

IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY, PENNSYLVANIA

DEUTSCHE BANK NATIONAL TRUST)
COMPANY, AS TRUSTEE FOR SOUNDVIEW)
HOME LOAN TRUST 2006-WF2)

- vs -

) NO. 08-3089
)
)

CHARLENE SMITH)

- - -

FEBRUARY 22, 2010

- - -

Oral deposition of FRANCIS S. HALLINAN,
ESQUIRE, held in the law offices of LANGER GROGAN &
DIVER P.C., 1717 Arch Street, Suite 4130,
Philadelphia, PA 19103, on the above date, beginning
at approximately 9:30 a.m., before McKinley Wise, a
Registered Professional Reporter and an approved
Reporter of the United States District Court.

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23 ALSO PRESENT:
24 JOHN BROGAN

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1 (By agreement of counsel, the sealing,
2 certification, and filing are waived; and all
3 objections, except as to the form of the
4 question, are reserved until the time of
5 trial.)
6 ---
7 THE COURT REPORTER: Counsel for the
8 witness, are there any statements or
9 stipulations for the record?
10 MR. BART: Are we doing usual stips?
11 MR. ACKELSBURG: That's fine with me.
12 MR. BART: That's fine with me, too.
13 MR. REICHNER: That's fine.
14 THE WITNESS: What does that mean?
15 MR. BART: That means the objections
16 are reserved. In other words, I can object,
17 but I don't waive any objections by not
18 raising one as to form or other aspects.
19 Basically, you also reserve the right to read
20 and sign your deposition transcript.
21 Am I missing one?
22 MR. BROGAN: I think -- I'm not sure.
23 You said it -- as I understand it, my
24 understanding is that all objections are

1 Company, as trustee for Soundview Home Loan
 2 Trust 2006-WF2.
 3 BY MR. ACKELSBURG:
 4 Q. Okay. And you're reading from the case
 5 information report, the referral?
 6 A. Yes. Page 47.
 7 Q. So as far as you know, you were hired
 8 directly by Wells Fargo, not by someone else on
 9 behalf of Wells Fargo?
 10 A. That's correct.
 11 MR. ACKELSBURG: And thanks for the
 12 help, Hank.
 13 MR. REICHNER: Sorry.
 14 MR. ACKELSBURG: Don't apologize.
 15 You're a help.
 16 Let's make the document that you just
 17 showed us -- this will be Hallinan 3.
 18 ---
 19 (Whereupon, Exhibit H-3 was marked for
 20 identification.)
 21 ---
 22 MR. REICHNER: For the record, I had a
 23 copy that was presented today. I just wasn't
 24 sure what the entirety of the exhibit was.

1 MR. ACKELSBURG: Pages 1 through 8 of a
 2 document that begins "Case Information
 3 Report."
 4 MR. REICHNER: There should be a number
 5 at the lower right-hand --
 6 MR. ACKELSBURG: And it's numbered 47
 7 through 54.
 8 MR. REICHNER: Thank you.
 9 BY MR. ACKELSBURG:
 10 Q. Now, in looking at Exhibit 3, is this
 11 something that was a printout of information on a
 12 computer?
 13 A. Yes, sir.
 14 Q. And did the referral in this case
 15 arrive from Wells Fargo to your firm electronically?
 16 A. Yes, sir.
 17 Q. And is there a particular -- tell me
 18 how it arrives. Is it an e-mail or is it some other
 19 way? How does the referral get from Wells to
 20 Phelan?
 21 MR. BART: Objection to the form.
 22 A. I don't know. Electronically, it comes
 23 over. I don't know if that's in the form of an
 24 e-mail or some other electronic device.

1 BY MR. ACKELSBURG:
 2 Q. So the communications with the client,
 3 that's not part of what is under your knowledge as
 4 the administrative partner?
 5 A. Yes, that would be under my
 6 jurisdiction, but I don't know the specifics of how
 7 that electronically comes over to my firm. I have a
 8 computer department and I have a referral department
 9 that would handle that kind of day-to-day
 10 interaction.
 11 Q. Okay. While we're at it, I'm going to
 12 show you another exhibit.
 13 MR. ACKELSBURG: Make this 4.
 14 ---
 15 (Whereupon, Exhibit H-4 was marked for
 16 identification.)
 17 ---
 18 BY MR. ACKELSBURG:
 19 Q. Now, I'm going to show you a printout
 20 that I just made, the firm Web site. Do you
 21 recognize it?
 22 A. I know at one point this was on our Web
 23 sit. I don't know if this is on our Web site any
 24 longer. It refers to 2008.

1 Q. Well, you see the printout at the
 2 bottom? You see that; right? I mean, I'm not --
 3 MR. BART: That doesn't mean that it is
 4 current, but I think he answered the question,
 5 anyway.
 6 BY MR. ACKELSBURG:
 7 Q. If you look at the paragraph in the
 8 middle that starts, "Both offices are completely
 9 computerized," do you see that?
 10 A. Yes.
 11 Q. And it says that the offices are
 12 completely computerized, provide monthly status
 13 reports, and utilize every case management and
 14 invoice reporting systems used by the industry" and
 15 then it gives the names of various industry systems.
 16 Do you see that?
 17 A. I do.
 18 Q. Now, can you tell me if Exhibit 3 --
 19 let me ask the question another way. Do you know if
 20 you, in respect to your Wells Fargo cases, are using
 21 any of the reporting systems that are listed there?
 22 MR. REICHNER: Object to the form.
 23 BY MR. ACKELSBURG:
 24 Q. Do you know?

1 A. I don't know with specificity. I
2 believe that a case system is used. Which one, I
3 don't know.
4 Q. Now, looking back at Exhibit 3, you
5 can't tell which case system this is?
6 A. I'm paging through it to see whether or
7 not there might be something on it, and there's
8 nothing jumping out on this document.
9 Q. What would be the department that would
10 be able to tell me what system this exhibit is --
11 what's the software that supports it?
12 MR. BART: Assuming there's any
13 relevance to that question?
14 MR. ACKELSBURG: Yes.
15 MR. BART: All right. You can answer.
16 A. I would think the computer department
17 would know.
18 BY MR. ACKELSBURG:
19 Q. Okay. Now, looking at -- I mean, I've
20 just seen this document for the first time today, so
21 I apologize for perhaps taking more time than would
22 otherwise be necessary. But just looking at the
23 case information report, can you tell what date the
24 case was referred from Wells Fargo to Phelan?

1 MR. BART: I'm going to make the same
2 objection.
3 MR. ACKELSBURG: He already said he's
4 trying to keep to the client's time frames.
5 MR. BART: That's correct. And that's
6 as far as I'm going to let him go. What does
7 that have to do with the circumstances
8 surrounding the preparation and execution of
9 the assignment of mortgage, the attorney's
10 fees and title charges and the reinstatement
11 sums, which are the three questions that have
12 him here today?
13 BY MR. ACKELSBURG:
14 Q. When a case report is sent from -- the
15 referral is sent from Wells Fargo to your office --
16 and this one we're presuming was received on
17 December 10th, 2007 -- to which person or to which
18 department -- what happens after this is received?
19 A. A physical file is opened and the
20 information from the case information report is
21 typed into our computer system.
22 Q. And who does that? I mean, can you
23 tell from this document who did it?
24 A. I can't.

1 A. Well, it indicates that it was opened
2 12/10/2007.
3 Q. And by opened date, then that would
4 mean the date that Wells first told the firm to
5 start work on this case?
6 A. That's my understanding.
7 Q. You mentioned before in describing your
8 duties as administrative partner that one of your
9 responsibilities is trying to keep to the client's
10 time frames; correct?
11 A. That's correct.
12 Q. So assuming this case was received on
13 December 10th, 2007, what time frame would you be
14 operating under?
15 MR. BART: Objection.
16 Don't answer that question.
17 Where does that have any relevance
18 whatsoever to this case, this case, not --
19 what time frames he gives to his client?
20 BY MR. ACKELSBURG:
21 Q. When you get a file on December 10th,
22 2007, are you operating under any expectation from
23 Wells Fargo with how quickly that foreclosure is
24 processed?

1 Q. But who is supposed to do it? You
2 know, is there a person? Is there a department?
3 A. Our referral department would do that.
4 Q. Okay. And I assume that's not lawyers
5 who are doing that work?
6 A. That's correct.
7 Q. And so after the physical file is
8 created, what's supposed to happen next?
9 MR. BART: Objection. I'm not going to
10 let him --
11 BY MR. ACKELSBURG:
12 Q. Or what happened next in this case?
13 MR. BART: Hold on. Let me -- I mean,
14 it may be that we're going to need a judicial
15 ruling, because if you're going to try to make
16 this deposition about what is the practice and
17 procedure of Phelan Hallinan & Schmiegel when it
18 receives a referral from its client to bring a
19 case all the way up to the trial of the case,
20 we're just not going to do it.
21 MR. ACKELSBURG: Do you agree that what
22 they do up until the time they file an
23 assignment is relevant in this case?
24 MR. BART: Only inasmuch as it relates

1 January of 2008, you were still billing for
2 assignment work?

3 A. And whether or not that bill was
4 appropriate at that time, I don't know. I don't
5 know whether or not Wells had already issued its
6 directive not to bill for an assignment and my
7 billing department did not bill properly or whether
8 or not the directive was issued after that bill was
9 generated. Today, Wells does not allow its
10 foreclosure firm in Pennsylvania to bill an
11 assignment fee.

12 Q. But they still expect you to prepare it
13 and file it?

14 A. That's correct.

15 Q. And are they asking you to absorb the
16 filing fees as well?

17 A. Fortunately, no. The recording cost
18 continues to be billed passable on to the mortgage
19 company.

20 Q. So in terms of this bill, you could
21 still bill for the \$51 cost, but you can't bill for
22 the \$100 in work?

23 A. That's correct. If this was generated
24 today, that's correct.

1 Q. The assignment was prepared, I believe
2 you said, by the -- was that the preforeclosure
3 area?

4 A. Customarily, it's prepared by the
5 preforeclosure area.

6 Q. Why don't we look at the assignment,
7 and we'll make this 9.

8 ---
9 (Whereupon, Exhibit H-9 was marked for
10 identification.)

11 ---
12 BY MR. ACKELSBURG:

13 Q. Now, is there any way that you can tell
14 from your documents or from your review of the file
15 who actually prepared this document, the assignment
16 of mortgage?

17 A. I don't know.

18 Q. Now, am I right that your firm prepared
19 this assignment because no document turned up in the
20 title work establishing that Deutsche Bank National
21 Trust Company as trustee for Soundview 2006-WF2
22 trust was the party who had the right to foreclose
on Charlene Smith's home?

24 MR. BART: Objection to the form.

1 BY MR. ACKELSBURG:

2 Q. Well, I'll ask you the question again
3 without such -- we know we're talking about the
4 Soundview trust, and I don't need to say it every
5 time; right?

6 A. No. No.

7 Q. Okay. So am I right that your firm
8 prepared this assignment of mortgage and that you
9 executed it -- and you did execute it; right?

10 A. I did. That's my signature.

11 Q. So your firm prepared this assignment
12 of mortgage and you executed it, because based on
13 your review of the title work, there was no document
14 of record establishing the trust as the party who
15 has the right to foreclose on Charlene Smith's home?

16 MR. BART: Object to the form again.

17 You can answer.

18 A. I would like to answer -- instead of a
19 yes or no, I'd like to explain what we did.

20 BY MR. ACKELSBURG:

21 Q. Go ahead.

22 A. Okay. Referring back to H-3, the
23 referral, we are getting instructions from Wells
24 Fargo to bring the action in the name of Deutsche

1 Bank National Trust Company as trustee. That
2 referral is used and reviewed with H-5 and/or H-7,
3 the title report or the Quick Search, to determine
4 who the last holder of the mortgage is. H-5 and H-7
5 both indicate that the mortgage that we've been
6 instructed to foreclose under, the last holder of
7 the mortgage is MERS as a nominee for Alta Financial
8 Mortgage. The last holder of the mortgage is
9 therefore different than the beneficiary which Wells
10 wants us to bring the action in the name of. A
11 determination is then made that an assignment is
12 needed and the document H-9 is prepared.

13 Q. And the assignment, H-9, is what,
14 according to the complaint your office eventually
15 filed in court, gives the trust the right to
16 foreclose; right?

17 MR. BART: Objection. You're -- I
18 mean, he's answered the question factually.
19 You're asking for a legal conclusion. You'll
20 make your arguments in court. He's not here
21 to answer legal questions.

22 MR. ACKELSBURG: I know.

23 BY MR. ACKELSBURG:

24 Q. You can answer that.

1 MR. BART: No, you can't answer that
2 question. Instruct not to answer.
3 BY MR. ACKELSBURG:
4 Q. The form used for H-9, the assignment
5 of mortgage --
6 A. Yes.
7 Q. -- who drafted that form?
8 A. It's a form which we've used for many
9 years and we have tweaked the forms -- the form over
10 the years. So I don't know who originally drafted
11 this assignment of mortgage form.
12 Q. Now, by "we," do you mean the Phelan
13 law firm?
14 A. Yes. I would say as different cases
15 have come in, as maybe the laws have changed, we've
16 looked over our different forms, our different
17 motions, our different briefs, and we've refined and
18 tweaked our forms, motions, and briefs accordingly.
19 Q. And you've already told us that this is
20 your signature on H-9; right?
21 A. That's correct.
22 Q. Do you have any memory of signing H-9
23 as opposed to some other assignment?
24 A. I don't.

1 could that affect his prior answer?
2 MR. ACKELSBURG: It might affect his
3 memory of this particular transaction.
4 MR. BART: So you're trying to jog his
5 memory that he doesn't remember signing this?
6 Is that --
7 MR. ACKELSBURG: I don't know what his
8 answer is going to be. It's a completely
9 appropriate question.
10 MR. BART: Well, you're saying that
11 without being able to articulate a reason for
12 asking the question.
13 BY MR. ACKELSBURG:
14 Q. You can answer the question now.
15 A. I don't recall specifically signing
16 this document.
17 Q. And during January of 2008, were you
18 signing these in the regular course of your work in
19 the firm?
20 A. Yes. As a need would come up for an
21 assignment to be executed, I would review it and
22 sign it.
23 Q. Would you ordinarily sign several
24 assignments at one time?

1 Q. How many assignments do you sign in a
2 given week?
3 A. Now I don't sign any assignments.
4 Q. Why is that?
5 A. Our inhouse counsel, Judy Romano, now
6 has that responsibility.
7 Q. How many does she sign a week?
8 A. I don't know.
9 Q. Well, when you did have signing
10 authority, how many were you signing a week?
11 MR. BART: Why is that relevant? Why
12 is it relevant how many he signed a week? He
13 testified he signed this. That's his
14 signature.
15 MR. ACKELSBURG: Well, he said it's his
16 signature. He doesn't remember it.
17 MR. BART: Right. But he can identify
18 his signature, and he has. So what probative
19 value is there?
20 MR. ACKELSBURG: Are you asking him not
21 to --
22 MR. BART: No. I'm asking -- well, I
23 may. But I'm asking, what is the purpose of
24 asking him how many he signed in a week? How

1 A. I could.
2 Q. At that time in January of 2008, am I
3 right that a number of lawyers had signing authority
4 in the firm?
5 A. And still do, yes.
6 Q. How would you have come to be the
7 person signing this particular file? Do you have
8 someone signs all of them on a particular day or
9 someone who happens to be walking by? I mean, how
10 did your signature come to appear on this document?
11 A. I probably was in the office and
12 available and therefore it was presented to me.
13 Q. So the document is prepared by the
14 preforeclosure area; correct?
15 A. Yes.
16 Q. Not a lawyer?
17 A. Not a lawyer, that's correct.
18 Q. So then the preforeclosure area has to
19 find a lawyer to sign whether it's one assignment or
20 five assignments or 10 assignments; correct?
21 A. They have to find someone who has the
22 signing authority to execute the document.
23 Q. And the person who signs is really
24 probably just a question of who happens to be

1 available at that time?
 2 A. Yes.
 3 Q. The notary in this particular case was
 4 someone named Thomas Strain. Do you see that?
 5 A. I do.
 6 Q. As of the date of this assignment in
 7 January of '08, was Mr. Strain an employee of the
 8 law firm, of Full Spectrum, of Land Title, any one
 9 of the Phelan companies?
 10 A. Yes.
 11 Q. Which company was he an employee of?
 12 A. At that time, I believe it was Full
 13 Spectrum.
 14 Q. So that meant he worked on Fellowship
 15 Road in New Jersey?
 16 A. That's correct.
 17 Q. So the preforeclosure area of the
 18 firm -- I assume when we talk about the firm, we're
 19 talking about the firm around the corner on JFK
 20 Boulevard. Is that where the preforeclosure area is
 21 located?
 22 A. For the Pennsylvania department?
 23 Q. Yes.
 24 A. Yes.

1 Q. Okay. And so when you said you would
 2 have signed this document because you were
 3 available, you would have meant that you would have
 4 been physically in the JFK Boulevard, Philadelphia,
 5 office at the time that the preforeclosure area
 6 needed a lawyer to sign it; right?
 7 A. No.
 8 Q. Well, then maybe I'm just not
 9 understanding the work flow. So the preforeclosure
 10 area, that's here in Philly on JFK Boulevard; right?
 11 A. That's correct.
 12 Q. This assignment would have been
 13 prepared here in Philly; right?
 14 A. Might have been, yes.
 15 Q. Well, could it be produced any other
 16 place?
 17 A. It could have been printed out in New
 18 Jersey and then asked for me to sign it there.
 19 Q. Okay. So you might have signed it in
 20 Philly or you might have signed it -- you had the
 21 capability to print this out in New Jersey?
 22 A. Absolutely. And we have a runner that
 goes between both offices, also, so --
 24 Q. Now, Mr. Strain, he worked in New

1 Jersey. Would he make a special trip to
 2 Pennsylvania to notarize your signature?
 3 A. No.
 4 Q. So he would have notarized this in New
 5 Jersey?
 6 A. Most likely, yes.
 7 MR. REICHNER: Object to the form.
 8 BY MR. ACKELSBURG:
 9 Q. But you don't know where you signed it,
 10 whether it was in New Jersey or Philadelphia?
 11 A. That's correct.
 12 Q. You've signed them in both places?
 13 A. That's correct.
 14 MR. BART: "Them" being assignments
 15 generally?
 16 MR. ACKELSBURG: No. "Them" being
 17 Pennsylvania assignments in general.
 18 THE WITNESS: Possibly. I don't know.
 19 BY MR. ACKELSBURG:
 20 Q. Is it possible that you signed this
 21 assignment of mortgage or perhaps a group -- you
 22 know, a batch of assignments of mortgage and that
 23 the runner that you described then sent it over to
 24 New Jersey for Mr. Strain to notarize? Is that

1 possible?
 2 A. Could you rephrase the question?
 3 Q. Is it possible that you signed this in
 4 -- well, let me strike that.
 5 When you did sign them in Philadelphia
 6 in this time period, Mr. Strain would not have been
 7 in the Philadelphia office when you signed them in
 8 Philadelphia. Am I right?
 9 A. That's correct.
 10 Q. So in those cases, the assignments
 11 would be couriered to the Mt. Laurel office in New
 12 Jersey for Mr. Strain to notarize them; correct?
 13 MR. BART: Aren't you making sort of a
 14 leap here? You're skipping a step.
 15 MR. ACKELSBURG: Well, maybe I am.
 16 BY MR. ACKELSBURG:
 17 Q. Tell me what I'm missing.
 18 A. If I'm in New Jersey and an assignment
 19 needs to be signed, it may be printed in New Jersey
 20 and I may sign it and it may get notarized and I
 21 finish my day in Pennsylvania and I may bring the
 22 documents over myself. Or if I'm not going to
 23 Pennsylvania that particular day, the courier very
 24 well may bring it from New Jersey back to

1 available at that time?
 2 A. Yes.
 3 Q. The notary in this particular case was
 4 someone named Thomas Strain. Do you see that?
 5 A. I do.
 6 Q. As of the date of this assignment in
 7 January of '08, was Mr. Strain an employee of the
 8 law firm, of Full Spectrum, of Land Title, any one
 9 of the Phelan companies?
 10 A. Yes.
 11 Q. Which company was he an employee of?
 12 A. At that time, I believe it was Full
 13 Spectrum.
 14 Q. So that meant he worked on Fellowship
 15 Road in New Jersey?
 16 A. That's correct.
 17 Q. So the preforeclosure area of the
 18 firm -- I assume when we talk about the firm, we're
 19 talking about the firm around the corner on JFK
 20 Boulevard. Is that where the preforeclosure area is
 21 located?
 22 A. For the Pennsylvania department?
 23 Q. Yes.
 24 A. Yes.

1 Jersey. Would he make a special trip to
 2 Pennsylvania to notarize your signature?
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 5 Jersey?
 6 A. Most likely, yes.
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 24 New Jersey for Mr. Strain to notarize? Is that

1 Q. Okay. And so when you said you would
 2 have signed this document because you were
 3 available, you would have meant that you would have
 4 been physically in the JFK Boulevard, Philadelphia,
 5 office at the time that the preforeclosure area
 6 needed a lawyer to sign it; right?
 7 A. No.
 8 Q. Well, then maybe I'm just not
 9 understanding the work flow. So the preforeclosure
 10 area, that's here in Philly on JFK Boulevard; right?
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 13 prepared here in Philly; right?
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 16 place?
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 14 leap here? You're skipping a step.
 15 MR. ACKELSBURG: Well, maybe I am.
 16 BY MR. ACKELSBURG:
 17 Q. Tell me what I'm missing.
 18 A. If I'm in New Jersey and an assignment
 19 needs to be signed, it may be printed in New Jersey
 20 and I may sign it and it may get notarized and I
 21 finish my day in Pennsylvania and I may bring the
 22 documents over myself. Or if I'm not going to
 23 Pennsylvania that particular day, the courier very
 24 well may bring it from New Jersey back to

1 Pennsylvania. Customarily, at that particular point
 2 in time, I would start my day in New Jersey and
 3 finish my day in Pennsylvania.
 4 Q. But I believe you testified there were
 5 times you were at the Philadelphia office and you'd
 6 be available to sign assignments; right? That
 7 happened, too?
 8 A. Yes.
 9 Q. You don't know whether you signed this
 10 in Philadelphia or New Jersey, am I right, in this
 11 particular case?
 12 A. I don't specifically recall this
 13 assignment. I can't answer that.
 14 Q. Okay. So you told us what would have
 15 happened if you were in New Jersey and had signed
 16 this, but now I'm focusing on the other alternative,
 17 that you signed this in Philadelphia. If you signed
 18 it in Philadelphia, how would it get to Mr. Strain
 19 for his notarization?
 20 MR. BART: Objection. He didn't
 21 testify that that ever happened. If you want
 22 to lay the framework --
 23 MR. ACKELSBURG: I'd be more than happy
 24 to.

1 Q. Neither your signature nor Mr. Strain's
 2 signature has a handwritten date. Am I right?
 3 A. That's correct.
 4 Q. Is there anything on the document that
 5 would tell you when the document was signed by you
 6 and when it was signed by Mr. Strain?
 7 A. Anything on this document?
 8 Q. Yes.
 9 MR. BART: You're saying other than the
 10 preprinted -- I mean, you're --
 11 MR. ACKELSBURG: Well, that was done by
 12 a computer. I'm just --
 13 MR. BART: Right.
 14 MR. ACKELSBURG: But there might be
 15 some other sign on here --
 16 MR. BART: Again, that's argument, I
 17 mean, but if you want to say other than that,
 18 is there any other evidence other than that,
 19 he certainly can answer that question.
 20 MR. ACKELSBURG: Yes.
 21 THE WITNESS: On the document itself,
 22 no, I don't -- I don't see any other date.
 23 Whether or not there is something in the
 24 computer system which indicates this document

1 MR. BART: All right. Thank you.
 2 BY MR. ACKELSBURG:
 3 Q. During this point in time, were there
 4 any other notaries that were notarizing mortgage --
 5 A. I have about 30 inhouse notaries in
 6 Pennsylvania and also in New Jersey, if not more.
 7 Q. I'm just talking about assignments of
 8 mortgage in January of 2008. Was anyone else
 9 acknowledging as a notary assignments of mortgage
 10 prepared by the Phelan firm in January of 2008?
 11 A. I'm sure there -- there were others.
 12 That's why we have so many notaries.
 13 Q. I'm asking whether you remember any
 14 other notary other than Thomas Strain during this
 15 time period acknowledging assignments of mortgage.
 16 A. I don't specifically recall.
 17 Q. Is it possible that in this case that
 18 you signed the mortgage in Philadelphia and it was
 19 couriered over to Mr. Strain in New Jersey for him
 20 to notarize? Is that possible?
 21 A. It's unlikely, but it's possible.
 22 Q. Now, the January 8th date on Exhibit 9
 23 is generated by a computer. Am I right?
 24 A. It looks that way, yes.

1 was created on January 8th, I don't know.
 2 I've not looked at the computer notes and I
 3 don't know if the computer notes are
 4 available.
 5 BY MR. ACKELSBURG:
 6 Q. Well, let me ask you about the computer
 7 notes. When various activities are done in a
 8 particular case -- and we've mentioned a few of
 9 them. The referrals come in. The Quick Search is
 10 ordered. The full title search is ordered. An
 11 assignment is prepared. I mean, do you require the
 12 people doing those activities to enter anything on
 13 the firm computer system?
 14 A. Yes. A chronology is kept.
 15 Q. So that way, you have the ability to
 16 track what's happening with a case and where it is?
 17 A. That's correct, yes.
 18 Q. And so there would be a chronology
 19 available for the Charlene Smith case?
 20 A. On the computer?
 21 Q. Yes.
 22 A. That's my understanding.
 23 MR. ACKELSBURG: And I would ask that
 24 to be produced.

1 MR. BART: Well, I understand. I would
2 prefer, of course, that it be followed up in
3 writing and therefore we can address any
4 issues that may exist.
5 MR. ACKELSBERG: All right. That's
6 fine.
7 BY MR. ACKELSBERG:
8 Q. So I want to tie this up, and maybe
9 we're getting close to -- and I'm getting hungry. I
10 don't know about you, but --
11 A. I'm fine. I'd like to keep going.
12 Q. You'd like to keep going. I mean, I'm
13 all right, too.
14 A. I would like to keep going.
15 MR. ACKELSBERG: Do you want to keep
16 going?
17 Let's take a recess.
18 ---
19 (Whereupon, a short recess was taken.)
20 ---
21 BY MR. ACKELSBERG:
22 Q. All right. I'm going to refer to a
23 couple of exhibits. First look at Exhibit 3, the
24 case information report.

1 A. Yes.
2 Q. The Deutsche Bank Trust Company for the
3 particular trust is listed as beneficiary. Do you
4 see that?
5 A. Yes.
6 Q. Now, what's your understanding of what
7 that term means, "beneficiary," on this form?
8 A. Simply to bring the action in the name
9 of the beneficiary, Deutsche Bank National Trust
10 Company.
11 Q. And so that's all it means to you, just
12 file a case -- I mean, they don't say like the
13 plaintiff. They say the beneficiary.
14 A. Yes.
15 MR. BART: Is there a question?
16 MR. ACKELSBERG: I was about to.
17 BY MR. ACKELSBERG:
18 Q. So what's your understanding of the
19 word "beneficiary" there?
20 MR. BART: He just answered the
21 question. What are you asking? You asked the
22 same question. Why don't you rephrase the
23 question.
24

1 MR. ACKELSBERG: I think he can answer
2 it. We'll save time if you'll just let him
3 answer the question.
4 MR. BART: He answered the question.
5 BY MR. ACKELSBERG:
6 Q. They don't use the term "plaintiff"
7 there; right?
8 A. It's my understanding from this
9 referral that Wells Fargo is indicating that
10 foreclosure should be named in -- the plaintiff in
11 the foreclosure should be Deutsche Bank National
12 Trust Company, that they currently -- I believe that
13 they currently have the mortgage obligation.
14 Therefore, we should name them as plaintiff.
15 Q. So your understanding of "beneficiary"
16 is this is the entity to whom the underlying
17 obligation is actually owed, according to Wells
18 Fargo?
19 A. That the mortgage rights would be in
20 the name of Deutsche Bank National Trust Company.
21 Q. Is another way of saying that the owner
22 of the mortgage itself would be this particular
23 trust?
24 A. Yes, sir.

1 Q. Now, if you would, I'd ask you to get
2 the full title search and the Quick Search so we can
3 look at them together. One's Exhibit 5 and one's
4 Exhibit 7.
5 A. Okay.
6 Q. Now, as I recall what you told us
7 before, it's the Quick Search that triggers the
8 preparation of the complaint and sometimes it
9 triggers the preparation of an assignment even
10 before that; right?
11 A. Yes.
12 Q. It's the Quick Search, not the full
13 title search, ordinarily that triggers that?
14 A. Again, it depends on what is in the
15 physical file. If both documents are in the
16 physical file, we look at both documents. If it is
17 just the Quick Search, then we rely upon the Quick
18 Search to determine the plaintiff's name and whether
19 or not an assignment is needed.
20 Q. Now, am I right that all the
21 information that the people preparing the complaint
22 or the assignment -- well, let's start with the
23 assignment. We'll go to the complaint after.
24 In order to prepare the assignment, all