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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 08-42319 CA

DEUTSCHE BANK NATIONAL)
TRUST COMPANY,)
)
Plaintiff,)
)
vs.)
)
RENE CUENCA,)
)
Defendant.)
-----/

TRANSCRIPT OF
NON-JURY TRIAL

DATE: December 16, 2011
TIME: 10:13 AM - 11:08 AM
LOCATION: Miami-Dade County Courthouse
73 West Flagler Street,
Miami, FL 33130
BEFORE: The Honorable Michael Genden

This cause came to be heard at the time and place
aforesaid, when and where the following proceedings were
recorded and transcribed by:

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ALSO PRESENT:

CYNTHIA STEVENS
Witness
AMERICAN HOME MORTGAGE SERVICING, INC.
A Delaware Corporation

1 INDEX OF PROCEEDINGS

2 VOLUME I

3 WITNESS FOR THE PLAINTIFF:

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10 INDEX OF PLAINTIFF'S EXHIBITS

11 <u>NO.</u>	<u>DESCRIPTION</u>	<u>INTRODUCED*</u>	<u>ADMITTED</u>
12 1	Note	37	47
12 2	Mortgage	53	55
13 3	Notice of Intent to Foreclose	57	60
13 4	Loan Payment History	62	64

14 **All Plaintiff's Exhibits were introduced as premarked*
 15 *exhibits.*

16 INDEX OF DEFENDANT'S EXHIBITS

17 <u>LETTER</u>	<u>DESCRIPTION</u>	<u>MARKED</u>	<u>ADMITTED</u>
18 A	Composite Exhibit	26	
18 B	Final Forensic Audit	27	

19

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P R O C E E D I N G

1
2 THE COURT: And finally, *Deutsche versus Rene*
3 *Antonio Cuenca Ayala*.

4 MS. WEINZETL: Good morning, Your Honor.

5 THE COURT: Hi.

6 MR. BLEIL: Joshua Bleil from the Ticktin Law
7 Group on behalf of the Defendant. I suggest maybe
8 taking some of the uncontested ones.

9 THE COURT: Why?

10 MR. BLEIL: Because I would need to set up.
11 I would also like an offer --

12 THE COURT: We're all -- we're done.

13 MR. BLEIL: Oh, it's the last one?

14 THE COURT: Yeah.

15 MR. BLEIL: Oh perfect, Judge. Can I get a
16 couple minutes to grab one of the tables?

17 THE COURT: What is it? What are you doing?

18 MR. BLEIL: We're going to try the case,
19 Judge.

20 THE COURT: Yeah, I know. But, what -- are
21 you the law firm where this gentlemen told me you
22 have an expert?

23 MR. BLEIL: Oh, Mr. Almaguer. Yeah, he's my
24 associate, yes.

25 THE COURT: Yeah, well tell me what kind of

1 expert we're talking about.

2 MR. BLEIL: Sure, you want me to proffer?

3 THE COURT: No, I want you to tell me --

4 MR. BLEIL: Sure.

5 THE COURT: -- because I'm the trier of fact
6 and I'm also the judge of what gets heard; what
7 evidence gets heard. So I want to know, how do you
8 -- why do I need an expert in a foreclosure case.

9 MR. BLEIL: I'd be happy to answer Your
10 Honor's question.

11 THE COURT: That's good.

12 MR. BLEIL: But, I think it would be better
13 addressed in the course of the litigation whenever
14 I call my witness. As opposed to me -- I'm just
15 kind of --

16 THE COURT: Okay. Let me see, let me see,
17 maybe I just started practicing law and I just got
18 on the bench. So let me take a moment. When I was
19 a lawyer, when a judge asked me a question, I
20 answered it.

21 MR. BLEIL: Sure thing, Judge.

22 THE COURT: So tell me, because this came up
23 the other day with this gentleman who was nice
24 enough to admonish me, warn me, alert me, whatever
25 word you want to -- that our cases take a long time

1 because we bring in an expert. So I've been --
2 I've just been -- I've had two sleepless nights
3 wondering what kind of an expert do I need, or you
4 need, or I want to listen to in a foreclosure.

5 MR. BLEIL: Sure thing, Judge.

6 THE COURT: Thank you.

7 MR. BLEIL: Give me a moment and what I'll do
8 is get my expert report --

9 THE COURT: Take five moments.

10 MR. BLEIL: -- and I'll proffer for the
11 record out of the report since we got a reporter
12 here now.

13 THE COURT: Where's your expert?

14 MR. BLEIL: Right there, but Judge can I --
15 can I get the table? Can I --

16 THE COURT: I am sorry. I don't have a have
17 a lot of tables.

18 MR. BLEIL: I know, but can I --

19 THE COURT: The way this works --

20 MR. BLEIL: May I ask Mr. Phillips to --

21 THE COURT: Yeah, of course.

22 MR. BLEIL: -- to provide the defense a
23 table?

24 (Brief conversation off the record.)

25 MR. BLEIL: Judge, usually it's a table for

1 the Plaintiff and Defendant, I mean --

2 THE COURT: Well, usually you have one
3 Plaintiff, one Defendant, one trial. I've been in
4 that rut for four years.

5 MR. BLEIL: Correct.

6 THE COURT: But, ever since this mortgage
7 foreclosure bubble busted we have like 40 cases set
8 for trial and unfortunately I can get a court room
9 for every single lawyer and every single claim so
10 you'll have to do the best you can.

11 MR. BLEIL: Oh, we will. I can definitely
12 bear with that Judge.

13 (Brief conversation held off the record
14 with other counsel.)

15 MS. WEINZETL: In the meantime Judge, would you
16 like the file?

17 THE COURT: I'm just dying to know what an
18 expert is going to tell me --

19 BB: Sure thing, Judge.

20 THE COURT: Alledgedly.

21 (Brief conversation held off the record
22 with other counsel.)

23 THE COURT: Okay, I want to hear from Mr.
24 Mateo.

25 MR. BLEIL: Bleil, Judge.

1 THE COURT: Mister, who?

2 MR. BLEIL: Bleil; B-L-E-I-L.

3 THE COURT: I'm sorry.

4 MR. BLEIL: It's okay. I work for the
5 Ticktin Law Firm.

6 THE COURT: Okay, so tell me Mr. Bleil, this
7 is -- let me tell you my thinking so you can
8 address my concerns.

9 MR. BLEIL: Sure thing, Judge.

10 THE COURT: My feeling about this equitable
11 lawsuit, foreclosure issues, and I want to get this
12 as a jump off.

13 MR. BLEIL: Okay.

14 THE COURT: My concern is, did you sign the
15 note? Did you sign the mortgage? Did you get the
16 loan? Did you default? Did you owe the money? Is
17 it your signature or is it somebody else's
18 signature?

19 Beyond that, tell me why I need an expert.

20 MR. BLEIL: Sure thing, Judge. And what I
21 would do is, I also have a copy of the expert
22 disclosure. Would you like to look at that while
23 --

24 THE COURT: Yeah.

25 MR. BLEIL: I have another copy. We also

1 have an extra copy of the expert report if Your
2 Honor would like to see that also.

3 THE COURT: What -- what report?

4 MR. BLEIL: The expert report.

5 THE COURT: I want you to just answer my
6 question.

7 MR. BLEIL: Sure thing.

8 THE COURT: Experts are usually important in
9 lawsuits whether they're Jury Trials or not
10 Non-Jury Trials.

11 MR. BLEIL: Uh-huh.

12 THE COURT: To help the trier of fact
13 understand testimony that the normal person, i.e. a
14 juror or a judge, would not ordinarily understand.

15 So what is it that an expert in a foreclosure
16 case is going to help me understand so that I can
17 make a determination as to whether or not a
18 foreclosure judgment should be entered.

19 MR. BLEIL: Sure thing, Judge, and to go back
20 to your first question. Yes, the elements or the
21 issues that you raised regarding: Is there the
22 note? Is there a signature? Those are generally
23 prima facie issues that would need to be shown or
24 proven by the Plaintiff through competent testimony
25 in order to prove their most basic case.

1 And there are also some other issues there,
2 particularly regarding standing at the time the
3 lawsuit was filed. But, there are other issues
4 that when these cases are litigated because -- I
5 wouldn't say the face of the matter, but these at
6 first appear to be very simple cases as Your Honor
7 indicated. But, when you start to further dig
8 deeper into what actually transpired and what did
9 not transpire, particularly regarding whether the
10 calculations on the Truth in Lending were done
11 appropriately, were there any technical violations
12 or violations of statutes there that would be
13 indicative of unclean hands.

14 THE COURT: Why do I need an expert for that?

15 MR. BLEIL: Well, Judge --

16 THE COURT: Why isn't that just legal
17 argument that every lawyer argues on Summary
18 Judgments, motions to -- why is that the subject of
19 expert testimony? Am I going to have an expert
20 tell me that a law has been violated? Is that what
21 you're suggesting?

22 MR. BLEIL: No, what an expert -- I don't
23 mind if Your Honor inquires to the herself.

24 THE COURT: I don't want to inquire because I
25 first have to do the determination --

1 MR. BLEIL: Sure.

2 THE COURT: -- whether or not I'm going to
3 let her testify.

4 MR. BLEIL: Sure, Your Honor.

5 THE COURT: That's a preliminary issue.

6 MR. BLEIL: Right, and it is --

7 THE COURT: It has to be -- stop talking.

8 MR. BLEIL: I hear you.

9 THE COURT: Well, I hear you too, that's the
10 problem. Now, just give me a moment and you can
11 respond. Before experts testify, and I've been a
12 judge 19 years; in about a week and a half, it will
13 be 19 years. I have been a trial lawyer for 42
14 before -- altogether. Before, if somebody -- if
15 the Court considers somebody not competent to
16 testify as an expert it's a preliminary matter.
17 That's why I want to know before I start going down
18 this road. What is it that this expert is going
19 testify about?

20 MR. BLEIL: Sure thing, Judge. The expert is
21 going to test -- the expert is going to testify
22 about the process of the origination of this
23 particular loan and the defects in the origination.

24 The expert is also going to opine as set forth
25 in the report that I've provided to you, where the

1 problems are in this transaction. Particularly of
2 note in this particular case is like many other
3 cases that are before this Court, and around the
4 country, and around the state, it's a securitized
5 trust. The expert is going to be able to provide
6 testify as to how the assignment which is
7 purportedly executed to transfer this interest,
8 does not comport with that of the Asset Trust and
9 Pooling Agreement, which I have printed out here.

10 There are particular requirements in the Asset
11 Trust and Pooling Agreement and this where the
12 expert assists the trier of fact. Because I
13 understand that Your Honor has been on the bench
14 for a long time, in fact my senior partner has had
15 cases before you many a time. But, what the issue
16 --

17 THE COURT: Would that be Stephen?

18 MR. BLEIL: No, Mr. Peter Ticktin. Yeah, Mr.
19 Peter --

20 THE COURT: Okay. Okay, so why do I care?
21 Shouldn't I just be concerned about whether or not
22 they're the holder of the note at the time that I
23 try this case?

24 MR. BLEIL: That is part of it Judge, but --

25 THE COURT: Do I care --

1 MR. BLEIL: Yes --

2 THE COURT: -- how somebody got to the
3 intersection on 27th Avenue and US1; and where they
4 started? Or do I just care about what happened at
5 the corner when the accident occurred?

6 MR. BLEIL: Judge, it -- generally we only
7 care about how the accident occurred. But, here
8 it's important how they got here? And here's why?

9 THE COURT: Why? Yeah, tell me why.

10 MR. BLEIL: And this is the proffer.

11 THE COURT: Okay, I'm listening.

12 MR. BLEIL: There are requirements, like any
13 trust, basic trust law. You have to comply with
14 the requirements of the trust. And you know, any
15 other trust you have res, you have trustees, you
16 have assets, this is a trust the purportedly owns
17 and holds this note.

18 THE COURT: Okay.

19 MR. BLEIL: The trust has certain
20 requirements that say, all the loans have to be
21 transferred into this trust by 'X' date. If
22 they're not transferred in the trust by 'X' date
23 the trust doesn't own or hold anything.

24 THE COURT: Oh okay, so what -- let me get to
25 the bottom of this.

1 MR. BLEIL: Yes, Judge.

2 THE COURT: So if I follow your thinking,
3 your client should be able to live in this house
4 forever, free and clear. Is that what you're
5 suggesting?

6 MR. BLEIL: That maybe the ultimate outcome.

7 THE COURT: Ah --

8 MR. BLEIL: But, Judge -- but, Judge here's
9 where the --

10 THE COURT: Good luck to you, sir.

11 MR. BLEIL: Thank you, Judge.

12 THE COURT: Good luck to you, sir.

13 MR. BLEIL: Thank you.

14 THE COURT: Do you think that I am going to
15 sit here after somebody has been lent hundreds of
16 thousands of dollars and you have the standing to
17 complain that the trust documents were not properly
18 obtained, so your client who got -- how much was
19 this loan?

20 MS. STEVENS: \$216,000.

21 THE COURT: \$216,000, I get to live there
22 forever. You think a court of equity which is what
23 I am sitting as is going to allow that to occur?

24 MR. BLEIL: Judge, that is yet to be
25 determined. I don't know. But, here's where the

1 court of equity happens. The party that seeks
2 equity to be done, needs to come to the court with
3 unclean hands. This isn't even an equitable
4 argument.

5 THE COURT: Why is this unclean hands? What
6 did they do --

7 MR. BLEIL: Judge --

8 THE COURT: -- unclean hands usually is --

9 MR. BLEIL: Right.

10 THE COURT: -- the two parties have unclean
11 hands. One person claims that a particular party
12 did something wrong. And the other party in
13 defense says, 'Yes, but you did something wrong as
14 it applies to me.' Not as it applies to somebody
15 else.

16 MR. BLEIL: Correct. But, there's two
17 pillars here that I'm presenting and I -- and while
18 they're related, they're distinct. The unclean
19 hands would go to the act of the party that's
20 bringing the action to determine whether they have
21 come to the court with clean hands. Unclean hands
22 only would apply to those that are seeking
23 equitable relief. I'm seeking no equitable relief
24 on behalf of my Defendant. I'm a Defendant.

25 But, Judge what isn't even unclean hands, if we

1 have a family trust -- and I am using it as an
2 example, because this is an issue that really
3 hasn't been addressed before and I want to lay it
4 out.

5 THE COURT: Well, we'll let the Third
6 District address it.

7 MR. BLEIL: But, Judge here's the issue with
8 the unclean hands it doesn't go to the trust. If
9 there is a family trust that says, 'All of Bob's
10 property for his family trust needs to be assigned
11 into the trust by January 1st, 2010.' Okay, great.
12 If those -- if that res is transferred into Bob's
13 family trust, it's the same trust law basics --

14 THE COURT: Go ahead, I am listening.

15 MR. BLEIL: If that is transferred prior to
16 that January 1st, that's fine. We as Bob's family
17 trust own that property.

18 THE COURT: Right.

19 MR. BLEIL: But, if there's a subsequent --
20 and the trust is very particular saying, 'All of
21 Bob's trust property, all of his res has to be in
22 the trust by January 1st, 2010.'

23 THE COURT: Right.

24 MR. BLEIL: Boom, drop dead. But, now
25 there's a subsequent transfer of 2012 and the

1 document comporting a transfer into Bob's family
2 trust in 2012 when the trust says, it must be
3 transferred by 2010, and the trust is very
4 particular about this. How can the 2012 transfer
5 into the 2010 trust, you don't have standing?

6 THE COURT: Right, but may -- but here's my
7 problem.

8 MR. BLEIL: Yes, Judge.

9 THE COURT: My problem is it would seem to me
10 under your circumstances that somebody whose trust
11 assets have been affected might have the ability to
12 come in and say, this has effect on me. What
13 standing does your client have to come along and
14 say, somebody down the line got screwed over
15 because they didn't do what they were supposed to
16 do? Your client received hundreds of thousands of
17 dollars, has been in this house I assume for three
18 or four years not paying a dime. Have you found
19 one judge in this state that has said, 'You know
20 what? I buy your argument and you client can live
21 there forever rent free, mortgage free; because
22 they violated the Pooling Agreement.' Have you
23 found one judge that has --

24 MR. BLEIL: I have found no judge based on
25 the Pooling Agreement, but I have had number of

1 judges determine at trials that my -- that either
2 the Plaintiff failed to prove their prima facie
3 case or the testimony proffered by an expert or by
4 the fact witness was indicative of unclean hands
5 which barred the Plaintiff receiving the relief for
6 foreclosure. Yes, that has occurred.

7 THE COURT: So and so, they'll never be able
8 to foreclose on your client?

9 MR. BLEIL: Depending on how the case comes
10 of issue, yes. If it's an issue that would pertain
11 a res judicata and/or collateral estoppel, yes.
12 But, if it's --

13 THE COURT: Yes, yes --

14 MR. BLEIL: It would be --

15 THE COURT: So what you're suggesting
16 eventually is that your client should be able to
17 stay in this house forever?

18 MR. BLEIL: That has been the result. And
19 Judge, yes --

20 THE COURT: No, no, no, Mr. Ticktin --

21 MR. BLEIL: Bleil.

22 THE COURT: Mr. Bleil or Bile?

23 MR. BLEIL: Bleil, yes.

24 THE COURT: You -- so is that what you're
25 going to ask this Court to do? To determine that

1 Mr. Ayala; is that correct?

2 MS. WEINZETL: Cuenca, Your Honor.

3 MR. BLEIL: It's Cuenca.

4 THE COURT: I'm sorry, Cuenca. I have Cuenca
5 Ayala -- Cuenca. You're going to eventually stand
6 there and say, 'Judge, my client should be able to
7 live there forever.'

8 MR. BLEIL: Yes, if the Plaintiff cannot
9 prove their prima facie case. If they cannot show
10 that they own and hold the note pursuant to the
11 Trust Agreement, and/or if there are unclean hands
12 indicative of the Plaintiff's wrong doing, which
13 would bar them from receiving their equitable
14 relief for foreclosure, yes Judge. And --

15 THE COURT: I think this is a very
16 interesting issue. I think the Third District is
17 going to have to tell us that under these
18 circumstances we should listen to this testimony
19 and if this testimony proves what -- what you've
20 purported to prove that a person who borrowed
21 hundreds of thousands of dollars should never have
22 to repay it and should be able to live in the house
23 for free, forever.

24 MS. WEINZETL: Your Honor, may I --

25 THE COURT: Because I'm not doing it.

1 MR. BLEIL: But, Judge --

2 THE COURT: You getting that down? All my
3 friends in the Third District, you want to reverse
4 this, you go right ahead and do it.

5 MS. WEINZETL: Your Honor, may I be heard on the
6 issue of the expert witness?

7 THE COURT: Yes, go ahead.

8 MS. WEINZETL: Thank you.

9 THE COURT: Because that's what I want to
10 hear about.

11 MS. WEINZETL: I understand. First of Your
12 Honor, he's not offering an expert to testify as to
13 Pooling and Servicing agreement. The expert
14 disclosure does not indicate at all that she's
15 qualified for that. I've deposed her. We've been
16 in trial with her. She's not at all qualified for
17 that. But, the expert disclosure specifically says
18 that she's here to testify that the loan was
19 illegal.

20 THE COURT: I saw that on what Mr. Bleil gave
21 me.

22 MS. WEINZETL: As you know Judge, that's your
23 determination to make and the Florida Supreme Court
24 agreed in *Siegel vs. Husak*. "The existence of a
25 legal duty and questions as to legal representation

1 --

2 THE COURT: It's a question for the Court.

3 MS. WEINZETL: -- is for the Court; for the
4 trier of fact." There's not expert witness needed
5 until you decide that you need the assistance of an
6 expert.

7 THE COURT: Yeah, it's like somebody getting
8 on the stand and saying that person was negligent.

9 MS. WEINZETL: That's correct.

10 THE COURT: It's the ultimate question being
11 tried by the trier of fact, go ahead.

12 MR. BLEIL: I agree entirely, Judge. And as
13 a -- and as a -- I've had trials with Ms. Weinzetl
14 --

15 THE COURT: Do you have another one of these
16 with (indiscernible) by the way?

17 MR. BLEIL: I've had trial with Ms. Weinzetl,
18 Judge. And I understand --

19 THE COURT: I never have.

20 MR. BLEIL: I understand -- well, I
21 understand fully and clearly. The reason an expert
22 is there is to assist the trier of fact.

23 THE COURT: Okay.

24 MR. BLEIL: That's it.

25 THE COURT: I'm telling you what I am going

1 to do now.

2 MR. BLEIL: Yes, Judge.

3 THE COURT: For your sake. I am going to
4 allow you to proffer on the record what it is that
5 she would testify to --

6 MR. BLEIL: Okay.

7 THE COURT: -- so you can make a record as to
8 what it is that this judge did not allow you to --

9 MR. BLEIL: So in other words, my witness is
10 being struck?

11 THE COURT: I'm going to let you -- I have
12 looked at your expert witness list disclosure.

13 MR. BLEIL: Yes, Judge.

14 THE COURT: I do not find that this is a
15 matter of expert testimony. I'm making that
16 finding and that ruling, but in fairness to you so
17 you can preserve it --

18 MR. BLEIL: Okay.

19 THE COURT: -- I'm going to allow you to put
20 on the record a proffer of what she would testify
21 to. Because that's the way it should be done.

22 MR. BLEIL: I agree entirely, Judge. Clean
23 record.

24 THE COURT: Go ahead, proffer it. I'll be
25 right back.

1 MR. BLEIL: Would you like the witness to
2 proffer or myself?

3 THE COURT: No, I want you to proffer.

4 MR. BLEIL: Sure, sure thing. It's lengthy
5 Judge, but I'm going to make it really quick for
6 you.

7 THE COURT: Go right ahead. Let me know when
8 you're done.

9 MR. BLEIL: Sure thing.

10 THE COURT: Because I've already made a
11 determination. I'm not letting her testify. I'm
12 going to let you make that proffer so that the
13 District Court of Appeal can tell me in the future
14 when this lady is called as a witness, the Court's
15 distinction if it should allow her testimony.

16 I read your disclosure where it says, "2. The
17 expert will testify as to the opinion of the loan
18 in question is a illegal in violation of both State
19 and Federal Statutes."

20 That clearly is an issue of -- in any forum,
21 whether it's a criminal case where somebody's been
22 charged with a crime, whether it's negligence case,
23 whether it's product-liability case; that's always
24 something the trier of fact does. This is
25 basically experts review documents, including but

1 not limited to the Defendant's closing documents,
2 documents provided by the Plaintiff in discovery
3 process and review of transaction with the
4 Defendant.

5 I am making a legal determination that this is
6 not a matter of expert testimony. But, I am
7 allowing you to proffer on the record what is it
8 she would testify to. So, if the Third District
9 thinks I am wrong, they can write an opinion
10 saying, 'Genden was wrong. Genden should have let
11 her to testify and we're reversing a potential
12 judgment on behalf of the bank.' And then comes
13 back to trial.

14 MR. BLEIL: Right, but that's also presuming
15 that they're able to prove their *prima facie* case.
16 Judge, I just want to make the record clear.

17 THE COURT: Of course. I mean if they put on
18 evidence of something other than this loan and they
19 don't convince me that they know what the documents
20 are; they know what the loan figures are; they know
21 that there's been a default; they've complied with
22 all conditions precedent, I can't give them a
23 judgment. But, I would be shocked. I'm putting
24 that on the record. Shocked if the people of the
25 Courts of this State, District Court of Appeal

1 would say that in situations like this somebody who
2 has borrowed hundreds of thousands of dollars and
3 has lived mortgage free for years should be able to
4 jump in there and say, 'You guys screwed up and you
5 can never throw me out of that house.' If that's
6 what they want to write, that's their job. They're
7 my judicial superiors. That's the job they have.
8 They can do it, but I'm not doing it. Okay.

9 MR. BLEIL: Judge, I will be happy to proffer
10 --

11 THE COURT: Go ahead; come on. I don't have
12 a lot more time.

13 MR. BLEIL: This is also -- there's been
14 Motion to Strike the Witness or otherwise exhibits
15 --

16 THE COURT: I'm telling you it's a question
17 for the Courts of this State to be the gate keeps
18 of what presented in trials. Whenever there is an
19 -- I have the right to say, 'What is the expert
20 going to testify to?' Because I want to preserve
21 Court time and do my job and not sit through hours
22 listening to something that I don't think is a
23 subject for expert testify.

24 You have handed me the disclosure that says,
25 "The expert will testify to the opinion that the

1 loan in question was illegal."

2 I am now seeing that saying, "Not in my court."

3 And you can take this record and you can give
4 it to every judge in the State of Florida and they
5 can either agree with me or disagree with me.
6 Okay? Now, I have a fairly recent reputation, but
7 that doesn't mean that every judge in the State of
8 Florida wants to go, 'Oh, I think the Genden is
9 right; or I think the Genden's wrong.' They can do
10 whatever they want. But, that's what this judge is
11 doing because this judge's name is on this bench
12 and this is my courtroom. Put on, whatever you
13 want. I'll be back in five-minutes.

14 MS. WEINZETL: Thank you, Judge.

15 MR. BLEIL: I proffer for the record as to
16 the testimony of Ms. Marla Moreland, was disclosed
17 as an expert witness in the case in chief. I will
18 also mark documents for identification purposes.

19 THE CLERK: For purposes of identification,
20 it's going to be Exhibit A.

21 (Defendant's Exhibit A, marked for
22 identification.)

23 MR. BLEIL: Which is a list of affidavits
24 filed by Marla Moreland as of 12/15/2001. That
25 carries on to the second page and the third page.

1 The fourth page is a list of depositions where Ms.
2 Marla was presented as an expert and had her
3 deposition taken, that carries on to page number
4 five. Actually, page five lists trials in which
5 Marla Moreland was listed as an expert witness,
6 which she was generally, if I am not mistaken, all
7 the cases was determined to be an expert. I won't
8 recant those case numbers through the record right
9 now. But, I will mark this document as
10 identification.

11 Also, page seven of Exhibit A, marked for
12 identification, is a list of law firms with which
13 Florida Mortgage audits and conducts business and
14 provides expert witness services.

15 THE COURT: Mr. Bleil --

16 MR. BLEIL: Yes, Judge?

17 THE COURT: -- I want to in fairness to you,
18 I have lack of foreclosure at 11 o'clock.

19 MR. BLEIL: All right.

20 THE COURT: What we call FWOPs.

21 MR. BLEIL: Also being marked for
22 identification purposes is Exhibit B would be the
23 Final Forensic Audit dated 12/15/2011 which was
24 prepared by the witness, as an expert in this case.

25 (Defendant's Exhibit B, marked for

1 identification.)

2 MR. BLEIL: Among the information that the
3 witness would be proffering would be that there's a
4 violation in the Truth in Lending. And that the
5 Lender's Truth in Lending is calculated out at
6 10.204% and the correct calculation is 12.976%
7 which yield a difference of \$5,987.52. The witness
8 would also testify to the -- would also provide
9 expert testimony regarding the timing of the
10 Assignment of Mortgage which I believe my memory
11 serve me pre-dated this action by three days.

12 My expert would also proffer based upon her
13 review as an expert in the field, after reviewing
14 the Pooling and Servicing Agreement that the cutoff
15 date and closing date provided for the Pool and
16 Servicing Agreement which is the trust controls
17 this potential transaction has cutoff dates that
18 are -- that are years before the supposed
19 assignment of the mortgage to the trust occur.

20 As far as Ms. Moreland's background, and I'm
21 going from memory here, Ms. Marla Moreland was a
22 mortgage broker. She underwrote loans, commercials
23 loans for a number of years working with Kauti
24 Mortgage Company. And then also doing, I think it
25 was her own warehouse line of funding where she

1 originated and underwrote loans. Ms. Marla
2 Moreland is also -- also holds -- you know what if
3 I may I ask --

4 THE COURT: Supplement that.

5 MR. BLEIL: Yeah, can I supplement with her
6 CD.

7 THE COURT: Sure, put the CD in.

8 MR. BLEIL: Put the CD in there too, Judge.

9 THE COURT: And maybe the Third District will
10 tell me I'm wrong. Have you tried cases like this
11 before?

12 MS. WEINZETL: Your Honor, we've had one
13 contested trial between the two of us in Palm Beach
14 County.

15 THE COURT: How did that result?

16 MS. WEINZETL: Well, it was Judge Janis Keyser.
17 It was her first foreclosure trial so it took a
18 little bit longer, but she permitted Ms. Moreland
19 to testify, and then ruled in favor of Plaintiff.

20 MR. BLEIL: Yeah, Ms. Moreland -- well, I --

21 THE COURT: I'm just curious. It has nothing
22 to do with. All right, are we ready to go?

23 MS. WEINZETL: Yes, Your Honor, we are. Would
24 you prefer that take the original note and mortgage
25 out of the court file or use copies when speaking

1 with my witness?

2 MR. BLEIL: Well, but I just want to get some
3 very particular because I mentioned the testimony.
4 The cutoff Ms. Marla Moreland would be able to
5 provide expert testimony based upon review of her
6 documents would be her documents that were
7 generally relied upon by experts in her field of
8 expertise regarding the Pooling and Servicing
9 Agreement, the closing documents, the Assignment,
10 all the documents which are attached to her report.

11 A particular note is noted that the cutoff --
12 the testimony would be that the cutoff date of the
13 particular Pooling and Servicing Agreement which
14 controls this transaction was January 1st, 2006,
15 with a closing date of February 7th, 2006. The
16 expert would also be able to opine and provide
17 expert testimony as to what a cut off date is, as
18 to what a closing date is, and how they relate in
19 the mortgage-backed security, origination, and
20 servicing.

21 The witness would also be providing expert
22 testimony that the assignment of mortgage that was
23 purportedly executed on 7/09/2008. My mathematical
24 calculation is about three years beyond the cutoff
25 date. Therefore her opinion would be that -- that

1 either the Assignment is fraudulent and that it
2 didn't reflect what actually occurred. Or
3 moreover, that if the assignment is actually true
4 as it to be taken that the terms of the trust
5 prohibited this transaction from being substituted
6 into the Pooling and Servicing Agreement with a
7 closing date and cutoff date as reflected.

8 THE COURT: Which gets back to a point that I
9 raised before. What standing does she have to
10 complain about that? What standing does she have
11 to complain about the interworking of the trust?
12 Somebody who might have been affected by that might
13 have. But, at some point in time your client
14 walked into a bank and said, 'I need money to buy a
15 house.'

16 And they said, 'Here let me get my checkbook
17 out. Here sir, good luck to you. I hope you enjoy
18 your home. I hope you have a nice life.'

19 He defaults on his loan, probably relatively
20 early and then he's been living there three or four
21 years. So my question is, what standing does he
22 have to complain about something that maybe
23 somebody else might have complained about? They're
24 the holder of the note or not, and if they're the
25 holder of the note or not, and they're entitled to

1 show me the loan is in default, it hasn't been
2 paid, and he owes the money. Unless somebody put a
3 gun to his head or they forged his signature,
4 that's what I'm concerned about.

5 If the Appellate Courts of this State want to
6 tell us Trial Judges that we're supposed to have
7 one day jury trials on the thousands and thousands
8 of foreclosure, as a court of equity for these kind
9 of defenses, that's fine. They can do that. And
10 if they do that, they do that. Then we'll get
11 bogged down with these things, and that's it.

12 But, I can tell you right now I want to move
13 on.

14 MR. BLEIL: Sure Judge, but --

15 THE COURT: I have 22 minutes and then --

16 MR. BLEIL: This doesn't go to the unclean
17 hands. This goes to the Plaintiff's standing. How
18 can the trust, if the trust doesn't properly own
19 and hold it, then they don't have the standing to
20 bring the suit. That's where the trust argument
21 goes to.

22 THE COURT: The mortgage follows the note.
23 If they are the holder of this negotiable
24 instrument, they have a right to enforce it. If
25 there's a check that is negotiated and negotiated

1 and negotiated, and one day I walk into the bank
2 and I go to the bank and they look at my signature
3 and they go, okay it was endorsed over to Michael
4 Genden. That's your signature. Can I see your ID?
5 They pay me the money. It's a negotiable
6 instrument. Can we move on? I mean, do what you
7 need to do. But, let's move on.

8 (Off the record.)

9 (On the record.)

10 MS. WEINZETL: Your Honor, if I may we call our
11 first witness so that we can actually finish the
12 trial today?

13 MR. BLEIL: Ms. Weinzetl, I will represent
14 that after the dialogue with the Judge, at this
15 point I will conclude the proffer and rely on the
16 expert report and the CD.

17 THE COURT: Good, it's in there and if I'm
18 wrong -- if I'm wrong, they can tell me I'm wrong.
19 In fact, I relish this case going up on appeal
20 because I think you have a very interesting
21 argument, which I don't agree with. But, we'll see
22 what the Third District has to say about it.

23 Go ahead, call your first witness.

24 MS. WEINZETL: I call Cynthia Stevens, Your
25 Honor.

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CYNTHIA STEVENS,
called as a witness by the Plaintiff was duly sworn
by the clerk and in answer to questions propounded,
testified as follows:

THE CLERK: Raise your right-hand. Do you
solemnly swear the testimony is the truth, the
whole truth, and nothing but the truth?

MS. STEVENS: Yes, sir.

DIRECT EXAMINATION

BY MS. WEINZETL:

Q. Please state your full name for --

MR. BLEIL: Judge, may I ask that the
witness be asked to sit in the witness stand?
I mean I really don't want to try the case on
my feet. I mean, can the witness be in the
stand?

THE COURT: If she wants to stand, she
can stand. If you want to sit down, sit down.

MR. BLEIL: That's okay, I'll stand to
observe what the witness is looking at.

THE COURT: Go ahead, sit in the witness
chair. Make yourself comfortable, ma'am.

MS. STEVENS: Okay.

1 THE COURT: I guess it's hard to hoover
2 when the witness is standing. You there?

3 MS. STEVENS: I'm there.

4 THE COURT: Go ahead.

5 MS. WEINZETL: I am sorry, Judge I'll have
6 to move over so that I can see her.

7 MR. BLEIL: I'll be happy to stand.

8 THE COURT: You want to second?

9 MR. BLEIL: No, no, Judge --

10 THE COURT: Or maybe she doesn't want you
11 standing --

12 MS. WEINZETL: Maybe I'd rather not have you
13 looking over my shoulder. You asked my witness
14 to sit here. I need to be able see her and
15 talk to her.

16 MR. BLEIL: Counsel, I'd ask you to
17 present from the table. Judge, I mean --

18 MS. WEINZETL: This is a circus.

19 THE COURT: I've never seen anything like
20 this. Why don't you do me a favor? Why don't
21 stand a little bit farther away from her so she
22 can --

23 MS. WEINZETL: Thank you.

24 MR. BLEIL: Sure, Judge. I can do this.

25

1 BY MS. WEINZETL:

2 Q. Please state your full name and spell your
3 last name for the record.

4 A. Cynthia Stevens; S-T-E-V-E-N-S.

5 Q. Who is your current employer?

6 A. American Home Mortgage Servicing
7 Incorporated, a Delaware Corporation.

8 Q. And what are your duties with American Home
9 Mortgage Servicing?

10 A. I am Specialist Senior in the Foreclosure
11 Special Assets Area. I maintain and handle a loan
12 of -- a portfolio of loans that are in active
13 foreclosure that have litigation filed on them in
14 the form of answers with affirmative defenses or
15 answers with counterclaims; things of that nature.

16 Q. When I refer to your employer American
17 Home Mortgage Servicing Incorporated, is it
18 appropriate to use the acronym AHMSI?

19 A. Yes.

20 Q. And do you know what AHMSI relationship
21 with the Plaintiff, Deutsche Bank, is in this case?

22 A. We are their servicing agent.

23 Q. Are you testifying on behalf of Deutsche
24 Bank?

25 A. Yes, ma'am. We have a Power of Attorney

1 from Deutsche Bank.

2 MS. WEINZETL:Your Honor, I'd like to
3 show the witness --

4 THE COURT: Go right ahead. Do whatever
5 you want.

6 MS. WEINZETL:-- what I will -- would you
7 like me to just pre-mark right on here?

8 THE COURT: Do whatever you want.

9 MS. WEINZETL:Okay.

10 THE COURT: Just, you know, let's just
11 try the case.

12 MS. WEINZETL:I'd like to show the witness
13 what's pre-marked as Plaintiff's 1.

14 (Plaintiff's Exhibit No. 1, premarked for
15 identification.)

16 MR. BLEIL: Your Honor, can I have a copy
17 of the exhibit the witness is being shown.

18 MS. WEINZETL:Yes, I have one right here
19 for you.

20 Judge, I'm sorry I had a folder it was
21 sitting right here and now it's -- oh there
22 it's buried. Here you go, here's a copy.

23 (Plaintiff counsel hands Defense counsel
24 documents.)

25 MS. WEINZETL:And for the record Your

1 Honor, I'm using a copy because you have the
2 original.

3 THE COURT: Okay.

4

5 BY MS. WEINZETL:

6 Q. Ms. Stevens can you identify that document
7 for the Court?

8 A. It's a certified copy of the adjustable
9 rate loan -- note on the loan that we're here about
10 today.

11 MR. BLEIL: Objection Your Honor, move to
12 strike that testimony as far as it's
13 "certified". And also I'd request that the
14 original note be produced. I'm talking about
15 error, if the original note is not introduced
16 into evidence, it's automatically reversible
17 error.

18 MS. WEINZETL: Thank you, Your Honor.

19 THE COURT: Well, you know what? When
20 did you become a member of the Third District?

21 MR. BLEIL: Judge, I'm simply not one to
22 invite error into the case.

23 THE COURT: You're telling me that
24 showing this woman a copy of a document that's
25 in the court file in a trial is reversible

1 error if she doesn't look at the original; is
2 that what you're telling me?

3 MR. BLEIL: No Judge, what I'm indicating
4 to the Court is that it would be reversible
5 error for a Final Judgment to entered in this
6 case, if the original note is not introduced
7 into evidence. All they're doing is --

8 THE COURT: She says, it's in the court
9 file.

10 MS. WEINZETL:Your Honor, I haven't asked
11 for anything to be introduced into evidence
12 yet. I was just asking her to identify it.

13 THE COURT: She's just asking her to
14 identify.

15 MR. BLEIL: I should probably refrain
16 from assisting the Plaintiff.

17 THE COURT: Why don't you listen to the
18 question. She's asked her to identify it. Do
19 you know how many trials I've tried as a judge?
20 Thousands. The only times I've had people say,
21 'Your Honor, we're going to use a copy.'

22 I tell them, 'Go ahead no problem.'

23 You look at it and you go, 'Yeah, that's
24 the one I have.' I mean, come on.

25 MS. WEINZETL:May I proceed?

1 THE COURT: Yes.

2 MS. WEINZETL: Thank you.

3

4 BY MS. WEINZETL:

5 Q. Ms. Stevens, please take a look at this
6 document. Can you identify that for the Court?

7 MR. BLEIL: Your Honor, can I have copy
8 of what the witness is looking at?

9 MS. WEINZETL: I just handed you a copy.

10 A. This is the original of the note; the copy
11 that you handed to me previously.

12 Q. And --

13 MR. BLEIL: Objection, Your Honor; move
14 -- objection, Your Honor; foundation, hearsay,
15 and also authenticity as to the statement that
16 it's an original. There's been no basis
17 established for the testimony "original".

18 THE COURT: You know what? I'm the trier
19 of fact I'll make that determination.
20 Overruled.

21 MR. BLEIL: Thank you, Judge.

22 Q. Can you identify who the borrower is on
23 the note?

24 MR. BLEIL: Objection, Your Honor;
25 foundation, hearsay, and authenticity.

1 THE COURT: Go ahead, answer the
2 question. Overruled.

3 A. There's a blue ink signature over the name
4 of Rene Cuenca.

5 Q. And does AHMSI service the loan of Rene
6 Cuenca?

7 MR. BLEIL: Objection, Your Honor;
8 hearsay.

9 A. Yes, ma'am.

10 THE COURT: Wait a minute. How can that
11 be hearsay? Hearsay is an out of court
12 statement sought to be introduced with the
13 truth of the matter asserted. If she said --
14 gave her these things, 'Can you please identify
15 those?'

16 And then she said, 'Well, it looks like
17 prescription glasses.'

18 You're going to be objecting because it's
19 hearsay?

20 MR. BLEIL: No Judge, it was regarding
21 the testimony specifically that they are the
22 servicer of Cuenca loan. And unless there's --
23 unless this witness has personal knowledge of
24 that she's got to be relying upon some kind of
25 a document. That's why I am objecting as to

1 the foundation and hearsay.

2 THE COURT: Can you repeat the question?

3 MS. WEINZETL: I believe that the question
4 was, does AHMSI service this loan; the loan for
5 Mr. Cuenca?

6 MR. BLEIL: Same objection, Your Honor.

7 THE COURT: Overruled.

8

9 BY MS. WEINZETL:

10 Q. I am sorry, could you answer that
11 questions again?

12 A. Yes, this loan is part of the servicing
13 platform at American Home Mortgage Servicing.

14 MR. BLEIL: Objection, Your Honor;
15 foundation, hearsay. There's been no testimony
16 there's a servicing platform or documents to
17 support a servicing platform. Unless this
18 witness has personal knowledge, it's hearsay.

19 (Brief conversation held off the record.)

20 THE COURT: Overruled.

21 Q. Do you know how the original note came to
22 the court?

23 MR. BLEIL: Objection, Your Honor -- I
24 reserve the objection based upon the answer.

25 THE COURT: Well, you don't reserve an

1 objection. You either object to the question
2 because of whatever grounds you have, or you
3 don't.

4 MR. BLEIL: Sure, I object to foundation
5 --

6 THE COURT: It's like saying, Well, you
7 might be a little pregnant.

8 MR. BLEIL: Objection, foundation.

9 THE COURT: You either are or you're not.

10 MR. BLEIL: Objection, foundation and
11 hearsay, Judge.

12 MS. STEVENS: I'm sorry.

13 MS. WEINZETL: That's okay. Take a minute.
14 Take a deep breathe please.

15

16 BY MS. WEINZETL:

17 Q. Do you know how that document came to the
18 court?

19 MR. BLEIL: Same objection, Judge.

20 THE COURT: Same ruling.

21 A. According to the servicing records, the
22 prior servicer, Citi Residential Lending, forwarded
23 the original documents to the prior foreclosure
24 attorney on July 14th, 2008.

25 MR. BLEIL: Now, I move to strike the

1 testimony as foundation and hearsay. Judge,
2 the witness has --

3 THE COURT: Is it coming in for the truth
4 of the matter asserted? Or is it coming in to
5 show why -- how the document came -- got to be
6 here?

7 MR. BLEIL: I think regardless, it's
8 hearsay.

9 THE COURT: You know what? I'm going to
10 tell you something. If you think that you're
11 doing your client a favor when this goes up on
12 appeal and the judge is up there saying, 'He
13 objected to ever single question.' You'll have
14 a lot of credibility. Overruled.

15 See I don't care what they do. But,
16 you're objecting to everything and it's like --
17 it's like throwing tacks in front of the
18 bicycle tire. Let's see, one of these tacks
19 will the bicycle tire explode. Keep going,
20 keep going. We'll just do this little
21 exercise.

22

23 BY MS. WEINZETL:

24 Q. Was Citi Residential the prior servicer on
25 the loan?

1 MR. BLEIL: Objection, Your Honor;
2 foundation and hearsay. There's been no
3 sustentative testimony regarding this witnesses
4 knowledge to testify anything about Citi.

5 THE COURT: She hasn't testified --

6 MR. BLEIL: Right.

7 THE COURT: She hasn't testified, yet.

8 MR. BLEIL: But, the foundation hasn't
9 been laid for her testimony regarding anything
10 with Citi.

11 THE COURT: What foundation would like?
12 She is the Senior Servicing Agent for the
13 company that is the servicer of this loan. I
14 think she has certain knowledge.

15 MR. BLEIL: Judge, I agree potentially
16 certain knowledge. But, not knowledge
17 pertaining to a company she never worked for.
18 She's testifying about what Citi Mortgage did.
19 There's been no foundation as to her ability to
20 testify on anything for Citi Mortgage.

21 THE COURT: Overruled.

22 A. Yes, Citi Residential Lending was the
23 prior servicer to American Home.

24 THE COURT: How do you know that?

25 MS. STEVENS: The documents in our servicing

1 platform, in our imaging system were conveyed to
2 AHMSI from Citi Residential.

3

4 BY MS. WEINZETL:

5 Q. And when did that --

6 MR. BLEIL: Move to strike. Objection,
7 Your Honor; foundation and hearsay.

8 THE COURT: Overruled, go ahead.

9 Q. When did the transfer to AHMSI occur?

10 A. February 2009.

11 Q. And with that transfer did you take over
12 any records or documents from Citi Residential?

13 A. All of their records pertaining to the
14 loans transfers, were transferred with the
15 servicing.

16 Q. Are you able to tell from looking at the
17 note whether it's ever been transferred?

18 MR. BLEIL: Objection, Your Honor;
19 foundation and hearsay. The document has not
20 been admitted into evidence. This witnesses
21 has essentially testified for the truth of the
22 matter asserted of a document that has not been
23 introduced into evidence.

24 THE COURT: Oh, my God.

25 MS. WEINZETL: Your Honor, I'll be happy to

1 offer it into evidence on behalf of the
2 Plaintiff.

3 THE COURT: Yeah, let's offer it into
4 evidence. Admitted.

5 THE CLERK: Plaintiff's 1.

6 (Plaintiff's Exhibit No. 1, the note,
7 admitted into evidence.)

8 MR. BLEIL: Judge -- Judge, I -- I -- I'd
9 like an opportunity to voir dire the witness as
10 to the admissibility of that document.

11 THE COURT: You can cross examine her.
12 I'm admitting the document, which is what
13 judges do. I'm admitting it.

14 MR. BLEIL: Can I proffer my voir dire?

15 THE COURT: No, you can cross examine her
16 when you get a change to cross examine her and
17 hopefully it will be before the end of the
18 year. So, let's go.

19 MR. BLEIL: I object to the introduction
20 of the document based upon foundation, hearsay,
21 and authenticity, Judge.

22 THE COURT: Okay, okay.

23

24 BY MS. WEINZETL:

25 Q. Are you able to tell by looking at the

1 document whether it's ever been transferred?

2 A. Yes, it does contain an endorsement in
3 blank.

4 Q. And do you know whether the Plaintiff has
5 this note in its possession prior to the complaint
6 being filed in this case?

7 MR. BLEIL: Objection, Your Honor;
8 foundation and hearsay. The witness -- well,
9 foundation and hearsay.

10 THE COURT: Sustained. How does she know
11 that?

12 MS. WEINZETL: Your Honor, that was my next
13 question.

14 THE COURT: Go ahead.

15 MS. WEINZETL: I was just asking if she has
16 personal knowledge?

17 THE COURT: Oh okay, so you asked the
18 question is, do you have personal knowledge?

19 MS. WEINZETL: Right.

20 THE COURT: You asked her, do you know if
21 it had been transferred? Not, do you have
22 personal knowledge?

23 MS. WEINZETL: Okay.

24 MR. BLEIL: Correct, Judge.

25

1 BY MS. WEINZETL:

2 Q. Do you have personal knowledge as whether
3 or not the Plaintiff held the original note prior
4 to the complaint being filed?

5 A. Yes, ma'am.

6 Q. And can you explain for the --

7 MR. BLEIL: Objection, Your Honor;
8 foundation and hearsay.

9 THE COURT: "Yes, ma'am." Is hearsay?

10 MR. BLEIL: No, no. Move to strike the
11 witness's prior testimony's foundation --

12 THE COURT: Oh the prior testimony?

13 MR. BLEIL: -- and hearsay. Yes, Judge.
14 Sorry, I'm trying to keep up.

15 THE COURT: Well, I made her ask a new
16 questions.

17 Q. Can you explain for the Court on what basis
18 you found that personal knowledge?

19 A. After review of the business records,
20 there is a bailee letter, which is a letter that is
21 used as a cover letter when original documents are
22 transferred from a servicer to a foreclosure
23 counsel in original docs states, that shows what
24 documents were transferred and the dates that they
25 were transferred. The date of that letter is

1 January 14th, 2008. The complaint was filed a few
2 days later.

3 MR. BLEIL: Your Honor, objection as to
4 foundation and hearsay. The witness is
5 testifying about a document that has not been
6 admitted into evidence. Her testimony was that
7 she reviewed a document. You don't gain
8 personal knowledge by reviewing of a document.
9 Therefore, she has not personal knowledge,
10 Judge. I move to strike the testimony as
11 hearsay and lack of a foundation.

12 MS. WEINZETL: Your Honor, I haven't been
13 able to finish asking the witness how she know.

14 THE COURT: Overruled.

15 Q. Have you had a chance to review the
16 complaint that was filed in this case?

17 A. Yes.

18 Q. Did the complaint contain a copy of the
19 original note?

20 MR. BLEIL: Objection, Your Honor;
21 foundation, hearsay. Also, she asked for her
22 opinion.

23 THE COURT: She asked her if she reviewed
24 the complaint.

25 She said, "Yes."

1 She's asking her, Did it contain
2 something?

3 She said, 'I just reviewed it.'

4 So isn't she in position to know? Did you
5 go see the movie, Hugo, yesterday?

6 Yes, I did.

7 And was Ben Kingsley in it?

8 Yes, he was.

9 Objection, foundation and hearsay.

10 Is that going to be -- you know what? I'm
11 going to give you standing objection to every
12 question they ask; foundation, hearsay. Just
13 put on the record what you want to object to.
14 This Court is going to give you a standing
15 objection to every single question. Think of
16 every objection you could ever make and I'll
17 allow you to have a standing objection, because
18 I am not going to sit here and go into my next
19 hearing because every single -- let the record
20 reflect that every single question has been
21 objected to.

22 MR. BLEIL: Judge, I request a standing
23 objection to this line of questioning.

24 THE COURT: You got it.

25 MR. BLEIL: Judge, but I -- is Your Honor

1 giving every objection? Or would you like me
2 to narrow what objections I think would
3 applicable?

4 THE COURT: I am going to give you every
5 objection known to man. I will actually give
6 you my copy of Ehrhardt. So that if you're
7 lacking some of them, you can find as many as
8 you want.

9 MR. BLEIL: Thank you, Judge.

10 THE COURT: Thank you. Standing
11 objection to everyone of your questions.

12 MS. WEINZETL: Okay. Thank you, Your Honor.

13 THE COURT: And they're all overruled.
14

15 BY MS. WEINZETL:

16 Q. Did you have an opportunity to review the
17 copy of the note attached to the complaint?

18 A. Yes.

19 Q. Does it appear to be a copy of the
20 original note?

21 A. Yes.

22 Q. And did the copy attached to the complaint
23 also contain that blank endorsement that you
24 testified to?

25 A. Yes.

1 MS. WEINZETL: Thank you. Your Honor, if I
2 may? I'd like to show the witness Plaintiff's
3 Exhibit 2, which will be offered. I don't have
4 a copy for you.

5 (Plaintiff's Exhibit No. 2, premarked for
6 identification.)

7 MR. BLEIL: Judge, is this for the entire
8 witness or do I need to re-raise my objections
9 for this document?

10 THE COURT: Just object and I'll -- just
11 go ahead and object. Object to them all;
12 object. What was the last question?

13 MR. BLEIL: No, no, Judge, I just want to
14 --

15 MS. WEINZETL: There was no question, Your
16 Honor.

17 MR. BLEIL: I'm trying to narrow it down,
18 Judge 'cause I have an idea where it's going.
19 Do I have the standing objection?

20 THE COURT: Whatever you'd like. I'm
21 going to make it your play. What would you
22 like?

23 MR. BLEIL: I'd prefer to have the
24 standing objection remaining, but --

25 THE COURT: That's fine.

1 MR. BLEIL: Thanks, Judge.

2 MS. WEINZETL: Your Honor, let the record
3 reflect I'm going to give opposing counsel a
4 photocopy. I didn't have the original prior to
5 day, so it's a photocopy of the certified copy.

6

7 BY MS. WEINZETL:

8 Q. Ms. Stevens, can you identify that
9 document?

10 A. It is a -- the original recorded mortgage.

11 Q. How are you able to identify it as an
12 original?

13 A. The recording information is blue ink.
14 The signature is blue ink.

15 Q. And is this also part the loan that's
16 serviced by AHMSI?

17 A. Yes, the borrower is Rene Cuenca.

18 Q. Do you have any personal knowledge as to
19 whether the Plaintiff also had the note -- the
20 mortgage along with the note prior to filing the
21 complaint?

22 A. It was also an item on the letter dated
23 January -- July prior to the complaint being filed.
24 So it was in possession prior to the complaint.

25 Q. And was there a copy of this also attached

1 to the complaint?

2 A. Yes, ma'am.

3 MS. WEINZETL:Plaintiff offers the mortgage
4 into evidence as Exhibit 2.

5 THE COURT: Admitted.

6 (Plaintiff's Exhibit No. 2, the mortgage,
7 admitted into evidence.)

8 MS. WEINZETL:Thank you.

9 Q. Ms. Stevens, do you know the current
10 status of the loan?

11 A. It's in default from the March 2008
12 payment.

13 Q. And if AHMSI were -- I'm sorry was AHMSI
14 servicing the loan at the time that it went into
15 default?

16 A. No.

17 Q. Do you know who was?

18 A. Citi Residential.

19 Q. All right. Let's say, for example, if
20 AHMSI has been servicing the loan at that time;
21 what would AHMSI's procedures have been once the
22 loan went into default?

23 MR. BLEIL: I think I need to make
24 another objection. I'm sure if speculation is
25 an objection or what it is. But, I say it

1 calls for speculation.

2 THE COURT: No, it's an objection so --

3 MR. BLEIL: And it's preserved. I'm
4 sorry, Judge.

5 THE COURT: Overruled, so overruled.

6 But, she can answer, go ahead.

7 Q. What would AHMSI have done if the loan
8 went into default while it was servicing?

9 A. The borrower would have received a Notice
10 of Intent to Foreclose letter, which included the
11 amount that was due and owing and the -- provided
12 information on how to cure the default.

13 Q. Have you ever worked for any servicer --

14 THE COURT: Hold on a second. Was that done
15 in this case?

16 MS. STEVENS: Yes sir, it was.

17 THE COURT: Okay, so in other words the prior
18 servicer actually did that?

19 MS. STEVENS: Yes, sir.

20 THE COURT: And you saw that?

21 MS. STEVENS: Yes, sir.

22 MR. BLEIL: Ah --

23 THE COURT: What?

24 MR. BLEIL: I won't the legal argument,
25 Judge. You've made your position clear of my

1 preservation of objections.

2 THE COURT: You think so?

3 MR. BLEIL: No, no, no, I was just
4 preserving my objection so I'm not going to --
5 I'm not going to muddy this up now.

6 THE COURT: Go ahead.

7

8 BY MS. WEINZETL:

9 Q. Do you have person knowledge as to whether
10 Citi Residential followed the same procedure that
11 AHMSI follows when a loan goes into default?

12 A. After review of the loans that I've worked
13 for the past almost three years that are -- that
14 were transferred from Citi, it has always been that
15 Citi Residential followed industry standards in
16 regards to noticing borrowers of default.

17 MS. WEINZETL: I'd like to show the witness,
18 Plaintiff's Exhibit 3. I have a copy for you.

19 (Plaintiff's Exhibit No. 3, premarked for
20 identification.)

21 Q. Can you identify that document that
22 document, Ms. Stevens?

23 A. It's a copy of the Notice of Intent to
24 Foreclose letter sent by Citi Residential. It's
25 dated March 21st, 2008.

1 Q. Do you know whether that letter was --

2 A. I'm sorry, May 21st, 2008.

3 Q. Sorry. Do you know whether that letter
4 was sent at or near the time of the default?

5 THE COURT: Hold on one second, please.

6 MS. WEINZETL:Okay.

7 THE COURT: I am sorry, what was the
8 question?

9 MS. WEINZETL:The question was: Do you
10 know whether that letter that letter was sent
11 at or near the time of the default?

12 THE COURT: Well, the only question
13 should is: Did she know?

14 MS. WEINZETL:Right.

15 A. According to the communication log, the
16 letter was sent May 21, 2008. As well as that fact
17 that, the letter exists within the business
18 records. It was sent.

19 Q. Would there ever be an occasion when that
20 letter would be in your business records if it was
21 not sent?

22 A. I have never run across that in 17 years.

23 Q. And is that how long you've been in the
24 industry?

25 A. Yes, ma'am.

1 Q. Do you know whether this letter was made
2 at or -- oh, I'm sorry, was sent by a person who
3 had knowledge of the default?

4 A. The letter is actually generated by the
5 servicing platform. The system that monitors the
6 collection the note. When the loan goes into
7 default the system triggers after a 30-day period
8 for the letter to be sent. It is then sent off the
9 online letter writer.

10 Q. Do you have any knowledge as to whether
11 that was the regular business practice of Citi?

12 A. The review of all the loans, since the
13 loans -- that portfolio was transferred show that,
14 yes, that's the way they did things.

15 Q. Is that the same way that AHMSI does
16 things?

17 A. It's industry standard.

18 Q. And are servicers in the line of business
19 that would require them to regularly send letters
20 like this?

21 A. Yes.

22 Q. In your experience are letters like this
23 sent every time someone goes into default?

24 A. Yes, even if the mortgage doesn't that
25 requirement. Any -- all the servicers I've ever

1 worked for have always sent a default letter.

2 Q. Can you -- are you able to testify within
3 any degree of certainty whether this letter was
4 sent in this case?

5 A. Yes.

6 MS. WEINZETL:Your Honor, Plaintiff offers
7 Exhibit 3 into evidence.

8 THE COURT: Okay, it will be admitted.

9 (Plaintiff's Exhibit 3, Notice of Intent
10 to Foreclose Letter, is admitted into
11 evidence.)

12 THE COURT: We're going to have to find
13 some more time to finish this trial up. I've
14 got all these people here for FWOPS.

15 MS. WEINZETL:We've only got one more
16 exhibit, Your Honor and we'll be done.

17 THE COURT: I understand, but we still
18 have to find more time anyway.

19 MS. WEINZETL:Would you like to wait until
20 you FWOP hearings are done?

21 THE COURT: No, I got a 1:30 -- I got a
22 1:30 calendar.

23 MS. WEINZETL:Okay.

24 THE COURT: I don't know where you came
25 from. I don't know where she came from. But,

1 I don't have -- I don't have time today.

2 MS. WEINZETL: Your Honor, is there anyway
3 you would allow me five minutes just to finish
4 my case in chief so we can conclude?

5 THE COURT: Yeah, we can do that.

6 MS. WEINZETL: Okay.

7 THE COURT: What's this?

8 JUDICIAL ASSISTANT: That was cancelled.

9 THE COURT: Okay, next Friday, December
10 the 23rd.

11 MS. WEINZETL: Would I be permitted to send
12 co-counsel, Your Honor? I have a prepaid
13 vacation.

14 THE COURT: I don't care who comes.

15 MS. WEINZETL: Okay.

16 THE COURT: So --

17 MR. BLEIL: Judge, is there another day
18 we can do that? That's my office holiday
19 party.

20 THE COURT: Yeah, how about -- let's see.
21 Monday's a holiday; Tuesday, the 27th --

22 JUDICIAL ASSISTANT: This one was
23 cancelled.

24 THE COURT: Okay, we have Tuesday, the
25 27th.

1 MS. WEINZETL:I'll make it work, Your
2 Honor.

3 MR. BLEIL: I know I've got other --
4 attend to another trial that day, Judge. Were
5 you looking at the morning or the afternoon?

6 THE COURT: Tell me what you want.

7 MR. BLEIL: I prefer the morning.

8 THE COURT: That's fine.

9 MR. BLEIL: Thanks, Judge.

10 THE COURT: How about 9:30?

11 MR. BLEIL: Sounds great.

12 THE COURT: All right, 9:30 continuation.
13 Well, finish her up.

14 MS. WEINZETL:Thank you.

15 THE COURT: We're here with *Deutsche*
16 *versus Cuenca*. All right, go ahead.

17 MS. WEINZETL:Thank you.

18 THE COURT: Let's finish up. I've got
19 this room full of FWOPs.

20 MS. WEINZETL:Finally, I'd like to show the
21 witness, what's Plaintiff's Exhibit 4.

22 (Plaintiff's Exhibit 4, premarked for
23 identification.)

24

25 BY MS. WEINZETL:

1 Q. Ms. Stevens, can you identify that
2 document?

3 A. It's a loan pay history from origination
4 to present on the loan that we're here about today.

5 Q. Were the entries on that loan pay history
6 made at or near the time that payments were made?

7 A. Yes.

8 Q. And does it also reflect disbursements
9 made?

10 A. Yes, disbursements when they're made in
11 regards to --

12 THE CLERK: Ssh, quiet please.

13 A. -- in regards to taxes, hazard, attorneys'
14 fee, anything.

15 Q. Are the entries on that loan payment
16 history made at or near the time -- or I'm sorry,
17 made by a person with knowledge of each of the
18 entries.

19 A. Yes.

20 Q. Were they made in AHMSI's regular course
21 of business?

22 A. Yes.

23 Q. And is it AHMSI's regular business
24 practice to keep a loan payment history for a loan
25 that it's servicing?

1 A. Yes.

2 Q. Do you keep those loan payment histories
3 for every loan that you service?

4 A. Yes.

5 Q. Have you had a chance to review thoroughly
6 that loan payment history?

7 A. Yes.

8 Q. And does it accurately reflect all the
9 payments and disbursements on this loan?

10 A. Yes.

11 MS. WEINZETL:Your Honor, Plaintiff offers
12 Exhibit 4 into evidence.

13 THE COURT: All right, be admitted.

14 (Plaintiff Exhibit No. 4, loan payment
15 history, is admitted into evidence.)

16 Q. Ms. Stevens, do you know all of the
17 judgment figures -- or all of the figures included
18 on Plaintiff's Proposed Judgment today?

19 A. I have reviewed them, yes. But, I don't
20 know them off the top of my head.

21 MS. WEINZETL:May I show her the copy?

22 THE COURT: Yeah, go ahead.

23 MS. WEINZETL:Thank you.

24 MR. BLEIL: I think I might need to raise
25 an additional objection, that the document was

1 created solely for the purpose of litigation if
2 counsel is going to be showing the witness
3 what's the Final Judgment. But, I don't --

4 THE COURT: I'm sorry. Run that by me
5 again.

6 MR. BLEIL: I made the objection -- well,
7 I'm going to wait until --

8 THE COURT: Everything that is introduced
9 into trials are made for the purposes of
10 litigation. I'm a little confused.

11 MR. BLEIL: The fact that the witness is
12 reviewing what counsel has indicated is a
13 Proposed Final Judgment.

14 THE COURT: Right.

15 MR. BLEIL: I'm objecting to the witness
16 using that to reflect the recollection as the
17 witness reflected.

18 THE COURT: You can -- you can read
19 Ehrhardt. You can use anything, anything to
20 refresh your recollection of a witness.
21 Anything, anything can be used to refresh the
22 recollection of the witness. Chuck Ehrhardt
23 and I happen to be friends. We talk at all the
24 Circuit Judges' conference. We get involved in
25 all kinds interesting philosophical/legal

1 issues. Evidence is one of my favorite
2 subjects. Now, did I saw something that's not
3 true? Of your knowledge of the Evidence Code
4 can anything be used to refresh the
5 recollection of a witness?

6 MR. BLEIL: Well, I think there's a case
7 that does discuss when a document is being used
8 to reflect the -- refresh the recollection is
9 -- I don't want to misquote it, Judge. But, I
10 think it has something to do with if it's
11 created solely for the purposes of litigation
12 that document has -- I think that's
13 admissibility, not refreshing. You're right,
14 Judge.

15 THE COURT: Yeah.

16 MR. BLEIL: Yeah, that's for
17 admissibility not to refresh.

18 THE COURT: Go ahead.

19 MS. WEINZETL: Thank you, Your Honor.
20

21 BY MS. WEINZETL:

22 Q. Ms. Stevens have you had an opportunity to
23 review the document I just handed you?

24 A. Yes, ma'am.

25 Q. And is that the copy that you brought with

1 yourself today?

2 A. Yes ma'am.

3 Q. Are those judgment figures all numbers
4 that you provided directly to me?

5 A. Yes, ma'am.

6 Q. And are they all reflected in the loan
7 payment history?

8 A. Yes, ma'am.

9 Q. Can you please testify for the Court what
10 the principal amount due is?

11 A. \$216,000.

12 Q. All right, and adding in advancements
13 would you please testify for the Court, what the
14 total judgment is that we're seeking here today?

15 A. \$350,782.99

16 MS. WEINZETL: Thank you. Your Honor, no
17 further questions.

18 THE COURT: Okay, we'll pick this up.

19 MR. BLEIL: May I ask, just since we're
20 continuing, can I have copy of what the witness
21 used to refresh her recollection?

22 THE COURT: Sure.

23 MR. BLEIL: But -- but, that's not what the
24 witness is looking at. That one had check marks on
25 it and stuff, Judge.

1 MS. WEINZETL: Yes, it's the same document.

2 MR. BLEIL: I just want to be very clear,
3 Judge. It looks like that one has check marks on
4 it. And I don't think the one Ms. Weinzetl was
5 giving me does. I just want the witness was using
6 to refresh her recollection. It's that simple,
7 Judge.

8 THE COURT: Mr. Bleil, you remind me of
9 Don Quixote. You want to know why you remind me of
10 Don Quixote?

11 MR. BLEIL: How's that?

12 THE COURT: Because you want to fight with
13 windmills. You just want to joust with a windmill.

14 MR. BLEIL: No --

15 THE COURT: She just gave her the Judgment.
16 This lady is an officer of court said, 'I'm showing
17 you a copy of the Proposed Judgment.'

18 And you're saying, 'I don't know about --

19 MR. BLEIL: Judge --

20 THE COURT: If she lied and she gave she
21 something that is not what she purported to be, I'm
22 going to report her to the Florida Bar.

23 MR. BLEIL: Judge, this document has check
24 marks on it. I just want the notation of the check
25 marks. That's all I'm asking for.

1 MS. WEINZETL: Yes, Your Honor --

2 THE COURT: She's just checking the figures.

3 MS. WEINZETL: That's correct.

4 MR. BLEIL: But, I'd like to --

5 MS. WEINZETL: She hand checked the figures and
6 made a little check mark.

7 MR. BLEIL: I would like the check mark,
8 Judge. It comes in my cross. It's all I wanted.
9 It's that simple. It's not that difficult.

10 THE COURT: The check -- those are her check
11 marks.

12 MR. BLEIL: Correct, and she used that
13 document to refresh her recollection. All I ask,
14 is that I be provided a copy of the document.

15 THE COURT: She used, not the checkmark. She
16 used the figures on the document.

17 MR. BLEIL: She used the document with the
18 checkmark though, Judge. I just want to be clear.

19 THE COURT: Ma'am, what was it you looked at
20 to refresh your recollection?

21 MS. STEVENS: The servicing system and this
22 document.

23 THE COURT: Did the checkmarks help you to
24 testify or was it the numbers?

25 MS. STEVENS: The numbers.

1 THE COURT: You can make a copy of it for
2 him.

3 MS. WEINZETL: Okay.

4 THE COURT: All right.

5 MS. WEINZETL: Thank you, Your Honor. Plaintiff
6 rests.

7 (Plaintiff rests.)

8 THE COURT: It's been a real education.

9 MR. BLEIL: Judge, should I bring my -- want
10 me to bring the motion at the close of evidence now
11 or should I wait to the next session, Judge?

12 THE COURT: I don't know if they're finished.
13 Are you finished? Do you have all your --

14 MS. WEINZETL: Yes, Your Honor.

15 THE COURT: You done?

16 MS. WEINZETL: Yes.

17 MR. BLEIL: In the interest of time Judge, if
18 you'd like I can reserve my Motion to Dismiss.

19 THE COURT: Go ahead, make that motion.

20 MR. BLEIL: The Defendant moved to dismiss in
21 the light of the fact that the Plaintiff has failed
22 to prove -- in the light of the fact that the
23 Plaintiff has failed to prove their *prima facie*
24 case in chief. Moreover, based upon a review of
25 90.803(6) and the relevant case law which I'd be

1 happy to cite and proffer.

2 THE COURT: 98.05?

3 MR. BLEIL: 90 803 -- 90.803 --

4 THE COURT: 90.803 which is the Hearsay Rule?

5 MR. BLEIL: Which is the Business Records

6 Exception to the Hearsay Rule.

7 THE COURT: Right.

8 MR. BLEIL: That the witness's testimony
9 failed to comport and comply with the requirements
10 of the -- of the statute or --

11 THE COURT: Judicial Statute.

12 MR. BLEIL: -- the statute itself and also
13 the body of case law in support of that statute.

14 THE COURT: Okay. Denied. Have a nice day.

15 MR. BLEIL: Thanks, Judge.

16 MS. WEINZETL: Thank you. By the way before
17 this lady leaves -- come back ma'am. Excuse me,
18 because she's not going to be here next week,
19 correct? Oh, she will be.

20 MR. BLEIL: Yeah.

21 THE COURT: I have one question.

22 MS. STEVENS: Yes, sir.

23 THE COURT: Can you look at your documents
24 and tell me when this loan was taken out?

25 MS. STEVENS: November 2005.

1 THE COURT: Okay, and when was -- from your
2 documents when did the loan go in default?

3 MS. STEVENS: March 1st, 2008.

4 THE COURT: Okay, thank you. Have a nice
5 day.

6 (Court was recessed at 11:08 AM on
7 December 16, 2011 to be resumed at 9:30 AM on
8 December 27, 2011.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I, Carlos A. Rugel, Certified Electronic Reporter, do hereby certify that I transcribed the electronic notes of Gerardo Quintana of the hearing before the Honorable Michael Genden; and that the foregoing transcript, pages 1 through 73, inclusive, is a true transcript of said notes to the best of my ability.

I FURTHER CERTIFY that I am not a relative, employee, or attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 21st day of December, 2011 in Miami-Dade County, Florida.

Carlos A. Rugel

\$	<p>2012 [3] - 16:25, 17:2, 17:4</p> <p>21 [1] - 58:16</p> <p>21st [2] - 57:25, 58:2</p> <p>22 [1] - 32:15</p> <p>23rd [1] - 61:10</p> <p>27 [1] - 72:8</p> <p>27th [3] - 13:3, 61:21, 61:25</p>	<p>acronym [1] - 36:18</p> <p>act [1] - 15:19</p> <p>action [2] - 15:20, 28:11</p> <p>active [1] - 36:12</p> <p>adding [1] - 67:12</p> <p>additional [1] - 64:25</p> <p>address [2] - 8:8, 16:6</p> <p>addressed [2] - 5:13, 16:3</p> <p>adjustable [1] - 38:8</p> <p>admissibility [3] - 47:10, 66:13, 66:17</p> <p>admitted [8] - 46:20, 47:7, 50:6, 55:7, 60:8, 60:10, 64:13, 64:15</p> <p>Admitted [2] - 47:4, 55:5</p> <p>admitting [2] - 47:12, 47:13</p> <p>admonish [1] - 5:24</p> <p>advancements [1] - 67:12</p> <p>affected [2] - 17:11, 31:12</p> <p>affidavits [1] - 26:23</p> <p>afternoon [1] - 62:5</p> <p>Agent [1] - 45:12</p> <p>agent [1] - 36:22</p> <p>agree [5] - 21:12, 22:22, 26:5, 33:21, 45:15</p> <p>agreed [1] - 20:24</p> <p>Agreement [10] - 12:9, 12:11, 17:22, 17:25, 19:11, 28:14, 28:16, 30:9, 30:13, 31:6</p> <p>agreement [1] - 20:13</p> <p>ahead [22] - 16:14, 20:4, 20:7, 21:11, 22:24, 23:7, 25:11, 33:23, 34:23, 35:4, 37:4, 39:22, 41:1, 46:8, 48:14, 53:11, 56:6, 57:6, 62:16, 64:22, 66:18, 70:19</p> <p>AHMSI [13] - 36:18, 36:20, 41:5, 42:4, 46:2, 46:9, 54:16, 55:13, 55:20, 56:7, 57:11, 59:15</p> <p>AHMSI's [3] - 55:21, 63:20, 63:23</p> <p>alert [1] - 5:24</p> <p>Allegedly [1] - 7:20</p> <p>allow [7] - 14:23, 22:4, 22:8, 22:19, 23:15, 51:17, 61:3</p> <p>allowing [1] - 24:7</p>	<p>Almaguer [1] - 4:23</p> <p>almost [1] - 57:13</p> <p>altogether [1] - 11:14</p> <p>AM [2] - 72:6, 72:7</p> <p>American [5] - 36:6, 36:8, 36:16, 42:13, 45:23</p> <p>amount [2] - 56:11, 67:10</p> <p>answer [7] - 5:9, 9:5, 34:4, 41:1, 42:10, 42:24, 56:6</p> <p>answered [1] - 5:20</p> <p>answers [2] - 36:14, 36:15</p> <p>Antonio [1] - 4:3</p> <p>anyway [2] - 60:18, 61:2</p> <p>appeal [2] - 33:19, 44:12</p> <p>Appeal [2] - 23:13, 24:25</p> <p>appear [2] - 10:6, 52:19</p> <p>Appellate [1] - 32:5</p> <p>applicable [1] - 52:3</p> <p>applies [2] - 15:14</p> <p>apply [1] - 15:22</p> <p>appropriate [1] - 36:18</p> <p>appropriately [1] - 10:11</p> <p>Area [1] - 36:11</p> <p>argues [1] - 10:17</p> <p>argument [6] - 10:17, 15:4, 17:20, 32:20, 33:21, 56:24</p> <p>asserted [3] - 41:13, 44:4, 46:22</p> <p>Asset [2] - 12:8, 12:10</p> <p>assets [2] - 13:16, 17:11</p> <p>Assets [1] - 36:11</p> <p>assigned [1] - 16:10</p> <p>Assignment [3] - 28:10, 30:9, 31:1</p> <p>assignment [4] - 12:6, 28:19, 30:22, 31:3</p> <p>assist [1] - 21:22</p> <p>assistance [1] - 21:5</p> <p>ASSISTANT [2] - 61:8, 61:22</p> <p>assisting [1] - 39:16</p> <p>assists [1] - 12:12</p> <p>associate [1] - 4:24</p> <p>assume [1] - 17:17</p> <p>attached [4] - 30:10, 52:17, 52:22, 54:25</p> <p>attend [1] - 62:4</p> <p>attorney [1] - 43:24</p>	<p>Attorney [1] - 36:25</p> <p>attorneys' [1] - 63:13</p> <p>Audit [1] - 27:23</p> <p>audits [1] - 27:13</p> <p>authenticity [3] - 40:15, 40:25, 47:21</p> <p>automatically [1] - 38:16</p> <p>Avenue [1] - 13:3</p> <p>Ayala [3] - 4:3, 19:1, 19:5</p>
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