18 BY MR. [REDACTED]

19 Q. We have discussed in terms of the loss note
20 process when you are looking for a note somebody has to
21 be the document custodian. What would you look at to
22 determine who that is?

23 A. Well, the answer is pretty simple. For
24 OneWest the document custodian is the same custodian
25 for everyone, and that's Deutsche Bank National Trust.

1 So we don't have various entities or files in different
2 locations. It's all at one facility.

3 **Q. And it doesn't matter who the --**

4 A. Doesn't matter who the investor is or who
5 wants to know.

6 **Q. Did you ever talk to Sylvia Carballo about the
7 case?**

8 A. Not directly. She's a hard lady to get a hold
9 of.

10 **Q. Did you look at the MASINV1 screen?**

11 A. The mass one, investor one screen, yeah,
12 that's one of the screens. That's the first screen I
13 looked at to confirm who the investor is. That's a
14 good question.

15 **Q. Is that password protected or can you just
16 look at that?**

17 A. Every single person in our company has read
18 access to it, but don't have input or change access to
19 it.

20 **Q. Do you know when that screen first reflected
21 that Deutsche Bank was the investor on this loan?**

22 A. Specifically, no. That screen is updated at
23 the time of loan boarding, as soon as the loan is
24 boarded onto our system. So when we began servicing,
25 for instance, with OneWest in March of 2009, that's

1 probably one of the first screens that would have been
2 updated.

3 **Q. Would that have been a different screen for**
4 **IndyMac Federal Bank?**

5 A. I worked for IndyMac Federal Bank, and the
6 system of record that they use is the same system. So
7 the formatting -- in terms of -- in terms of the
8 formatting, it would not have been a different screen.

9 **Q. Is there a checklist or a note, a denotation**
10 **of a note when you can tell that screen changed?**

11 A. That access is only privy to folks in IT, and
12 only if you had a reason to memorialize when that date
13 was uploaded in the system would you even as a member
14 of management team worry about when it was updated.

15 In general it's updated and it doesn't change.
16 It doesn't ever change unless something happens and a
17 loan is pulled out of a particular pool or it's
18 reclassified. That would not change from the time of
19 loan boarding.

20 **Q. By loan boarding you are talking about**
21 **populating your system with basic information, right?**

22 A. Yeah. The very first time that the loan is
23 bought into the system and uploaded.

24 **Q. Do you know when that was for this file?**

25 A. No. I am just assuming that it was in March

1 of 2009 when OneWest began servicing it.

2 **Q. Now, you said the actual computer system**
3 **didn't change. Why would they need to -- essentially**
4 **were they reboarding it or --**

5 A. I couldn't tell you. I don't know. The
6 actual system itself is the same system, so it's the
7 same screen. But as to when they boarded this
8 particular account, I don't know.

9 **Q. OneWest never serves as its own document**
10 **custodian?**

11 A. OneWest is not the document custodian, not
12 even for our own assets that we own. It's Deutsche
13 Bank National Trust.

14 **Q. What about IndyMac Federal? Did they ever**
15 **serve as the document custodian for their own loans?**

16 A. To my knowledge, no. Those files were held
17 with the custodian, the same custodian essentially.

18 **Q. And same question, did IndyMac Federal ever**
19 **serve as a custodian for loans that were securitized?**

20 A. To my knowledge, no. But I have only worked
21 for that company -- I began in 2007. So prior to that
22 I am not sure. I don't know. When they were a smaller
23 organization they may very well have, but as far as I
24 know, no, for as long as I have worked for the company.

25 **Q. So that would include the entire pendency of**

1 **this lawsuit?**

2 A. Yes, sir. I believe so.

3 **Q. So if IndyMac Federal had said on the date the**
4 **complaint was filed that they were in possession of the**
5 **note, would that be impossible?**

6 A. I am not sure I understand -- Like on the date
7 of the complaint if they had said that they were in
8 possession of the note?

9 **Q. Right.**

10 A. Well, it would have been the document
11 custodian that would have been in possession of it.
12 But as far as the entity, yeah, if they had it. For
13 whatever reason it's not -- I don't know how to say
14 this with specificity. It's not uncommon for them to
15 think a file might be missing and then be able to
16 locate it. It happens from time to time. It's not an
17 occurrence that happens every day. It's not something
18 that's out of the ordinary course of business.

19 I think what's important is that if we are
20 able to locate the files and we change representation
21 with the court to reflect that we do have it. I think
22 that we have made every effort to do that in this case.

23 **Q. Right. But my question was even when it's not**
24 **in a lost note situation --**

25 A. Um-hmm.

1 **Q. -- during the entire pendency of this case**
2 **IndyMac Federal itself didn't have a vault?**

3 A. To my knowledge, no. It was being held by the
4 custodian.

5 MR. [REDACTED] Great.

6 THE WITNESS: Thank you.

7 MS. KAVANAUGH: Thank you.

8 (The deposition was concluded at 5:31 p.m.)
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I, the undersigned authority, certify that
the aforementioned witness personally appeared before
me and was duly sworn.

WITNESS my hand and official seal this 4th
day of December, 2011.



Angela R. Keyes

Angela R. Keyes, RPR, FPR
Notary Public-State of Florida
My Commission No. DD 986553
Expires: May 3rd, 2014

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

C E R T I F I C A T E

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I, ANGELA R. KEYES, RPR, FPR, State of Florida at Large, do hereby certify that the aforementioned witness was by me first duly sworn to testify the whole truth; that I was authorized to and did report said deposition in stenotype; and that the foregoing pages are a true and correct transcription of my shorthand notes of said deposition.

I further certify that said deposition was taken at the time and place hereinabove set forth and that the taking of said deposition was commenced and completed as hereinabove set out.

I further certify that I am not attorney or counsel of any of the parties, nor am I a relative or employee of any attorney or counsel of party connected with the action, nor am I financially interested in the action.

The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or direction of the certifying reporter.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of December, 2011.

Angela R. Keyes

Angela R. Keyes, RPR, FPR
Notary Public - State of Florida
My Commission DD 986553
My Commission Expires 5/3/14

1 December 5th, 2011

2 Marcos Flores c/o
3 NATHANIEL CALLAHAN, ESQ.
4 Akerman Senterfitt
5 Las Olas Centre II
6 350 East Las Olas Boulevard - Suite 1600
7 Fort Lauderdale, Florida 33301

8 IN RE: INDYMAC FEDERAL BANK FSB vs. [REDACTED] [REDACTED]

9 CASE NO. 2008-057087 CA 02

10 Please take notice that on Monday, the 28th day of
11 November, 2011 you gave your deposition in the above-
12 referenced matter. At that time, you did not waive
13 signature. It is now necessary that you sign your
14 deposition.

15 Please call (305)937-3880 to make an appointment
16 between the hours of 9:00 a.m. and 4:00 p.m., Monday
17 through Friday, at a U.S. Legal Support office located
18 nearest you.

19 If you do not read and sign the deposition within
20 thirty (30) days, we shall conclude that you have
21 waived the reading and signing of the deposition
22 transcript. If you wish to waive your signature, sign
23 your name in the blank at the bottom of this letter and
24 return it to us.

25 Very truly yours,

Angela R. Keyes, RPR, FPR
U.S. Legal Support

I do hereby waive my signature.

MARCOS FLORES

cc via transcript: All Attorneys Of Record

A			
able 19:20 65:15 70:2 73:18 77:11 84:24 119:21 146:15,20	28:15 45:16 88:12 98:17 101:21	129:14,22	78:7,9,13,18 79:8,15,16 131:15,23
abreast 7:9	addressed 45:16	agreements 124:16	anybody 24:5 34:15 34:18 45:24 46:5 56:15 59:24 68:1 68:22 69:12 71:24 74:21 78:9 78:23 82:2 84:21 85:15 91:2 95:23 98:3 127:3
absolutely 5:9 25:23 94:10	adjustable 25:19 26:8,9 28:8 29:10 54:21 110:15 112:4	ahead 11:23 18:18 23:15 77:25 78:1 116:11,12 126:14	apart 80:17 128:10
acceleration 134:11	Aegis 6:17	Akerman 2:2 151:3	apologize 27:19 133:10
accept 54:23	affidavit 3:17,18 136:24 137:12,23	al 1:8	apparently 38:12 65:13
accepted 55:2	affidavits 138:6 138:13	allegation 132:7	appear 6:24 13:11 16:1 25:24 26:12 113:19 122:20 130:9 133:13 140:23 141:11,13
access 15:16 19:19 82:11 143:18,18 144:11	affirm 4:5	alleged 23:5,11 30:2	APPEARANCES 2:1
accessible 57:24 57:25	affirmative 37:12 64:16 80:3 96:25 130:10,11,14,15 130:23 131:1 132:4	allonge 26:6,8 28:22 29:4,7 112:11	appeared 148:6
account 8:7,21 24:7 34:7 44:1 56:2 57:16 58:14 59:21 60:5 64:25 70:8 71:17 74:13 104:24 129:16 145:8	afford 59:19 134:6	allows 123:1	appearing 115:25
accountable 63:3	affords 127:19	Alorte 99:5	appears 25:19 26:1 27:21 28:12 29:16 36:6,23 37:22 39:14 48:10,17 51:17 51:24 98:22 103:14 110:15 112:4 113:3 133:2 137:12,22
accounting 80:18	aforementioned 148:6 149:5	amendment 127:24 138:4	apply 87:3 149:14
acknowledged 21:14 40:23	agent 13:18,21 14:3,7	amount 28:16 60:12 133:17,19 138:3	applying 59:20
acknowledgement 20:24 21:12	ago 8:17,19 11:13 18:6 19:12 25:16 28:3 32:11 37:18 49:23 51:12 59:12 92:22 99:2 103:8 134:16 140:2	amounts 138:13	appointment 103:10 151:10
acknowledging 24:1	agree 5:7 12:4 17:15 19:22 27:11,15,21 28:7 36:5,13,23 48:10 51:16 53:5 75:22 100:7 101:2 103:20 104:2,7 104:10 112:7 120:11,14 121:11 121:15 132:6,10 133:1 137:12 140:17	ample 70:4	approximately 18:24 96:7 129:14
acquired 9:6 37:8 40:12 93:18 97:14 135:5	affirmed 4:11	analogy 78:15	archive 67:12
acquiring 9:19	afford 59:19 134:6	analysis 57:18	archives 56:9
act 7:5	affords 127:19	Anderson 99:21	area 43:8 47:6,12 53:2
action 17:11,14,17 20:12 22:2,8 34:12 43:11,14 43:22 74:16 77:20 114:13 124:7 125:10 134:5 149:12,13	aforementioned 148:6 149:5	and/or 67:16,20 69:3 140:15 149:15	areas 17:4 53:3
activity 8:7 66:17 66:22 67:10	agent 13:18,21 14:3,7	Angela 1:23 4:1 148:14 149:4,21 151:19	arrears 43:17 70:5 134:8
actual 5:25 8:2 9:18,20 10:2 18:7,8 25:5 29:13 37:18 38:6 54:8,8 57:17 64:22 66:21 67:6 68:10 75:8 80:10 83:5 97:11 105:5 105:25 109:4 116:8 145:2,6	ago 8:17,19 11:13 18:6 19:12 25:16 28:3 32:11 37:18 49:23 51:12 59:12 92:22 99:2 103:8 134:16 140:2	Announcements 10:18	ascertain 105:6
additional 65:9	agree 5:7 12:4 17:15 19:22 27:11,15,21 28:7 36:5,13,23 48:10 51:16 53:5 75:22 100:7 101:2 103:20 104:2,7 104:10 112:7 120:11,14 121:11 121:15 132:6,10 133:1 137:12 140:17	annual 57:18	aside 23:23 30:12 36:3 42:20 44:9 45:12 49:9 52:6 54:5 68:13,23 77:1 78:15 80:11 83:9 85:16 86:21 94:4 99:8,15,20 102:23 106:23
address 21:10	agreed 39:19,23	answer 18:18,22 26:21 30:25 31:2 31:13,19 33:13 46:10 47:14 61:6 73:15 82:24 84:20 87:23 96:4 104:25 114:10,11 115:16 119:17 122:24 124:9 125:23 138:9 140:10,11,18 141:16,17 142:23	

109:8 113:3	138:2	B 3:10 25:11 27:9	98:16,18 100:12
117:15,18 118:23	assumed 86:7	29:24 140:17	100:19,22,24
119:5 132:23	100:25	back 21:22 23:19	101:5,12,20
asked 17:9 31:25	assumes 105:20	38:8 43:7 44:25	102:16 104:17,20
66:7 73:17 83:24	assuming 20:3	50:4 53:1 54:2	105:17,18,23
86:20 91:2 103:5	66:12 144:25	56:7 59:6 65:10	106:10,14 108:3
119:15 139:15	assumption 34:23	74:15 75:20	108:17,20 119:20
140:14	35:22 89:21,24	84:23 89:4 96:21	121:12,18,21,21
asking 24:3,9	119:18	122:10 128:6	122:1,3,8 125:11
53:17 79:11	assumptions 10:1	background 6:25	128:17 129:9,10
85:23 118:20,25	35:19 61:8 75:8	69:22	134:22,25 135:18
119:1 130:22	attached 26:6,9	backwards 93:20	135:24 136:14,19
asks 15:25 33:7	27:13 28:22 29:4	bailee 20:15,18	137:15,17 138:19
123:1 140:7	37:10 110:3,20	21:11 23:10,13	138:23 139:11
aspects 116:20	112:11,17	23:16,20,24 24:6	142:25 143:21
assessing 33:4	attempted 54:1	30:15 72:25 73:7	144:4,5 145:13
assessment 133:14	attorney 33:2 49:4	73:13 74:25 75:4	150:2 151:5
asset 18:25 25:9	101:8,17 149:11	89:25 90:16	banks 105:4
35:15 80:19,24	149:12	91:22 92:9	Bank's 14:23 86:6
81:12 94:2 95:6	attorneys 27:5	107:20 132:10,16	bar 27:2
102:3 121:25	50:16 121:2	balance 64:21	based 23:3 30:17
assets 9:7,19,23	151:25	65:25 83:11	34:23,24 45:15
10:8 14:4,9,11	audit 19:23 59:17	84:15	48:3 65:1,2
37:8 40:13 81:5	August 37:23 38:5	ball 54:19	75:10 102:7
93:18 94:18	46:24,25 54:15	bank 1:4 5:17 6:3	108:16 110:23
135:5,11,17	134:19,20 136:10	6:5,6,8,8,15 8:2	basic 28:14 74:12
136:7 145:12	auspices 101:1	8:5,25 9:4,4,12	118:23 144:21
assign 104:3	Austin 16:16,22	9:13,24,25 10:4	basically 109:18
assigned 22:7 30:9	75:11	10:4,24 11:3,5	basing 23:19 89:25
72:11 81:14,17	authenticity	11:17 12:4,7,11	93:21 95:9
98:17 104:6	130:18	12:12,18,23,25	basis 111:5
assigning 36:15	authority 6:12	13:3,5,7,10,14	Bates 28:6
104:8	47:7,13 49:1	13:16,18 14:3,7	Beach 2:10
assignment 3:14	50:4 51:13 94:17	14:12,16,18,20	began 67:7 92:21
36:15 37:11,13	101:7 102:15	15:1,4,15,19,22	94:3,7 143:24
37:18,22 38:3,6	106:12 148:5	18:12,13,14 19:1	145:1,21
38:10,12,15,25	authorization 51:8	21:6 24:20 33:2	beginning 106:22
39:4,6,14,21	authorizations	33:20,20,22,24	108:18 109:1
40:1,21 42:23	50:8	34:16 35:1,5,20	113:17 118:9
98:9 101:3 102:2	authorized 48:22	36:16,20 37:4,8	122:13 125:15
102:19,22,23	50:5,7,15 80:11	39:1,7,11,15,16	behalf 2:2,8 14:5
103:14 106:19	101:16 149:6	39:17,17,21,25	15:22 18:14
107:2 108:22,25	authorizes 14:11	40:8,9 41:5,14	33:21 50:16
109:2,19 122:20	authorizing 51:3	41:15 42:10,18	67:23 87:14
123:6 140:12,18	available 40:18	47:9 49:9 50:16	106:13 138:19
assignments 42:8	93:23 94:20	51:4,18 53:6,9	believe 17:2 19:3
42:19 43:5 52:24	128:11,22	53:10,13,19	20:10,15 21:18
68:17 99:3,4	Aventura 1:19	55:11 59:19 61:1	22:18,23 41:12
123:10 125:2,3	aware 12:18 23:5,7	61:4,15,18,21,22	45:7,21 46:4,25
130:1,2	30:3,5 32:6	62:14,20 63:12	47:20 50:9 53:25
assignor 103:25	42:24 61:12	63:18 64:8 67:11	54:2,13,15,18
assigns 15:25	122:6 124:23	67:23,23 76:18	57:4 59:14 67:19
assistance 15:25	126:11,25 138:5	76:23 80:1,2	72:6 93:16 99:3
assistant 5:14,22	138:12 141:20	86:7 87:6,13,14	106:5 109:14,21
6:20	a.m 151:11	94:19 95:3,7,15	111:14,17 115:6
assume 10:8 35:20		95:19,21 96:6	116:7 123:9
100:3,5 119:22		97:19 98:12,13	130:4,8 131:11
	B		

132:18 136:9 146:2 best 108:16 119:17 Bethany 99:10 100:8 better 19:1 138:15 bill 83:7,15,16 86:2 bills 83:24 Biscayne 1:18 bit 10:23 67:11,13 72:24 blank 58:20 98:17 120:20,21 151:15 Blliaule 42:1,5 block 101:2 blue 28:4 Board 14:18 boarded 143:24 145:7 boarding 143:23 144:19,20 books 80:20,25 borrower 12:9 26:4 43:23 44:4 55:25 66:15,17 68:2 70:4 bottom 99:24 110:13 112:2 114:23 116:12,13 118:9 122:11 125:15 130:25 151:15 bought 24:20 25:7 25:9 56:10 144:23 Boulevard 1:18 2:3 151:4 breach 44:3,11,12 44:23 45:2,8,14 46:1,8,20,22 47:1,3 55:3 70:10 71:6,16 133:15,21 134:6 134:13,15,18 136:9 breached 54:15 break 5:4 96:16 brevity 113:18 brief 64:2 briefly 68:17 bring 17:10,14,16 bringing 43:10,14 broad 34:4 56:1 69:21 70:13 105:8 125:24 127:18 128:15	broadly 127:13 business 7:23 8:3 8:11,14 16:16 23:4,8 24:3 32:16 44:1,9,25 60:15 72:20 82:12 87:22 97:25 108:16 146:18 busy 7:18 buy 24:8 25:4 buyer 54:4 65:15	62:4,9 63:7,12 64:14 cashiers 56:20 57:16 58:3,8 66:25 cause 4:3 caveat 88:8 cc 151:25 ceased 135:4,16 136:1,14 139:11 139:13 center 64:18 Centre 2:3 151:3 CEO 15:13 certain 43:22 63:25 103:1,25 116:19 certainly 44:25 71:4 certificates 12:14 certification 149:14 certifications 125:19 126:3 certify 148:5 149:5,8,11 certifying 149:15 chain 109:16 120:16,23 130:5 chance 123:12 change 54:19 63:23 96:4 127:20 138:4 143:18 144:15,16,18 145:3 146:20 150:4 changed 64:21 109:10,12 138:21 139:8 144:10 changes 127:21 128:2 150:1,22 characteristics 116:20,23 characterization 10:6 charge 16:5 22:9 33:1 45:22 56:12 58:16 60:17 70:15 71:24 73:23 74:3 75:14 79:23 80:4 81:22 94:18 charges 55:1 check 44:25 45:1 58:13,25 60:6,11 60:13 checked 20:23,25	21:2 23:25 30:16 35:22 74:25 89:20 checking 20:17 71:5 checklist 71:21,22 144:9 CIRCUIT 1:1,1 cite 123:17 clarification 10:22 69:17 clarify 13:19 34:20 55:9 Clark 99:17 class 44:15,22 clear 10:6 32:3 36:19 79:23 139:12 cleared 132:14 clearer 36:5 client 130:23 131:7 close 7:15 25:2 60:14 65:6 closed 100:19 101:13 135:23,24 closing 117:16 collateral 65:1 colleague 19:20 collected 110:9 collecting 57:19 collection 66:17 collections 64:18 come 6:13 55:1 66:9 113:6 119:3 comes 8:15 22:10 40:17 49:3 58:5 58:25 60:2 85:21 88:10 coming 35:17 57:15 60:3 140:4 commenced 149:9 commission 100:4 148:15 149:22,22 committed 34:9 commonly 55:15 communicate 27:4,8 communication 55:24 66:14,15 communications 66:12 company 5:16 6:17 10:9 12:13 36:16 41:25 58:3 83:20 84:21 85:10 94:2 135:14 139:4 143:17 145:21,24
C			
C 3:11 27:17 29:4 120:5,9 141:25 149:1,1 CA 1:2 151:6 calculate 138:17 calendar 16:12 California 21:9 75:7 91:20 92:1 92:15 call 17:1 20:20 64:18 66:16 151:10 Callahan 2:5 68:5 151:2 called 6:17 62:8 calls 59:11 118:14 122:23 Campbell-Wright 16:15 Carballo 22:20 74:1 88:24 143:6 card 16:16 case 1:2 12:19 23:9 32:24 37:1 37:5,25 43:25 47:18 49:22 50:3 51:24 52:1 65:5 69:25 70:16,23 71:11,25 72:4 73:4 76:2 79:21 84:22 88:10 89:2 89:3,13,18 92:22 105:10 123:8 126:1 127:1,25 128:13 138:10 143:7 146:22 147:1 151:6 cases 15:25 44:19 44:20 116:21 123:2 124:14 cashier 56:22,25 58:21,22,23 cashiering 61:2,21			

compare 133:8	consider 94:9 129:7	44:23 47:24 48:3 48:5, 16 71:18	cure 43:17 70:5 134:5, 7, 10
compelled 52:9	consideration 38:16 40:22, 24 41:4	82:8, 8 110:19, 21 111:16, 22, 25 112:9 113:1, 4, 23 124:1 133:7, 21	cured 71:6
compensated 13:13	consolidated 66:13	correct 6:9, 10 12:17 17:11 23:13, 21 28:19 29:5, 17 37:3 40:7 62:2 79:25 80:2 90:22 98:19 103:1 110:6, 10 111:10, 11 112:9 112:12, 21, 25 119:8 125:6 128:21 136:21 137:17 138:3 149:7 150:22	current 59:19 87:11
compensation 83:12	consummate 63:4	correctly 24:24 49:3 54:14 134:17	currently 31:5 88:23 89:10 90:23 106:15 140:16
complaint 3:10 22:3 23:6, 11, 16 25:12 26:14 29:24 30:1, 22 54:13 90:24 91:6 97:9, 18 130:9 132:6 146:4, 7	consummated 9:21 35:25 93:11	correspondence 27:2	custodian 21:4, 5, 6 21:25 22:10, 25 72:25 73:18 88:14, 16 89:16 89:21 91:19 105:22 107:23 119:20 142:10, 14 142:21, 24, 24 145:10, 11, 15, 17 145:17, 19 146:11 147:4
complete 63:5 120:16, 23	contact 15:16 66:16 73:25 88:25 134:8	counsel 21:20 22:6 22:7 27:19 31:4 32:21 68:23 69:11 73:3 77:1 81:20, 21 85:16 92:18, 19 93:1 149:11, 12	customary 29:12 78:3, 16 83:9
completed 64:23, 24 65:4 123:7 125:4 149:10	contacted 15:18	counseling 6:23	customer 55:8 56:9 61:9 64:17 134:7
completely 10:7, 9 10:10 42:24 124:19 135:25	contain 19:23 66:4 66:19	count 23:17	cut-off 114:25 115:1, 4, 5, 13, 19 115:24 116:1
complied 124:6	contained 20:19 21:11 60:23 92:9	countless 50:22 55:18	c/o 151:2
complies 120:7 122:17	contains 66:22 120:15	County 1:1 99:25 100:9, 13 148:2 149:3	<hr/> D <hr/>
comport 109:19	contemplate 122:20	course 24:3 34:12 90:21 138:22 146:18	D 2:5, 9 3:12 36:4 36:4
composite 55:7, 9 56:5 60:22 66:19 66:20	contemplated 9:24 126:4	court 1:1 4:5 5:1 17:20 31:7 35:22 48:6, 17 73:6 77:4 89:10, 11 90:22, 23 91:12 111:14 146:21	Dakota 99:25 100:9 100:12
computer 19:18 145:2	contemplates 122:25	courts 114:15	database 19:19 82:11 111:22
conclude 151:13	contemplating 122:7	cover 20:22 64:14 110:5, 13	date 6:11 20:22 24:20 30:22 38:12 54:11, 16 77:18, 22, 24, 25 78:2, 6, 9, 13, 18 78:20, 25 92:3 93:6, 13 101:9, 9 102:13 109:13 113:8 114:25 115:1, 4, 5, 13, 19 115:24, 24 116:1 116:8 117:11, 16 117:20, 21, 22, 23 118:2 132:16, 19 133:17, 23, 24 134:10, 18, 21 135:1 139:10, 12 141:2, 8 144:12 146:3, 6 150:24
concluded 147:8	contending 121:1	covered 8:13 78:17 79:3 87:25 107:12 129:4 132:21	dated 12:16 36:24 37:22 98:22
conclusion 9:2 100:2 114:9, 20 115:15, 21 116:17 117:14 118:14, 20 122:23 124:14	contention 124:4		
conclusions 20:4 35:18 40:10 75:7 127:19	context 102:25		
conditions 43:10 43:13, 25	continue 114:14		
condominium 29:8	continues 104:7		
conducted 89:18 90:6, 9, 12	continuing 7:11		
conducting 72:16	contract 105:3, 6 105:12, 13 123:19 124:18		
conference 59:11	contracts 83:21 86:9		
confirm 19:10 42:14 44:24 70:2 70:9 71:19 74:25 81:15 84:10 105:24 143:13	contradiction 130:1, 2, 3		
confirmed 44:2 71:15	contrary 131:11		
conjunction 9:14 10:12	contrast 136:2		
connected 149:12	control 62:23 63:6 63:11 149:15		
connection 102:22 107:2 108:22	controls 46:16 61:12, 13, 14 63:2		
	conversation 8:20 124:20		
	conversations 64:25		
	conveyed 98:18		
	copies 18:2, 9 26:19, 21, 24 27:12 68:10 132:3 150:20		
	copy 17:6, 18 26:1 26:3, 7, 11, 13 27:18 28:11		

137:13	department 5:24	53:10,13 67:23	100:6 101:11,15
dates 50:8 51:7	6:17 7:2,6 16:6	67:23 86:6,7	102:7,8 104:10
103:10	41:13,24 42:3	87:6,14 95:3,7	105:22 106:21
day 60:9,15,16	45:7 46:2,5,15	95:15,21 96:6	107:23 109:9
123:25 141:9	52:13,16,20,22	97:19 105:23	110:24 111:1,3
146:17 148:10	55:8 56:20,22	107:4 108:17,20	111:13,24 112:1
149:17 151:7	57:1,8,10,21	119:20 121:21,25	113:8,9,15 114:3
days 24:23,24 95:8	58:23 61:3,21	122:3,8 129:9,9	117:19 119:6,20
96:8 122:21	62:9 63:2,7,12	142:25 143:21	121:16 130:7
123:4,7 125:5,13	63:23 64:4,8,17	145:12	133:22 136:23
151:13	64:19 65:17 66:3	difference 138:4	137:18 138:18,19
DD 148:15 149:22	66:23 71:2 72:8	different 10:9,10	139:23,24,25
dealing 58:8	80:6,8,13 85:3	26:24 55:16 56:5	141:2 142:10,14
debt 12:9 43:15	113:14 137:9,10	67:11,13 85:3	142:21,24 145:9
70:3,3	departments 46:17	105:5 143:1	145:11,15 146:10
December 12:16	61:11 62:5 63:24	144:3,8	documentation
19:2 24:22 95:11	64:1,13 66:20	diligent 89:17	40:17 65:9 66:2
95:15,21 107:5	depends 58:7	direct 3:3 4:13	81:4 113:4
115:2,25 116:6	depo 45:12	149:15	129:13
117:22,24 122:4	deposed 4:17 131:6	direction 149:15	documented 66:18
134:23 135:2,3	deposition 1:14	directly 10:18	documents 7:24
148:10 149:17	3:2 4:1 8:21	14:2 16:7 19:7	8:18,24,25 9:8
151:1	11:9 33:6 43:7	32:25 33:4 34:17	9:13,15,17 10:11
decided 15:21,24	45:11 53:1 85:17	34:18 40:17	20:17,22 27:3
declare 150:21	126:18 127:12	42:23 46:11 55:6	29:14 35:12,23
deed 12:9	128:7 140:4	59:8 61:10 74:21	36:1,11 42:10
default 20:11	147:8 149:6,7,8	79:17 82:6 143:8	49:2 72:19 73:1
21:19 32:23	149:9 150:3,22	director 14:16	73:3,5,8 74:22
43:16 44:2 48:12	151:8,9,13,14	disbursed 57:6	75:10,13 76:5
54:11 70:3	depth 53:24	60:7	78:25 80:17,19
119:22 133:16	describe 6:20	disbursements 54:6	87:20 93:23 94:4
134:5,10	20:18	discuss 82:2	94:21 97:23
defaults 71:5	described 43:2	discussed 47:8	102:21 103:1
Defendants 1:10	71:11 80:17	68:14 80:22	107:20,22 110:3
2:8	119:12	86:15,22,24	111:17 115:1
DEFENDANT'S 3:7	describes 116:14	92:23,24 95:7	119:12,25 128:11
defense 130:12,14	117:16	101:15 107:3	128:22 136:25
130:15,23 131:1	description 3:8	123:4 142:19	137:1 139:6
132:5	103:13	discussion 17:3	doing 7:10,16 34:9
define 69:18	designate 13:10	30:12 54:3 68:6	69:20
defining 69:19	determine 8:4	discussions 129:13	double 30:20
definitely 74:9	80:24 142:10,13	distributed 150:20	draft 81:25
82:9	142:22	document 8:16 10:2	draw 9:2 10:1 20:4
definition 14:6	Deutsche 8:2 9:3	14:10 21:3,5,6	35:18 40:10 75:7
definitions 114:24	11:17 12:4,7,11	22:9 23:25 25:12	100:2 124:13
142:1	12:12,18,23,25	27:2,15 28:8	127:19
delegation 124:16	13:2,5,7,10,13	29:3,10 36:9,10	drawing 58:20
127:20	13:16,18 14:3,7	42:21,24 48:25	duces 17:6
delinquency 44:7	14:11,16,18,20	49:1,6,16,25	due 34:7 54:13,15
53:24	14:23 15:1,4,15	50:1,6,11,14	89:17 133:18
delinquent 54:7	15:19,22 18:12	51:3,11 72:25	134:17 138:3,13
57:6	18:13,14 19:1	73:17,18 74:24	duly 4:11 148:7
delivered 44:15,21	21:6 22:15,16	76:8,11,14,16	149:5
44:24 47:4	24:20 33:20,21	78:12,18 79:9,17	2:11
119:13	34:16,25 35:5,20	80:10 81:2 89:16	duties 6:20 63:20
Denise 41:20 42:4	36:16 39:1,7,17	89:21 91:19 92:7	63:22 76:23
denotation 144:9	41:5 47:9 53:6,8	98:6 99:8,15,20	

E			
E 3:13 48:9 51:17 75:20 121:2,10 133:10 140:22 141:4,23,25 149:1,1	120:17,24 enforce 30:7,9 33:7,10 34:2,6 35:3 124:18 enforcing 35:1 enlisted 63:4 ██████████ 1:8 68:2 150:2 151:5 ensure 44:6 70:6 ensured 72:3 ENTER 150:1 entered 150:22 enters 68:5 entire 114:3 145:25 147:1 entities 67:16,20 69:3 124:21 128:17 140:15 143:1 entitled 28:8 30:7 entity 10:7 63:15 74:6 94:16 100:24 102:3 108:19 129:18 135:15 136:13,13 146:12 entry 117:10 environment 59:19 equitable 69:3 93:6,13 94:25 95:2,14,20 108:5 108:14 Erica 16:6,20 33:1 70:21 72:5 106:7 137:2 138:6 errata 150:1,19 escrow 57:13,16,18 60:2,3 ESQ 151:2 ESQUIRE 2:5,5,11 essentially 40:17 70:2 94:18 97:19 97:23 131:6 145:3,17 establish 23:15 established 82:25 83:18 et 1:8 evening 8:23 events 20:5 evidence 93:5,12 94:5,9 97:7 102:9 105:20 107:19 108:4,14 128:12,24 129:8 129:23 131:10 evidenced 129:14	evidencing 85:24 exactly 9:10 41:24 46:24 65:7 101:9 117:23 Examination 3:3 4:13 examined 4:11 example 7:7 9:16 examples 8:10 excerpts 3:15 109:25 110:4,8 execute 42:12,23 49:2 54:1 executed 36:14 39:21 40:1 42:11 44:4 50:22 79:9 100:6 109:9 executes 138:19 executing 139:6 execution 99:15 executive 49:5 50:14 138:18 exhausted 71:18 exhibit 17:8 25:11 27:9,14,17 29:3 29:24 33:7 36:4 43:7 47:6 48:9 51:17 53:1 67:14 75:20 98:5 108:23,25 109:25 110:4 111:13 113:12 121:2,10 122:10 128:6 130:6,12 133:9 136:22 140:22 141:4,23,25 EXHIBITS 3:7 exist 21:21 26:19 26:21 61:13 100:23 124:24 134:22 135:4,16 136:1,15,20 137:16 139:11,13 existed 135:7,10 existence 5:20 exists 73:18 95:10 114:13 129:19 expected 59:17 89:8,14 experience 7:1 61:8 69:22 73:10 77:10 123:2 expert 77:2,5 expired 65:11 71:16 Expires 148:16 149:22	express 138:15 extended 136:8 extent 48:24 53:12 91:11 116:23 121:5 128:18 129:20 130:22 extinguished 135:25 extracted 56:8 e-mail 17:1,2,3,5 17:6
F			
easier 53:3 East 2:3 151:4 education 7:11 effect 115:13 effort 34:8 43:22 44:6 65:14 66:16 123:1 138:2 146:22 efforts 8:8 44:5 70:7 71:3,4,17 either 59:5 60:1 60:13 112:12 115:11 Electronic 98:15 101:4,19,23 Elizabeth 41:8 42:5 72:6 employee 12:25 13:2 22:23 33:9 33:18,19,20 47:9 58:1 67:3,4 68:24 149:12 employees 15:1 endorse 52:9,24 endorsed 47:17 48:2,18 50:2 77:14 120:20 131:18 endorsement 26:2,4 26:5 28:20 47:20 48:4 50:17 51:23 78:7 79:11 111:9 111:11 120:12,16 120:23 endorsements 51:18 52:8,10 75:22 77:19 110:18 111:15 112:8,10 112:20 120:16,22 121:3,12 131:23 endorsing 47:7,13 76:21 79:24 80:8	F 3:14 98:5 108:23 108:25 149:1 ██████████ 1:8 29:15 44:22 45:16 47:4 68:2 131:13 150:2 151:5 ██████████ 26:15 facility 143:2 facing 6:23 facsimile 120:20 fact 17:20 23:23 30:16 31:10,17 31:23 32:5,7,20 49:9 50:2 73:5 90:21 92:25 94:1 94:8 113:3 116:1 123:23 128:15,23 129:15,17,19,22 132:23 facts 25:2 42:25 83:4 84:22 85:21 88:10 92:22 105:20 fact-related 8:11 failed 6:6 94:19 100:24 102:16 134:25 135:24,24 failure 134:10 fair 10:5 11:8 47:5 62:3 111:7 133:14 136:7 fairness 131:10 familiar 47:15 50:23 88:9 99:19 125:19 familiarize 43:24 55:4 68:8 77:8 85:13 87:15 90:15 96:11 131:3 137:21 far 26:5,12 30:17 47:13 56:7 92:14 145:23 146:12 fashion 88:9		

125:24 127:18	files 119:19	120:21	133:21
128:15	126:21 143:1	follows 4:12 29:1	FSB 1:4 6:4, 5, 8
FDIC 6:13 9:6, 9	145:16 146:20	force 43:18	8:5, 25 9:12, 13
10:8, 19 35:24, 24	filing 3:13 18:15	foreclosure 6:24	9:24, 25 10:4, 4
37:9 40:18 49:3	20:9 22:3 23:2	15:24 16:2 22:8	10:24 11:3, 5
49:14 50:12 81:7	37:5 48:11 73:8	32:13 37:1, 25	36:20 37:4 39:2
93:18, 23 94:4, 14	74:16 75:21	41:13, 23 42:3	39:15, 16, 17, 21
94:17, 20 100:20	91:12 97:8, 18	43:11, 14, 21 45:7	40:9 49:10 51:4
101:13 106:23, 24	141:1, 20	46:2 55:23 64:13	51:18 53:19
108:4, 13 128:11	final 65:25	64:18 65:17, 21	61:21 62:21
128:22 134:25	financially 149:12	66:3 69:24, 25	63:12 64:8 83:19
136:4 139:21	financing 54:5	70:8, 19 71:1	98:13, 16, 18
feasible 116:21	65:15	72:8, 10 123:23	100:19, 22 101:5
February 7:17	fine 69:7 123:18	124:6 125:10	101:20 104:17, 20
Federal 1:4 6:3, 5	finish 5:2	137:9, 10, 11	105:14, 17 121:3
6:8 9:13, 25 10:4	finished 142:1	foregoing 149:6, 14	121:6, 13 136:20
10:9, 23, 24 21:23	fire 75:12	forgot 97:2	137:15, 17 142:8
36:20 37:4, 7	fireproof 75:12	form 11:22, 25	150:2 151:5
39:3, 5, 10, 16, 20	firm 20:11 21:19	18:17, 20 23:14	fulfilled 123:19
39:25 40:9, 13	22:3, 5 24:2	24:12, 15 28:24	function 6:22
54:23 60:24, 25	firms 7:10 22:2	30:23 31:11	fundamental 28:14
61:3, 15 62:1, 11	27:8 33:4	33:12, 16 39:8	funny 20:20
62:15, 17 63:12	first 4:11 18:5	42:13, 17 43:3	Furnished 141:9
63:18 64:4 67:3	25:16 32:12	46:9 53:11 86:5	further 149:8, 11
80:2 94:11, 14, 16	38:15 41:2 44:15	87:2 103:5	
95:5 98:12, 13, 18	44:22 70:21	104:13, 15 105:19	G
98:20 100:15, 25	77:12 98:14	110:23 112:14	G 3:15 109:25
102:15 103:22	101:18 103:20	114:6, 8, 19 115:8	110:4 113:12
105:17 106:25	110:12 113:11	115:14 116:16	122:10
107:18 108:4, 13	134:15 137:8	117:13 118:13	Gamban 48:15 49:7
109:20 134:22, 24	141:24 143:12, 20	119:14 120:21	50:18 51:7 52:6
135:3, 8 136:2, 11	144:1, 22 149:5	121:4 122:22	52:19 75:25 76:1
138:23 139:11	five 4:23 25:18	124:8 125:21	76:7, 10 77:22
144:4, 5 145:14	48:14 110:12	130:21 131:17	78:7, 10, 13, 18
145:18 146:3	121:11	132:13 133:4	79:8, 15, 16
147:2 150:2	fixed 25:19, 20	138:7, 24 139:14	131:15, 23
151:5	28:8, 9 29:9	141:1 142:16	Gamban's 50:11
feel 53:3 56:1	54:21 110:15, 16	150:22	77:13
84:20 124:19	112:4, 5	formatting 67:11	general 56:1 65:20
fell 54:3 65:16	flip 48:9 116:11	144:7, 8	66:11 69:17
Fidelity 55:14, 17	flipping 110:12	Fort 2:4 151:4	70:13 85:16, 22
figure 105:6	116:12 126:14	forth 149:9	88:22 92:25
figures 138:4, 17	Flores 1:14 3:2	forward 73:19	119:5 125:24
file 24:1 29:17	4:10, 16 150:3, 24	150:19	127:18 128:15
44:6 72:13, 14	151:2, 23	found 89:14, 15	129:25 138:16
88:11 99:4	Florida 1:1, 19, 24	91:18 92:1, 3, 14	144:15
107:20 130:8	2:4, 10 4:2 17:21	four 17:9 130:12	generally 61:12
144:24 146:15	21:18 32:23	130:15, 16, 19	getting 83:12
filed 17:20 20:11	48:11 114:13, 14	FPR 1:23 4:2	give 4:6 7:7 9:15
35:22 36:20 48:6	123:23 148:1, 15	148:14 149:4, 21	17:21 30:20
48:11, 17 70:16	149:2, 4, 21 151:4	151:19	118:24 119:1
70:24 71:25 72:4	folks 42:4 50:5	frame 134:7	given 43:16 53:14
73:6 89:10 90:22	58:2 144:11	frankly 104:22	70:4 87:19 105:7
90:23, 25 91:7	followed 71:11	free 53:4	111:2
111:14 121:2	72:3 110:24	freely 57:23	gives 101:16
140:12, 18, 20, 23	111:2	Friday 151:11	giving 92:23
141:12 146:4	following 60:16	front 112:22	go 11:23 18:18

23:15 44:25	happy 133:22	imaging 26:25	82:16 83:18,19
65:23 71:23 74:6	hard 92:21 143:8	112:1 113:9,15	94:11,14,16,19
77:25 78:1 82:3	hate 9:2 10:1	immediately 58:11	94:23 95:5,5,14
88:25	head 37:12 64:10	implied 14:8	95:19 98:10,11
goes 56:7 60:1,4	64:16 80:3 85:7	imply 104:4	98:13,13,16,18
going 4:24 16:23	96:25 133:25	implying 102:1	98:20 100:12,15
16:25 22:13	134:21	121:5	100:19,22,25
29:23 56:1 67:6	headquarters 14:23	important 102:12	101:5,12,20
72:20 74:15	heard 99:14	123:13,20 146:19	102:15 103:21,22
84:23 87:18	hearings 7:15	impossible 59:2	104:16,20 105:14
89:13 110:22	held 23:2 68:6	146:5	105:17,18 106:24
111:4,25 115:7	105:22 107:21,23	incarnations	106:25 107:18
120:5 122:10	136:5 145:16	129:18	108:3,4,13,13
128:6 139:6	147:3	include 80:1	109:20,20 120:4
140:22,25	help 81:25	145:25	121:3,6,12,18,21
good 143:14	hereinabove 149:9	included 129:16	122:3,7 125:12
gotten 61:7	149:10	including 7:24	125:15 126:14
governed 114:5	hereto 27:13	93:14	127:9 134:22,24
governing 114:18	hereunto 149:16	incorporated 14:21	135:3,8,18 136:2
granted 49:4 51:13	Hernandez 41:8	27:13 98:16	136:11,12,14,19
94:16	42:5	101:5,20	137:15,17 138:22
Great 147:5	Hernandez's 72:7	incorrect 30:19	138:23 139:11
group 15:24 16:2,5	hired 32:23	indebtedness	142:8 144:4,5
32:24 48:12 57:4	hiring 33:4	103:17 104:9	145:14,18 146:3
57:17 63:9,14,15	histories 67:9	index 3:1 82:8	147:2 150:2
63:18 64:14	history 8:6,8 19:9	indexed 82:13	151:5
grown 63:24	19:10,14 51:20	indicate 78:17	IndyMac-000290
guess 8:10,11,20	53:22 54:6,9	indicated 72:15	110:14
11:13 18:24	55:5,8,10,22	indicating 107:21	IndyMac-000409
24:23 25:5 30:14	56:5,7 58:4	indirectly 34:19	112:3
37:7 38:7 54:20	60:20,22 62:24	individual 16:11	IndyMac-000706
56:8 58:7 59:17	66:19 67:2,12,12	16:12 50:4 105:3	113:17
63:1 65:11,21	68:15 71:14	106:12	IndyMac-000717
93:17 99:2	109:14,15,18	Individually 46:16	114:23
111:18,19 114:14	hold 35:7 62:4	individuals 109:8	IndyMac-000736
115:10,11 130:10	95:4 136:6 143:8	industry 55:15	118:8
134:7 138:14	holder 20:8	78:16 83:10	influence 5:11
guy 29:25	holding 59:20	INDX 12:13	information 66:4
	homeowners 6:23	Indy 105:13	66:20 73:9 88:13
	honest 45:6 114:12	IndyMac 1:4 6:3,5	88:14 92:9,24
<hr/> H <hr/>	Hood 99:10	6:5,8,8,15 9:4,4	97:24 132:21
H 3:16 130:6,12	Hood's 100:8	9:12,12,24,25	133:20 144:21
hand 47:4 83:3	hours 58:14 59:1	10:4,9,23,24	initial 17:5 20:12
140:22 148:9	90:13 151:11	11:2,3 12:13	initiated 37:2
149:17	house 89:22	21:23,23 25:6,8	38:1
handful 4:20,23	housed 88:11	35:15,16,24	input 20:1,5 56:23
26:23		36:20 37:4,6	57:11 58:10
Handing 130:6		39:3,5,10,11,16	60:19 66:23
133:9 136:22	<hr/> I <hr/>	39:17,20,25 40:9	143:18
handles 57:4,5,17	ICE 2:9	40:13 49:9,13,13	inputs 56:18 57:3
handwriting 77:2,5	idea 99:17,22	51:4,18 54:23,23	57:13 64:21
112:24	identification	56:11 60:23,25	inputting 62:17,20
happen 49:24	42:13,15,17 43:3	61:1,3,15,21	instance 60:10
127:23	identify 140:15	62:1,1,9,11,14	75:11 143:25
happened 6:8 83:17	identity 67:16	62:15,17,20	institution 6:6
107:1	69:2 88:20 89:1	63:12,18 64:4,8	instrument 12:8
happens 5:8 60:7	89:5 92:5	67:3 80:1,1 81:6	142:6
144:16 146:16,17	II 2:3 151:3		

Las 2:3,3 151:3,4	150:4	log 66:13,16,22	45:15 67:13
late 54:24 55:1	list 9:23 48:22	logs 67:10	99:24
lately 59:22	49:4,21 50:5	long 5:18 6:18	loss 5:24 7:1,5
Lauderdale 2:4	51:5 80:10,19	7:16 8:17 53:16	8:7 30:8 44:5
151:4	81:11 102:25	109:13 133:25	55:22 61:9 64:12
law 32:24 48:12	103:7 129:17	135:10,15 136:6	64:17,20 70:6
114:5,17	listed 81:5 99:17	136:8 139:3,4	71:2,3,17 142:19
lawsuit 18:16 20:9	99:21 101:21	145:24	lost 23:6,11 30:3
23:2 25:25 116:5	106:13	longer 96:17	30:15,22 66:6
117:5 118:1	litany 65:22 87:20	look 8:4,17,19	91:17 130:19
126:9 146:1	101:16	9:13 10:16 11:12	132:7,11,22,24
LBS 55:14	litigation 15:24	17:25 18:3 19:5	146:24
left 99:24 100:9	16:2 32:13	19:10,11 20:14	lot 54:8 58:7,22
left-hand 100:8	little 10:23 63:24	20:21 25:15 29:3	123:24
legal 1:18 2:9 7:9	67:11,13 72:24	29:6,7,23 38:3	
9:2 40:10,11	120:5,9	40:14 44:17	M
67:17,21,24	live 16:19 58:9	47:22 49:21,24	mail 44:16,22
100:2 103:13	loan 5:25 6:16	49:24 53:4 54:9	141:9
114:9,20 115:15	7:19 8:5,7 9:1	54:12 55:19 68:8	mailed 44:15 60:14
115:20 116:17	11:14,20 12:1,14	74:22 82:5 85:12	60:14,15
117:14 118:14,20	13:8 15:19 18:25	86:19 90:16	main 137:22
122:23 124:13	24:8,11,21 25:4	97:21 99:24	maintain 124:6
140:7,16 151:11	33:21 52:24	103:13 105:5,14	maintaining 46:15
151:19	53:15,23 54:13	112:23 122:12	56:12 61:11
legally 69:18	54:24 55:5 56:23	123:12 133:22	maintains 56:15
lenders 142:7	57:11 60:20	134:13 140:6	making 61:7 67:4
letter 20:16,18,19	64:21,22 67:23	142:12,13,15,21	89:24
20:20,21 21:11	73:11 75:15	143:10,16	manage 14:11 61:10
23:10,13,16,20	81:12,23 83:8,22	looked 7:24 8:6,8	management 7:1
23:24 24:6 30:15	84:1,4,7,11,14	8:9,12,12 9:9,20	27:7 46:16
44:3,11,12,23	84:18 85:1,11,25	18:5 19:12,12	144:14
45:3,9,14,18,19	86:3,7,10,14	32:11,15 36:1	manager 5:15,23
45:20 46:2,22	95:17 96:8,10	37:19 44:4 47:19	6:14 41:12 72:7
47:1,3 70:10	107:4 116:7,14	48:4 49:20 50:5	74:5
71:6,16 72:25	116:18,21 117:2	51:10 55:6,12,21	manages 72:9
73:7,13 74:25	117:4,5,25 118:4	55:22,22,23,24	managing 13:18,19
75:4 90:1,16	121:19 123:17	60:22 65:19	13:21,23,25 14:2
91:22 92:10	126:8 128:15,23	66:10 68:17,18	14:3,4,7,8 71:1
107:21 110:5,13	129:22 133:18	69:7 71:18 74:24	manual 46:8,19
132:11,17 133:16	143:21,23,23	80:23 81:1 85:24	120:20
134:14,15,18	144:17,19,20,22	86:2,9 87:20,21	March 5:19,21 6:1
136:9 151:15	loans 24:16 25:2,5	87:22,25 94:5,21	37:7 67:7 81:8
letters 46:8,20	81:15 82:2 83:11	95:19 96:11	82:14 93:19 94:3
134:6	87:3 116:19	103:3,7 109:15	94:7 97:15 135:6
let's 97:13	124:15 129:17	111:12 113:20	135:11 136:7
liabilities 9:20	145:15,19	117:22 120:25	143:25 144:25
liability 9:7 37:8	locate 22:13,22	127:13 130:9	Marcos 1:14 3:2
40:13 93:18	73:19 74:14 93:1	132:10 133:16	4:10,16 150:3,24
135:5	93:1 146:16,20	134:15,16 140:1	151:2,23
liaison 7:5	located 14:24 21:9	143:13	marked 27:17 36:4
lied 95:2	74:15 75:5 92:11	looking 8:21 26:14	48:9 98:5 108:23
lien 126:21	132:25 151:11	27:10 28:3,7	137:18
limited 9:7 37:8	location 75:6,8	29:8 38:17 51:16	market 24:17 65:14
40:13 84:10 91:6	88:11,12,17 89:8	67:1 77:11 95:13	marketing 85:5,7
93:18 116:18	89:19,22 90:7	96:9 128:22	marking 25:11
135:5	100:2	142:20	Marshall 99:21
line 65:20 87:18	locations 143:2	looks 20:21 29:14	MASINV1 143:10

mass 143:11	107:17,21 108:6	87:12,21 93:7,14	negative 64:10
match 133:13	109:10,15 122:3	95:1,4,17,21	negatives 30:20
matter 70:5 143:3	142:7	96:10 97:8,10	neither 107:20
143:4 151:8	met 41:9	98:9,15 101:4,19	112:10
mean 9:18 11:19	MIAMI-DADE 1:1	101:22 103:15,25	network 33:2
12:23 13:19,21	148:2 149:3	104:3,8 107:17	never 28:17 43:21
13:23 14:1,2	middle 120:4	108:6,18,22	52:11 64:7 65:10
15:23 19:24 22:5	milestones 19:24	114:12 116:14	79:23 99:14
22:11 26:4 31:1	109:18 130:3	117:2,5 120:1,12	132:1 145:9
34:18 35:5 37:6	million 83:12	120:18,19,24	New 114:5,17
38:5,11 42:20	84:16	122:3 123:7	night 8:23 19:13
49:19 55:9 59:16	mind 8:15	124:2 126:21	134:17
62:25 64:15	mine 19:20	129:22 131:8,12	nods 37:12 64:16
66:22 73:14 75:9	Minnesota 99:25	131:12 133:11	80:3 96:25
76:19 79:13 83:2	100:4,5,13	136:12 140:7,12	nominee 98:16
83:16 85:16,20	Mischaracterizing	140:17,18,20,23	101:5,12,20
87:6 90:23 91:8	124:11	141:12,21,24	103:21 104:16,20
97:11 102:2,11	missing 146:15	mortgagee 87:11,13	105:18
102:14 103:19	mitigation 5:24	101:22 142:5	normal 24:2 37:21
108:3 118:23	7:2,5 8:7 44:5	mortgages 69:24	North 2:9
119:5,25 124:13	55:22 61:9 64:12	125:2	notary 1:24 4:2
125:24 127:18	64:17,20 70:7	motion 3:12 12:20	42:12,14,17 43:2
131:10 138:14	71:2,4,17	36:6,12,20,23	100:4 138:20
139:3	MN 100:9	37:10 39:20,24	139:5 148:15
means 149:15	modification 54:2	40:2	149:21
medications 5:10	64:22 65:5 71:9	MSP 27:6	note 8:9 11:24
Melody 50:18 51:14	modifications 5:25		12:5,8 17:19,25
52:6,13 75:24	Monday 1:17 151:7	N	18:11,15,21 20:8
76:13 77:12,25	151:11	name 4:15 8:25	20:12 21:25 23:2
78:20 79:1,4,8	monetary 83:5,12	16:14,24 21:1,16	23:6,11 25:7,20
79:20 131:15,23	money 24:10 57:15	22:17,18,19,19	25:24 26:2,3,6
member 14:18	59:5,20 60:3	31:9,16,23 32:5	26:11,17,19 27:3
106:14 144:13	month 6:11 8:19	38:9 48:21 49:16	27:4,12 28:9,11
memorialization	18:6,24 25:16	49:17,18 50:12	28:18,20,22 29:4
66:2	28:3 32:11 65:7	50:22,23,25	29:13 30:3,7,9
memorialize 23:25	92:22 121:24	56:22 58:19	30:15,18,22
144:12	129:15 134:16	60:19 70:21	32:14 33:8,10
memorializes 19:24	monthly 54:17,18	72:20 80:10	34:3,6,10 35:1,4
20:16 30:16 73:2	months 49:23 51:12	84:24 85:2,8	35:7,9 37:5
102:2,13 104:23	53:25 74:16	99:9,19 151:15	43:18 44:10,14
memorializing	103:8	named 8:24 36:17	44:17 47:7,14,17
102:19	mortgage 8:9 12:7	names 9:4 50:7,14	47:19 48:2,11,14
memory 8:22 44:18	12:9,13,14 17:19	56:24 101:16	50:2 51:16 66:5
46:23 92:8	18:4,7,11 25:7	102:24	66:25 67:3,4,10
123:13	27:3,12,13 29:9	NATHANIEL 2:5	67:17,21,24
mention 8:14	29:11 30:7,9	151:2	68:11 69:4 71:19
mentioned 44:11	32:14 33:8,11	National 12:12	73:17 74:15
106:23	34:3,10 35:4,8	21:7 22:16 36:16	75:21,23 76:2
mere 128:23	35:10 36:15,15	105:24 119:20	77:13,19,22 78:2
MERS 19:9,10,14,17	37:5,11,13 38:3	142:25 145:13	78:10,13,21 79:4
19:22 20:2,3,6	40:1 42:8,19	nearest 151:12	79:15,20 80:19
68:14 98:9,11,20	43:5,18 44:10	necessarily 66:8,8	80:24 87:14,22
101:12 103:21	48:11 67:18,21	necessary 65:24	89:6,9,12,13,18
104:11,16,20,22	67:25 68:10 69:4	151:9	89:19 90:7,22,23
105:1,4,9,10,13	71:19 75:21	need 5:4 16:1	91:17 92:12,14
105:14,18,25	83:10 84:3 85:11	22:19 32:3 73:17	92:20 93:1,2,7
106:8,9,13,14,18	85:25 86:3,10,14	145:3	93:14 94:25 95:4

95:20 97:8	115:7,14 116:16	19:5,14 20:1,18	77:15 80:2,14
102:12 103:16	117:13 118:13	20:25 21:20 22:5	81:7 82:22 84:17
104:9,12,21	119:14 121:4	23:1,5 25:11	85:18 87:8,13
105:11,17,21	122:22 124:8	27:9,17,17,24	93:17 95:6 97:14
107:17 108:5,18	125:21 130:21	29:6 30:19 31:23	100:17 102:15
110:15,18,20	131:17 132:13	32:23 36:1 37:15	106:10,14 111:20
111:23 112:4,8	133:4 135:21	37:17 38:9,15,19	113:6 125:11
112:11 113:1,11	138:7,24 139:14	39:4,6,14 40:14	128:16,23 129:19
116:4 120:1,12	140:25 141:14	40:19 42:16 43:1	129:23 135:5
120:18,19,24,25	142:16	48:1,14,19,23	138:22 142:24
121:1,3,11,12,22	objection 31:18	49:16 50:6,24	143:25 145:1,9
123:14,20 124:1	32:1 47:23 53:11	51:6 61:20 65:4	145:11
124:2 130:18	86:11 103:5	65:17 67:20 69:6	OneWest's 21:20
131:9,12,12,14	104:13 115:20	69:23 74:15	82:14
131:22 132:1,7	121:14	77:18 80:17 84:6	opinion 119:2
132:22 133:3,8	obtain 35:3,14	86:14 87:8 88:17	opportunity 43:17
140:16,19,23	65:15	89:12 91:10,17	optional 118:12
141:21 142:19,20	obtained 35:9,23	93:12 94:4,8	125:8 127:4
144:9,10 146:5,8	94:14	95:17 97:16	order 22:1,2,3
146:24	obviously 83:10	100:7 101:11,18	120:21 124:6
notes 50:22 51:1	92:9 124:22	104:2,7,11	ordered 55:7
51:22 55:21,23	occur 59:3 102:5	105:10,15 107:6	ordinary 146:18
55:23 64:25 65:2	127:22	107:16 109:19	organization 43:21
65:20 66:4,8,13	occurred 20:11	114:23 115:3,18	46:14 74:6
66:16,22 69:24	23:9 30:8 93:17	115:24 116:4	145:23
76:21 79:24 80:8	95:8,15 121:24	118:17 119:25	original 8:9,9 9:5
94:6 105:2	occurrence 146:17	120:8,11,14	17:18,25 18:1,1
113:15 149:7	occurs 45:21 57:19	121:18 123:6	18:3,7,11 20:17
notice 3:9,13 11:9	123:5	126:14 129:12,21	21:19,25 23:6
33:6 43:7 48:10	October 110:7	131:2 132:16	24:1 26:11,13
53:1 73:8 75:21	132:18	133:19 134:13	27:12 28:11,18
128:6 134:11	offer 65:8,10	136:2 137:2	30:14,18 32:14
141:20 151:7	128:18 129:20	139:22,25 140:22	34:10 35:7,9
notices 44:15,21	office 16:21 41:18	141:4,23,25	48:11 73:1,3,8
November 1:17 78:2	41:19 45:21,22	142:3,9	75:10,21 76:2
116:8 118:4	45:24 57:17 58:3	Olas 2:3,3 151:3,4	107:22 119:19,25
122:4 136:14,17	58:8 75:10,11	once 22:10	120:19 121:1
137:13,14 139:10	82:6 94:17	ones 79:9	124:1,2,2 130:18
151:8	100:12 150:20	OneWest 5:17,18,20	132:1,3 140:19
number 3:8 15:15	151:11	6:21 7:19 8:5,25	141:12,21 150:19
81:14 130:13	officer 13:16	9:6 10:4,7 11:5	originals 17:21
numbered 28:6	42:10 76:22	11:6,14 14:3,11	18:9,9 20:23
110:14 116:13	138:18 139:3	16:3 21:17,21	22:14 30:16
numbers 55:18	officers 48:22	22:24 27:1 33:2	35:21 74:14
numeral 120:5,9	49:5 50:15 80:11	33:20,24 37:8	89:22 105:25
numerous 87:24	official 148:9	38:25 39:2,5,7,9	originate 83:10
	officially 5:19	39:15 40:8,12	originated 38:8
	139:13	41:14,15 42:7,18	81:6 96:8 116:8
	off-the-record	43:4 49:11,15	118:4
	68:6	52:17 53:14,19	origination 18:24
oath 96:23	Oh 42:16 141:16	54:23 55:10 56:7	24:23 28:15
object 11:22 18:17	okay 5:13 6:1 8:3	56:19 57:14 61:4	29:17 95:9
23:14 24:12	10:3,11,16 11:1	61:18,22,23 62:2	116:18 119:18
28:24 30:23	11:4,12 12:11	63:7,16 67:4,7	121:24 125:13
31:11 33:12 39:8	14:6,10 15:18	67:15,22 68:24	originator 120:17
46:9 86:5 87:2	16:2,5,13 17:8	69:14 70:1 72:22	120:23 121:6,18
91:10 105:19	17:23 18:3,23	74:10 75:17 76:4	OTS 6:12 101:1
110:22 111:4			
112:14 114:6,19			

102:16
outreach 5:15 6:22
outside 21:20 22:6
 22:7 55:2 80:21
 81:4 84:8 92:18
 94:1 95:16 102:8
 104:25 108:8
overlapping 56:1
 60:25
overlaps 55:10
owing 138:3,13
owned 12:1 19:2
 95:6
owner 11:19 97:20
 102:23 127:20
ownership 97:12,17
owns 12:4,7

P

packet 25:18
page 3:2,8 17:8
 27:9,10 28:5
 30:1 36:5,12,13
 48:14 50:17
 112:2,3,22,23
 114:23 116:11,13
 116:14 117:10
 118:8 120:4,4
 121:10,10 122:12
 125:15 127:9
 130:12,15,16,19
 130:25 133:1
 141:4,5,6,7,8,24
 141:24 150:4
pages 25:18 27:19
 110:2,12,14
 116:12 149:6
paid 24:25 38:19
 40:22,24 41:4,5
 41:6 60:12,12
 84:14 105:7
 120:21
Palm 2:10
paragraph 27:10,11
 30:6 31:10,17
 32:6 33:6 36:13
 38:15 39:19,24
 41:2 98:15
 101:19 103:20
 119:1 120:6
 122:12,13,14
 133:2,10 141:25
 142:4
park 54:19
part 9:18 12:10
 24:4,17 25:9
 37:21 51:17

63:22 72:9 83:2
 84:11,11 93:8
 109:4 111:17,18
 113:4,11 129:16
 130:8 137:22
 140:17
partial 111:2
particular 17:5
 22:19 24:7,16
 25:2 26:7 34:5
 49:22 50:1,3
 56:24 72:14
 74:13 81:16 85:2
 89:3 112:9
 116:20 119:11
 124:18 129:15
 137:20 144:17
 145:8
particulars 42:22
parties 69:5 141:9
 149:11 150:20
party 12:21 36:6
 40:3 88:25
 149:12
pass 12:14
password 19:20
 143:15
pause 64:2
pay 8:8 24:10
 28:16 60:10,14
paying 63:21
payment 34:11 35:1
 44:2 53:22 54:17
 54:18 55:5 56:12
 56:16 57:14,23
 58:5,6 60:1,20
 62:24 70:10
 71:15
payments 54:24
 55:2 56:18 66:21
penalties 150:21
pendency 145:25
 147:1
people 50:7 84:17
 102:25
performance 33:5
performed 88:21
 89:2 90:10
period 25:20 28:9
 110:16 112:5
perjury 150:21
permitted 101:12
person 15:21 17:9
 17:13 22:17
 33:24 41:6 43:9
 46:1 47:7,11
 53:8,12,13,19

60:19 67:15
 69:14,18 71:16
 72:2,22 73:25
 74:10 75:17 76:8
 76:14 77:15
 80:14 82:22 83:3
 85:18 87:8 88:6
 88:21 89:2 90:13
 91:14 92:5,11
 93:3 95:25 97:4
 107:8,24 109:22
 120:17,24 128:7
 129:1 143:17
personal 72:19
 107:16 117:19
personally 15:20
 22:20 35:19 41:7
 41:10 48:16,19
 49:8 50:24 71:14
 71:22 72:21 76:9
 88:24 92:13 99:6
 99:12 148:6
persons 67:16,20
 69:3 89:5 140:15
pertaining 32:13
 52:1 70:25 74:22
 78:6
phone 15:15 17:1
phonetic 99:5
physical 35:16
 60:13 75:8
 107:17
physically 76:2
 79:15,20
piece 72:9 124:18
pieces 28:2
place 69:24 89:8
 149:9
placed 64:24 116:9
plaintiff 1:5 2:2
 12:19,21,22
 18:10,13,15 20:8
 23:1,5 24:8,10
 25:4,7 30:2,6,8
 33:9,18 35:3,5
 35:17 36:7,14,19
 39:20,24 40:3
 80:20 83:7 87:5
 96:6 137:22
Plaintiffs 25:9
plaintiff's 17:10
 17:14,16 33:7,10
 34:2 84:1 85:25
 86:3,6,10,25
 87:3 114:4
play 55:2
please 4:15 140:15

150:19 151:7,10
plus 83:11
Pobanz 41:20 42:4
point 4:20 32:17
 34:8 39:25 53:25
 65:7,23 67:22
 68:2 106:6,12
 108:6 125:14
 128:1 132:24
 136:11 137:15
policies 59:4,7,10
 59:13,22 62:16
 62:19 64:3,7
 70:24 79:24
 138:12,21,25
policy 46:7,13,19
 58:16 76:4,21
 139:8
pool 18:25 24:16
 25:2,5,10 81:16
 83:11 84:11,16
 116:9,19,22
 121:25 144:17
pooled 18:25
pooling 12:15
 38:13 82:17
 95:10,12,18 96:9
 108:10 113:19,20
 113:24 114:1
 118:22 119:9
 122:10 123:14
 124:5 126:22
 127:4,10 129:13
 129:21
populating 144:21
position 31:2
 41:11 114:4
positive 104:5
possession 20:12
 30:6,8,18 31:5
 32:14,21 34:9
 35:14,16,17,21
 75:1 89:11 92:6
 119:22 146:4,8
 146:11
possible 108:16
 116:21
possibly 62:6
post 59:5 70:10
posted 58:14 60:5
potential 65:1,13
power 49:4 50:15
 101:8,16
practicable 122:14
 122:15
precedent 43:10,13
 43:25 73:12

precisely 109:12	144:11	prosecute 123:23	<hr/> Q <hr/>
prefaced 91:8	probably 7:15 18:5	prosecuted 125:11	qualify 54:4
preliminary 4:24	59:11,18 85:4	protected 143:15	quality 46:16
preparation 45:10	89:23 144:1	provide 73:19	62:23 63:6,11
85:17 140:3	problem 97:3,3	138:18	queried 89:6
prepare 88:1	problems 138:5,8	provided 42:14	question 5:2,7
preparing 42:8,19	procedure 23:24	111:18 119:23	11:5,23 13:22,22
43:4 45:2,12,18	42:18 46:19	provides 49:1	15:23 18:18
46:1,8 138:13	47:16 60:17	proving 131:11	22:21 23:15
presence 52:12	76:18	provision 127:21	24:13 26:20
present 76:3	procedures 42:7,9	provisions 128:2	28:25 30:24 31:2
presentations 7:10	43:1,4 46:7,13	PSA 7:25 8:4 9:3,7	31:12,20 33:13
presented 130:23	59:4,22 61:2,15	14:13 19:7,8,14	34:4,23 39:9,22
president 5:14,22	61:20 62:16,19	34:24 36:3 68:14	46:10 47:14 50:2
6:21 15:4,7 51:4	62:23 64:4,8	81:1,11,14,25	51:6 52:19 53:5
51:8,14 70:21	69:23 70:15,24	82:5,11 83:21	61:5 73:16,16
106:7,9,10 137:8	71:10,25 72:3	84:3,9 85:11	79:10 83:24
presidents 101:4	75:14 79:24	86:14 87:23	84:19 86:6 87:24
pressure 58:22	138:12	97:23 108:12	93:5,10 96:2
pretty 7:4,18 8:10	proceed 43:21	117:22 119:16	99:14 104:14,25
34:4 43:20 56:4	proceedings 3:1	122:7 123:14	105:8,20 111:5
58:1 59:3,4 60:3	64:2	125:8	112:15 114:7,12
66:2 69:21 70:13	process 23:24 27:7	public 1:24 4:2	114:20 115:8,15
71:8 96:2 98:2	37:21 47:15 60:6	10:14,16 40:18	116:17 117:14
142:23	65:21 73:23 74:8	81:5 97:24	118:14 119:15
prevention 6:24	81:23 82:15	102:14 139:5	121:5 122:23
previous 6:1	139:6 142:20	149:21	124:9 125:22
previously 35:21	processed 64:23,24	publicly 93:22	130:22 131:5,18
40:2,16 51:5	processes 63:6,11	94:20 128:11,22	132:14 133:5
70:20 80:9 82:15	processing 63:3	public's 100:4	135:18 136:7
88:9 92:25 95:7	73:11	Public-State	138:8,25 139:15
103:4 105:23	produce 119:21	148:15	141:1 142:17
107:4 111:12	produced 29:1,21	pull 19:17 56:10	143:14 145:18
112:15 119:23	65:18 71:21	81:14 111:24,25	146:23
123:4 128:16	110:4,6 112:19	pulled 111:3,23	questioning 87:19
139:5	production 5:25	144:17	questions 32:12
pre-acceleration	27:22 29:20	purchase 10:12	54:10 82:25 83:6
55:1	110:1 111:19	83:22 84:1,6	91:5 110:23
primarily 16:18	113:5	93:9 107:4 108:9	quick 142:9
85:9	professionally	purchased 10:8	quickly 4:25
primary 6:22 81:2	48:20 49:8 50:25	25:6 35:15 81:7	quite 17:18 62:6
principal 54:20	99:12	purported 124:1	82:24 104:22
print 110:2	project 7:8	purportedly 141:11	quote 133:2
prior 5:23 6:6 7:1	projects 7:4	purporting 103:15	<hr/> R <hr/>
20:8 31:4 32:21	promise 28:16	104:3	R 1:23 4:1 148:14
35:17 40:22	promissory 47:17	purpose 84:9 115:3	149:1,4,21
55:11 67:8 74:16	48:2 50:25 67:17	purposes 10:22	151:19
93:1 94:11 115:8	67:24 75:22	59:17	range 54:1
116:5 118:1	77:19 80:19,24	pursuant 126:22	rare 59:3
119:7 122:18	91:17 93:7,14	pursued 114:14	rate 25:19 26:9
125:16 126:17	105:1,11 130:18	put 24:16 88:23	28:9 29:10 54:22
127:11 129:12	140:16	131:7	110:15 112:4
145:21	promptly 122:13,15	puts 21:24	rates 26:8
privileged 92:24	property 28:15	P.A 2:9	Raymond 42:1,4
privileges 9:5	45:16 63:21	p.m 1:17,17 96:19	reach 43:23
100:25 136:5	65:13,14 68:3	96:21 147:8	read 17:6 42:22
privy 38:23 83:13	96:7 104:5	151:11	

46:19 62:16,19	151:25	regional 5:14	31:21 65:10
114:1 118:9	records 7:24 8:3	register 109:14	79:22 85:20
119:1 122:14,16	8:14 19:17,22	Registration 98:15	110:1 111:19
122:18 131:4	20:2,6 32:16	101:4,19,23	responses 22:12
134:9 141:25	44:1,10,25 55:12	Related 138:10	130:10
143:17 150:21	55:13 56:11,13	relative 149:11	responsibility
151:13	56:16,19 57:14	release 126:20,21	63:25
reading 41:1 142:2	57:23 58:6 60:23	126:21,22	responsible 5:24
151:14	64:11,12,13,13	released 50:14	6:23 22:12 33:3
reads 27:12	65:18 67:2 72:20	remain 63:14	33:4 45:2,18,19
real 60:6	80:23 82:12	101:12	46:15,17 57:7
really 20:21 23:8	87:22 97:25	remained 97:19	61:11 72:6 76:24
26:20 31:1 38:23	109:10 142:13,15	remember 5:6 16:23	restate 32:9
38:23 58:2,7	recourse 120:22	24:24 36:10	result 134:11
61:5 65:6 95:3	redundant 87:18	46:24 47:21 49:3	retained 49:14
96:5 104:22	refer 12:22 70:8	54:14,20 65:7	61:25
reason 32:3 34:5,5	79:4 124:25	134:4,17,19	retention 65:2
37:19 67:12	125:1 140:12,18	REMIC 127:14	70:7 71:3
101:18 112:15	reference 28:5	repeat 39:22	return 151:15
130:4,4 131:11	49:22 70:19	rephrase 5:4	returned 58:15
144:12 146:13	referenced 18:25	report 42:5 149:6	returning 59:21
150:4	29:15 66:11,15	Reported 1:23	review 7:23 23:8
reasonable 123:1	69:5 80:9 81:2	reporter 4:5 5:1	30:17 45:15 55:8
reboarding 145:4	84:14 136:12	149:15	65:3 72:16,19,21
recall 8:16 19:16	142:7 151:8	represent 31:6	84:9,12 92:8,22
21:1,16,19,23	references 9:3	32:20 39:14	102:7 108:16
46:23 49:18 50:9	80:11	108:15 138:2	118:24 119:6,7
50:13 54:12	referencing 9:11	representation	120:6 126:17
58:19 80:9 81:18	38:6 65:3 115:1	30:14 31:3 32:17	127:11
82:19 117:21	referrals 70:20	146:20	reviewed 44:1
132:19 133:20	71:1	represents 32:16	71:14,16 81:11
receipt 20:24	referred 69:25	reproduction	82:6 84:9 87:19
21:12 40:23	78:12 128:10	149:14	87:22 113:11
85:24	referring 10:23	repurchased 126:9	120:8 125:16
receipts 83:25,25	11:2,7 12:12	request 21:24	reviewing 44:9
receive 16:25	38:10 40:4 69:24	22:10 27:22	99:2
139:25	78:25 125:2	29:19 73:1 88:24	rider 26:9 29:8,10
received 44:3	refers 38:4,16	110:1 126:20,22	29:13
58:13 108:21	106:22 116:15	requested 21:3	right 7:6 8:15
109:1,3,15 130:9	reflect 146:21	required 7:5 34:24	10:4,25 11:3,7
receives 73:1	reflected 20:2	65:9,22 123:22	11:15 12:5,19,23
recess 96:20	58:6 59:1 60:2	123:22 125:19	16:16 18:12
reckon 23:10	143:20	134:5	19:16,23 23:2,13
reclassified	refresh 44:17	requires 44:14	23:20 25:20,25
144:18	123:13	resolution 6:16	27:22 28:9,18
recognize 48:21	refreshed 8:22	34:11 65:1 66:17	29:3,4,9 30:3,4
60:11	regarding 15:19	resolve 34:8 43:23	30:9 31:17 33:10
recollection	36:17 46:20	44:7 134:8	34:2,16 35:3,6
133:15	62:19 64:25	resolved 70:7	36:21,24 37:2,11
record 10:6 23:4,8	65:20 76:25 77:8	resource 22:20	37:13,23 38:1
32:3 34:21 40:12	83:22 86:9,17,24	respect 54:6 57:15	39:1,7,17,21
55:7,14 56:6	106:18 116:1	59:5 73:16	40:1,5 46:3 47:1
60:4 67:6 68:4	117:20 120:11,13	104:24 119:16	47:9 48:1 51:18
83:6 94:6 96:19	134:4	Respectfully 87:17	55:17 57:21
96:21 102:12	regards 9:8 14:3	respects 14:2	58:19 61:14,15
108:16 111:12	70:24 86:20	response 3:11 5:7	61:18 62:24
124:3 144:6	90:16 132:6	27:22 29:19	63:16 64:5,9

65:5 67:22 71:7 75:23 76:1,7,19 78:7 79:10 81:23 81:25 82:3 83:15 84:4 87:5,6,11 89:1 90:1,7 91:20,22 93:23 94:12,15 95:12 96:24 97:21 98:12,14,20,21 98:23 99:25 100:10,20 101:5 102:5 103:24,25 104:3 106:19,21 107:18 110:6,16 111:16,20 112:5 112:7,20,23 113:6 114:24 117:18,20 119:4 120:12 121:13 122:8 126:1 127:20 130:11 131:14,15,24 132:2,8,11 133:21 135:9,23 136:19 137:3,13 137:16,23 141:5 142:4 144:21 146:9,23 rights 9:5 33:7 93:8,8,15 95:14 100:25 104:4 136:5 Road 2:9 role 71:3 119:16 Roman 120:5,9 room 68:5 roughly 25:16 32:11 84:15 Royal 2:10 RPR 1:23 4:1 148:14 149:4,21 151:19 run 4:24 R-E-M-I-C 127:15	saw 44:23 49:16,23 50:11 65:6,12 72:6 109:15 131:14,22 saying 59:2 says 16:16 27:16 30:6 36:14 39:6 39:9,20 40:11,21 98:15 100:7 101:3 103:16,21 104:8,10 106:21 109:1 117:18 119:2 120:19 121:16 140:18 141:7,16,17,18 scanned 113:9,14 scanned-in 82:8 schedule 81:13,17 84:4,8 85:12 86:14 95:16,17 96:10 97:24 129:16,22 scope 63:25 84:10 88:22 91:6 screen 143:10,11 143:12,20,22 144:3,8,10 145:7 screens 55:16,19 143:12 144:1 se 80:13 seal 148:9 search 22:10 66:4 88:18,21 89:2,6 89:12,17 90:6,9 90:10,12 searching 90:13 second 10:3 16:23 36:12 122:12 130:14,25 141:6 141:7 secondary 24:17 85:4,7 Secretary 15:11 section 118:9,12 118:18,21 119:10 119:11,13 120:8 124:4 125:7,16 125:20 126:4,10 126:17 127:3,10 127:17 secured 103:17 104:9 securitization 81:23 84:18,25 securitized 145:19 security 58:2 142:5	see 26:3,7,17 37:17 38:16 44:4 44:18 65:4 71:17 78:12,25 101:6 101:10 110:18,20 140:7 seeing 23:20 50:25 73:7,7 seen 10:2,11 11:10 14:10 18:1,2,7,8 18:9 25:12 26:15 27:24 28:2,17 36:9,11 37:15 44:11 48:21 50:21 51:3,22 59:7,22 64:3,7 72:15,18 76:7,13 77:12 78:16 83:15,16,25 84:2 84:3 98:5,25 99:1,8 101:11,14 101:14 102:21,24 105:15,16 113:23 122:19 126:3,20 126:24 127:1 130:7 132:1,3 136:22,24,25 137:1,18 139:23 139:24 selected 109:25 118:8 127:9 selection 112:2 selections 113:18 122:11 semicolon 103:16 send 59:6 sending 45:19,20 sense 93:5,10 sent 24:2 44:4 45:14,15 46:22 65:9 71:7 83:7 136:9,10,10 sentence 27:11 Senterfitt 2:2 151:3 separate 10:7 29:10 123:21 136:13 September 36:24 40:6 98:22 100:22 101:25 102:6,10,11,12 102:13 106:22 107:1 108:7 109:11 123:10 140:13,13,19 series 12:15	serve 145:15,19 serves 145:9 service 55:8 56:9 61:9 64:18 94:8 serviced 95:4 123:17 128:16,16 servicer 7:19 8:5 9:1,4,5 11:14 18:14 53:15 94:23 124:17 servicers 105:4 Services 136:12 servicing 6:25 12:15 14:4,9 33:21 34:25 38:13 55:21 60:23 64:12 67:7 67:22 69:22 73:11 78:16 81:16 82:17 85:9 86:21,23 87:14 87:22 93:8,8,14 94:2,3,6 95:10 95:12,18 96:10 97:11,13,14,16 107:20 108:10,19 113:19,20,24 114:2 118:22 119:9 122:11 123:14 124:5,15 124:16 126:23 127:4,10,21 128:23 129:14,18 129:21,23 136:13 143:24 145:1 set 149:9,10,16 sets 16:11 seventh 121:10 shakes 64:10 Shameena 16:14 shareholder 13:5 sheet 20:22 150:1 150:19 short 54:3 64:23 65:5,12,13 shorten 10:22 shorthand 149:7 show 133:7 showed 47:24 showing 97:7 120:16,22 shows 58:10 side 28:4 61:9 85:9 100:8,9 sign 26:17 42:21 47:1 48:22 50:5 50:7,15 51:4,8
S			
safe 75:12,12 89:23 sale 35:11,25 54:3 64:23 65:5,12,13 81:14 83:2,13 85:25 86:3,6,6 86:10,25 87:3 129:15 136:6 sales 9:21 93:9 SAMANTHA 2:5			

51:14 72:20 76:5	76:9,17 77:1,6	135:23 136:16	74:9 83:4 85:23
76:8,13,19 77:22	78:11,14,19,24	140:13,14 141:5	88:10 92:24
80:11 101:8,8,17	79:2 80:16 81:4	sort 26:9 75:12	139:2
102:25 106:13	81:10,20,24 82:1	sounds 32:4 99:19	specified 133:16
151:9,13,14	82:4,21 83:23	source 58:15 91:24	133:17,17 134:11
signature 20:23	84:15 85:14 86:1	speak 9:22 32:22	spent 90:13
21:15 26:4,15	86:4,16,18 88:5	34:15,18 45:8	spoke 30:1 64:11
72:7 77:13 82:19	88:8,19 89:7	61:23 68:21,22	108:2
100:8 101:2	90:4,8,18,20	69:10 71:24	spoken 13:7 24:5
112:10 120:20	91:21,25 92:4,16	74:20 76:25 77:7	59:9,24 76:10,16
151:9,14,21	92:18 94:13,22	78:23 81:19	Spotts 50:18 51:14
signatures 9:21	94:24 95:16,22	82:20 84:6 85:15	52:6,13 75:24
77:13	95:24 96:13,15	86:17 88:3 90:19	76:13 78:20 79:1
signed 21:16 26:5	97:6 98:4,24	91:2 92:17,19	79:4,9,20 131:15
29:15 38:12	99:23 102:20	95:23 96:14 98:3	131:23
52:12 76:2 78:10	103:12 106:20	102:18 105:8	Spotts's 77:12
78:13,18,20 79:1	107:7,19 108:1,8	106:18 128:19	stamps 52:10
79:4,15,17,20	108:15 109:21,24	special 7:4,7	stand 131:8
82:18 99:25	110:17 112:6,13	37:19	standard 139:5
100:1,3 101:3	112:21 113:10,13	specialist 16:14	standards 59:16
113:23 121:12	113:16,25 114:21	22:12,15 41:23	standing 17:10,14
131:8,13,15	115:22 117:3,6,9	42:2 66:7 72:12	17:16,22 107:7
150:19	118:3,7,10,15,19	74:4	standpoint 67:7
signing 76:6,11,16	119:6 121:20	specialists 56:20	start 97:13
151:14	122:4,9 125:3,18	56:23 63:3 72:10	started 5:19 8:19
similar 36:11	126:7,11,13	138:16	8:21 28:2 54:21
63:14 70:1	127:2,5,8,16	specialize 57:7	83:19 114:13
101:15 116:23	128:5,9,20	specific 10:13	133:24
135:18 137:1	131:16 132:3,23	21:1,10 22:18	starting 112:22
simple 142:23	134:12 137:24	36:10 42:9 49:18	start-up 117:11,20
simply 17:18 66:24	140:21 141:22	49:22 54:9 66:6	118:1
95:4 101:22	146:2	75:6 80:5,8,12	state 1:24 2:9 4:2
single 8:16 31:10	sit 31:9,16 32:6	84:12 88:13 93:6	4:15 14:20 17:21
31:17,23 32:7	48:1 90:5	93:13 98:11	32:8 100:5,9
46:15 58:1 60:19	situation 61:7	116:10 117:21	148:1 149:2,4,21
72:2 143:17	96:5 106:11	125:18 128:2,13	stated 112:15
sir 11:16,18 13:1	136:3 146:24	128:13 132:19	statement 30:11,21
13:4,6,17 14:17	six 133:1	133:24 138:10	62:3
14:19 15:6,8	skip 132:4	139:12	statements 80:18
20:7 23:3 26:16	smaller 145:22	specifically 8:25	states 39:24
26:18 32:25	sold 24:17 121:25	9:11 24:4,22	140:11
34:14,17 36:18	135:11,16	54:12 57:5,12	stating 134:9
36:22 37:14,24	solely 93:22	67:5,9 68:22	station 55:23
40:6,20,25 41:7	solve 131:5	70:25 72:9 73:14	status 127:15
44:13 45:4,10,13	somebody 21:17	74:18 76:22	stayed 62:7
45:23,25 46:6,21	45:7 66:6 85:4	77:23 79:8 81:13	Stenographically
47:2,10 49:8,12	135:14 142:20	82:16 84:13	1:23
50:19 51:9 52:3	soon 58:5 60:1	87:21 88:3,19	stereotype 149:6
52:15,18 53:10	135:16 143:23	89:20 90:6	step 31:5 32:19
53:21 56:14,17	sorry 18:19 30:20	102:11 111:24	steps 73:12
57:2,9,12,22	33:15 39:22	116:2 117:15,23	step-by-step 74:8
58:17 59:23	41:15 49:19	126:19,24 134:19	sticking 134:21
60:18,21 61:19	77:25 78:1 97:2	135:4,15 138:1	stipulate 40:12
62:18,22 63:8,10	102:17 108:24	138:14 139:20	stipulating 69:6
63:13,19 67:19	110:25 121:7,9	143:22	stop 93:20
69:1,9 70:17	122:16 125:1	specificity 146:14	structure 70:6
72:1 73:22 75:16	126:15 131:19	specifics 50:10	stuff 4:24 7:12

65:22	103:19, 20 104:18	143:6	things 14:1 28:14
subject 8:5 25:25	106:15 108:25	talked 40:2, 16	55:6 62:24 63:23
36:15 43:8 47:6	111:6 121:9	70:20 72:24 96:6	68:13 69:8 70:9
47:7, 12 53:2, 3	122:15 130:14, 25	105:23 108:9	76:19 86:22, 24
77:20 84:7 85:25	131:22 133:9	123:24 128:14	123:25
86:3, 10 87:12	134:20 135:14	talking 18:11	think 10:5, 21 19:9
116:5 117:4, 25	140:6 145:22	90:24 91:7, 11	22:24 40:16
126:8 133:3	146:6	107:10 125:10	41:23 42:2 45:6
150:22	surrounding 42:25	144:20	48:3 49:2 50:1
subsection 120:5, 9	swear 4:5	talks 67:14 120:15	50:12 53:24
120:14	switched 106:24	tax 54:6 57:7 60:1	54:25 65:8 70:20
subsequently 36:14	135:19, 21	63:9, 14, 15, 18	72:24 82:25
37:7 39:21 40:1	switchover 6:7	64:4, 8, 14	83:18 88:2 91:8
81:6 95:5 119:21	9:14, 24 10:3, 5	taxes 57:3, 5, 5, 5	93:22 95:7 96:17
132:12, 25	switchovers 9:9	57:20 60:10	98:21 108:15
substance 150:22	62:1	63:21	119:15 122:25
substitute 12:21	sworn 4:11 148:7	team 7:11 144:14	123:1, 3, 9, 13
116:14, 22, 24	149:5	tecum 17:6	128:14 129:6, 12
117:2, 5	Sylvia 22:20 73:25	tell 5:4, 5, 8 16:7	129:25 131:5, 10
substituted 12:19	88:24 143:6	17:16 26:12 34:2	132:23 133:14
substituting 36:6	system 26:25 27:1	38:4 43:13 53:22	134:1, 15, 18
40:3	27:4, 6, 7 55:7, 12	67:1, 5 69:2, 23	140:1 141:24
successor 39:2, 9	55:14, 15, 17 56:6	75:9 77:11, 18, 21	146:15, 19, 21
39:10, 15, 16 40:8	58:9, 10 60:11	88:17, 20 90:10	third 36:5 117:10
sufficient 69:20	64:11 66:9, 18, 24	90:13 93:12	132:4 141:5, 8
70:4	67:2, 6 71:20	114:24 115:25	thirty 24:23
suggesting 53:12	82:13, 14 86:22	121:2 125:7	151:13
Suite 1:18 2:3, 9	86:23 94:6	127:3, 17 130:17	thought 47:19
151:4	101:23 104:23	140:10 144:10	132:24
sum 38:16	112:1 113:9, 15	145:5	three 26:22 27:9
supervise 45:24	143:24 144:6, 6	temporally 91:9	27:10, 11 30:1
46:5 56:15, 25	144:13, 21, 23	ten 141:24	43:8 74:16 141:4
57:8, 21 70:23	145:2, 6, 6	tenure 138:22	Thrift 94:17
Supervision 94:18	systematically	term 13:20, 24	ties 12:8
supervisor 5:23	43:20	136:8	tight 59:4
6:14, 16 41:12	systems 26:24 82:7	terms 24:15 28:14	tightened 59:18
72:7 137:5	98:16 101:4, 19	32:15 57:18	time 5:3 18:5
support 1:18 30:10		58:12 59:16	20:13 21:21
31:10, 17, 24 32:5	T	63:20, 25 83:4	25:16 29:6 31:12
36:2 151:11, 19	T 149:1, 1	97:11, 11 126:9	35:11 36:19
supporting 128:24	tab 28:4	130:1, 2, 3 139:10	41:25 42:12
129:24	tabbed 27:20 28:4	141:8 142:5, 19	43:16 58:12 60:8
supposed 124:20	take 11:12 22:1	144:7, 7	62:17, 20 65:20
sure 4:16, 25 5:1	25:15 29:6, 23	testified 4:12	66:14, 16 69:25
9:10, 12 12:2	34:12 54:9 94:18	7:13 28:17 30:24	70:4, 5, 16, 19, 23
13:20, 24 15:23	96:16 105:14	33:17 34:15 77:4	71:1, 25 72:3, 17
21:17 22:11 23:8	116:21 120:6	134:1	73:10 77:12 78:4
24:9, 10 34:22	123:12 140:6	testify 15:22 17:1	80:5 89:12, 17
37:6 39:12, 23	151:7	149:5	90:9, 12, 13 93:11
41:24 47:14	taken 4:1 31:6	testifying 16:8	93:21 120:6
48:25 49:12	32:20 63:24	testimony 4:6 23:1	129:6 132:20
51:12 53:16	96:20 113:18	23:12, 20 124:12	134:7 136:19
57:19 62:25	149:9	Texas 16:16 41:16	143:23 144:18, 22
73:14 74:4 79:13	takes 109:13	Thank 147:6, 7	146:16, 16 149:9
79:14 87:23	talk 7:20 34:25	Thankfully 29:24	151:8
88:20 100:18	65:3 74:21 78:9	thing 31:20 42:2	times 4:21, 23 7:13
101:9 102:1	123:18 129:4	107:3	87:24

title 5:13 67:17 67:21,24 69:3 103:24 104:24 130:5 140:7,16	103:15 106:23 107:17 108:3,5 108:14 120:13 122:7,21 123:7 125:5 129:8,9	typo 141:22	value 108:21 109:1 109:3
titled 25:19	transferred 9:6 35:12 56:11 95:20 98:17 101:24 103:22 108:19 119:19	<hr/> U <hr/>	various 7:24 14:1 62:1 129:18 143:1
titles 104:4	transferring 39:7	ultimately 43:17 72:5 138:1	vault 88:12 89:23 147:2
today 5:10 7:20 11:9 13:11 15:22 16:8 17:1,4 31:9 31:16 60:10,15 61:18,24 74:17 90:5 119:3,7 122:18 123:25 125:17 128:25 132:6	transfers 19:25 20:1 97:16,17 108:12 121:22 122:2	um-hmm 5:1 25:21 63:17 103:23 104:1 113:7 146:25	verify 19:5,8,15 20:14 40:14 94:21 95:13,19 97:21 138:17
today's 126:17 127:11	transition 49:14 97:20	unable 92:25 93:1	vice 5:14,22 6:20 15:7 51:4,8,14 70:21 101:3 106:7,9,10 137:8
told 42:21 125:9	Treasurer 15:9	uncommon 44:18 51:21 101:6,10 127:22 146:14	view 58:4
top 25:19 27:10 28:8 36:13 112:23 117:11 122:13	treasury 59:17	underneath 103:13	viewer 57:25
total 90:13	trends 7:9	undersigned 148:5	visible 58:11
tough 84:19	trial 65:23 140:4	understand 5:3 10:24 11:6 12:12 12:20,23 13:20 13:24 17:9 42:21 87:5 96:23 142:17 146:6	voices 5:3
training 7:11	trials 7:15	understanding 17:19 18:23 20:10 22:13 24:14 32:17,19 41:5 58:9 73:5 85:22 88:22 101:7 105:21 116:19 118:24 123:22 134:24	volume 58:8
transaction 9:19 10:10 12:10 24:4 24:15,18 32:10 32:19 35:11 57:11 58:2,10,13 59:1 60:5,8,20 66:24,25 73:2 74:13 78:4 81:7 83:1,2,13,14 84:12 93:9,17 95:8 102:2,14 105:7 109:5,14 116:3 121:23 135:11	true 30:21 44:14 62:4 149:7 150:22	undertaken 127:25	vs 1:7 150:2 151:5
transactional 20:5	truly 151:17	unfair 83:5	<hr/> W <hr/>
transactions 8:6 8:11 38:24 56:23 57:3,13,15,18 60:2 62:17,20 63:4 64:15 66:1 78:3 104:23	trust 12:13,14 21:7 36:16,17 38:7,9 82:3 114:4,18 116:5 118:1 119:20 127:15 142:25 145:13	unfortunately 27:18 28:5 34:7 34:11	waive 151:8,14,21
transcript 149:14 150:1 151:14,25	trustee 12:13 36:16 119:19	unhappy 123:16	waived 151:14
transcription 149:7	truth 4:7,7,7 149:6	unusual 51:20,22	walk 93:20
transfer 9:8 19:23 24:2 37:4 38:4 38:11 39:4,15 73:2 83:5 93:6 93:13 94:5,9 95:14,23 97:7,10 98:14 102:3,9	try 16:23 34:8 43:23 44:6 119:17 134:8	updated 143:22 144:2,14,15	want 10:6 20:4 29:7 30:20 35:18 40:10 43:21 46:23 53:4 61:6 70:6 72:21 75:7 115:6,10,11 123:17 124:2,13 127:19 134:17,19 139:11
	trying 22:22	uploaded 144:13,23	wanted 91:9
	turn 27:9 48:14 58:12 75:20 133:1 141:23	use 27:7 144:6	wants 124:18 143:5
	two 5:3 33:6 36:13 39:20,24 51:17 51:25 52:2,7 60:9 75:22 93:10 110:23 111:14 123:9 124:21,23 124:25 125:1,2,3	usually 22:2 26:8 26:8 29:13 51:23 51:24 58:13 60:8 67:9 123:3	wasn't 9:18 16:24 21:17 31:12,21 35:19 47:15 48:4 65:9 70:17 76:3 76:3 83:1,20 109:4 116:2
	type 5:2 7:11	utilize 27:1	way 28:25 70:13 83:6 91:9 105:24 123:16 131:5 138:15 139:6
	types 44:5	utilized 22:21 27:4	week 8:22 11:13 19:12 37:18 99:2 140:2
	typically 22:3 42:13 45:20 73:14	utilizes 27:1	went 50:4 65:11 97:17 109:20 134:18
		U.S 1:18 141:9 151:11,19	weren't 75:14
		<hr/> V <hr/>	whatsoever 115:18 116:1 118:21
		vaguely 61:12 81:20	WHEREOF 149:16
		valid 43:15	
		validity 79:11,13	

wish 151:14
Withdrawal 3:18
withdrawn 23:17
withdrew 137:23
witness 4:8 6:25
 7:14 11:24 16:1
 29:19 33:19
 37:12 39:2 41:2
 42:11,16 43:2
 46:13 64:10 80:3
 96:25 99:17,22
 103:7 111:7
 120:7 122:17
 131:7,20 133:9
 147:6 148:6,9
 149:5,16
word 16:25 19:2
words 23:12 63:15
work 16:18,20,22
 22:7 41:16 49:11
 52:17 53:6,10
 55:23 83:18 85:9
 137:11 138:16
worked 5:18 41:25
 49:9,13 52:14,22
 62:14 83:19
 84:20 94:1
 128:17 139:4
 144:5 145:20,24
working 5:19 7:10
 16:24 83:19,20
works 22:24 49:13
 52:16,20 137:2
workshops 6:24
worry 144:14
wouldn't 20:4 59:2
 65:25 84:24
 110:2
wrap-up 142:9
WRITE 150:1
writing 67:3
wrong 11:25 18:19
 33:15 46:25
 104:15 114:8
 124:10 133:6
 140:14

Y

yeah 5:9 6:5 8:2,6
 11:1,4,8,21 12:6
 12:10,20 16:17
 16:19 17:15
 18:23 19:19,24
 21:3,13 22:16
 24:14 28:2 30:5
 31:1,14,20 33:14
 33:19 36:11

38:18 40:2 42:2
 46:11 48:3 51:2
 51:5 53:7 54:25
 55:18,21 56:6
 57:4,25 58:22,24
 59:11 60:25 62:3
 62:10,10,25
 63:22,22 66:14
 66:22 69:16 72:5
 72:18,24 74:12
 75:24 76:20 78:8
 82:9 84:2 85:4
 85:20 86:12 87:7
 88:16 91:4 97:1
 97:2,14 102:4
 104:4,10 105:21
 107:14,14 111:21
 113:22 114:11
 115:11,16 117:15
 117:21 119:5
 120:10,13 121:15
 122:25 124:13
 125:24 126:2
 127:13 129:11
 131:20 133:14
 134:6 136:4
 139:2,16 141:7
 143:11 144:22
 146:12
year 7:17,18
years 59:12 61:8
 69:21 123:3
 124:15
York 114:5,17

Z

Z 138:15
 2:11 3:3
 4:14 11:25 12:2
 12:3 18:19,22
 19:4 23:18 24:19
 29:2,18,21,22
 30:25 31:8,13,15
 31:19,22 32:2
 33:15,23 39:12
 39:13 41:3 46:18
 47:25 48:7,8
 53:16,18 64:16
 68:7 86:8,13
 87:4 91:1,8,13
 96:16,22 103:9
 104:15,18,19
 106:2 107:12,15
 109:25 110:6,10
 110:11,25 111:6
 111:8 112:18
 114:8,10,16,22

115:9,17,23
 116:25 117:17
 118:16 119:24
 121:8,17 124:10
 125:23,25 130:24
 131:19,21 132:15
 133:6,9,12 134:3
 135:22 138:9,11
 139:7,17 141:3
 141:16,19 142:18
 147:5

\$

\$10 38:16
\$200 83:12
\$222 84:16
\$800 54:19

0

000294 110:14
000413 112:3
000733 116:13
000737 120:4
000739 125:16
000753 126:14
000781 127:10
00753 126:15
02 1:2 151:6
05 6:19 83:17,20
057087 1:2
07 6:19
08 6:7 54:15
 136:10,10
09 5:21 6:1 135:2
 135:3 136:7
 139:10

1

1 17:8
1st 12:16 36:24
 115:2,25 116:6
 134:18 141:6,7
10 74:11,20,23
10.01 127:10,17
1015 2:9
11th 1:1 106:22
 107:1 108:7
110 3:15
12 75:18 76:25
 77:8,9 79:10
13 77:16
130 3:16
136 3:17
137 3:18
14 80:15 82:20
15 69:21 82:23
 85:13,15,21

123:3 124:15
15th 134:20
16 85:19 86:17,20
1600 2:3 151:4
17 3:9 87:9 88:1,4
17th 137:13
18 88:7 90:17,19
 91:3,5
19 30:6 31:10,17
 32:6 91:15 92:15
 92:17

2

2 33:25 34:16
 130:12,14,20
2nd 141:5,15,18
2.01 118:9,18,21
 119:10,13 120:8
2.02 125:16,20
 126:4,10
2:00 1:17
20 93:4 96:4
200 7:15
2005 12:16 19:3
 28:15 35:13 38:8
 38:13 78:3 84:23
 95:11,15,21
 107:5 115:2,25
 116:6,8 117:24
 125:13
2005-AR33 12:14,15
2007 83:20 140:13
 145:21
2008 1:2 6:12
 20:16 21:22
 46:24 54:2,14
 65:6 94:19 98:23
 100:20,22 101:25
 102:6,10,16,17
 106:23 107:1
 108:7 109:11
 123:11 132:18
 134:18,25 135:20
 136:1,14,17,18
 137:13,14
2008-057087 151:6
2009 5:20 37:7
 54:3 65:12 67:8
 81:8 82:14 93:19
 94:3,7 97:15
 134:23 135:6,12
 140:20,24 141:5
 141:6,10,12,15
 141:21 143:25
 145:1
2010 36:24 37:23
 38:5 40:6,22

140:13,19	5 53:2,19,20		
2011 1:17 148:10	5th 151:1		
149:17 151:1,8	5/3/14 149:22		
2014 148:16	5:31 1:17 147:8		
20803 1:18	561) 729-0530 2:10		
21 95:25 96:12,14			
21st 28:15 78:2	<hr/> 6 <hr/>		
22 97:4 98:3 133:2	6 67:14 68:9,21,22		
133:10	69:5		
23 107:9	<hr/> 7 <hr/>		
24 58:14 107:25	7 2:9 68:25 69:10		
24th 37:23 38:5	7th 140:20 141:9		
98:22 101:25	141:12,17		
102:6,10,12,13	739 122:12		
109:11	780 25:2 81:15		
25 3:10 109:23	83:11		
25th 110:7	<hr/> 8 <hr/>		
26 128:8,12,19,24	8 69:15		
26th 40:22	800 110:2		
27 3:11 129:1,5,24	<hr/> 9 <hr/>		
27th 140:13,19	9 72:23 73:9 74:8		
28th 1:17 151:7	9:00 151:11		
29 53:25	954) 463-2700 2:4		
290 111:9	98 3:14		
294 111:9	986553 148:15		
295 110:24	149:22		
<hr/> 3 <hr/>			
3 140:14			
3rd 148:16			
3.13 126:17			
30 24:23 95:8 96:7			
122:21 123:4,7			
125:5,12 151:13			
30-day 134:7			
300 1:18 27:19			
305) 937-3880			
151:10			
33301 2:4 151:4			
33411 2:10			
350 2:3 151:4			
36 3:12			
<hr/> 4 <hr/>			
4 3:3 47:6,12			
140:6			
4th 148:9 149:17			
4:00 151:11			
4:08 96:19			
4:18 96:21			
409 112:19,23			
413 112:19			
45 24:24 95:8 96:8			
123:4 125:12			
48 3:13 58:14 59:1			
<hr/> 5 <hr/>			