

Page 1

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

 JANET REINER, a single)
 woman,)
)
 Plaintiff,)
)
 -vs-) No. 11-2-02029-8
)
 NORTHWEST TRUSTEE SERVICES,)
 INC., a Washington)
 corporation; ONE WEST BANK,)
 FSB, a federal savings bank;)
 MORTGAGE ELECTRONIC)
 REGISTRATION SYSTEMS,)
 INC., a Delaware corporation,)
)
 Defendants.)
)

 Deposition Upon Oral Examination
 of
 YVONNE McELLIGOTT

 1:00 p.m.
 Tuesday, December 11, 2012
 787 Maynard Avenue South
 Seattle, Washington

Cheryl Macdonald, RMR, CRR
 Court Reporter

MOBURG SEATON & WATKINS (206)622-3110

Page 2

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Page 3

I N D E X

EXAMINATION	PAGE
BY MS. DAO:	5, 98
BY MS. MORRISON:	97
EXHIBITS MARKED	
No. 1 Foreclosure Transmittal Package IndyMac.....	11
No. 2 Appointment of Successor Trustee 5/17/09.....	21
No. 3 Notice of Default.....	24
No. 4 Foreclosure Transmittal Package One West.....	26
No. 5 Screenshots re payment changes.....	27
No. 6 Supplemental Action by Written Consent.....	37
No. 7 Action by Written Consent..	39
No. 8 Amended Response and Objections to Subpoena.....	46
No. 9 Assignment of Deed of Trust 8/25/08.....	49
No. 10 Notice of Trustee's Sale 10/26/07.....	51
No. 11 Notice of Trustee's Sale 4/10/09.....	54
No. 12 Appointment of Successor Trustee 11/11/08.....	57
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Page 4

I N D E X (Cont'd.)

EXHIBITS MARKED	PAGE
No. 13 Appointment of Successor Trustee 12/30/08.....	59
No. 14 Appointment of Successor Trustee 11/13/08.....	59
No. 15 Declaration of Vonnice McElligott.....	60
No. 16 Beneficiary Declaration....	63
No. 17 Loss mitigation declaration	67
No. 18 Notice of Discontinuance of Trustee's sale 6/21/11....	76
No. 19 Notice of Discontinuance of Trustee's sale 8/18/09....	77
No. 20 Appointment of Successor Trustee 9/2/11.....	77
No. 21 Assignment of Deed of Trust 9/13/10.....	87
No. 22 Search Results Certificate.	96
No. 23 Interest Only Adjustable Note.....	96
No. 24 Deed of Trust 7/30/04.....	98
No. 25 Statutory Warranty Deed....	99
No. 26 Quit Claim Deed.....	100
No. 27 Yvonne M. McElligott signature	102
No. 28 Yvonne Marie McElligott signature	102
No. 29 Yvonne McElligott signature	102
No. 30 Vonnice McElligott signature	102
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1 (Pages 1 to 4)

Page 5

1 MS. DAO: My name is Ha Dao and I'm the
 2 attorney for Janet Reiner. I just want to go through
 3 a few preliminary rules before a deposition.
 4 YVONNE McELLAGOTT, witness herein, having been first
 5 duly sworn by the Certified Court
 Reporter, deposed and said as
 follows:
 6
 7 BY MS. DAO:
 8 Q. So the rules are that I need you to answer
 9 audibly and clearly. No nods, no uh-huhs.
 10 A. Okay.
 11 Q. And you are free to ask for a break. I
 12 just ask that you finish your answer to a question
 13 before you take a break. Or if you need to confer
 14 with your attorney, with counsel, you can, but just
 15 finish up your answer. I'm going to take a break in
 16 about an hour because we've got a lot of stuff, but
 17 it's going to be a quick break, so if you have parking
 18 or any other problems, let me know and I'll do my best
 19 to accommodate you. Okay.
 20 State your full name and your address for
 21 the record, please.
 22 A. Yvonne McElligott, 15014 Southeast 22nd
 23 Street, Bellevue, Washington 98007.
 24 Q. So, is your proper name "Vonnie"?
 25 A. My legal name is Yvonne.

Page 6

1 Q. And how do you spell that?
 2 A. Y-V-O-N-N-E.
 3 Q. And you're not signing under that name?
 4 A. No, I am not.
 5 Q. Why is that?
 6 A. It's my -- the resolution is under
 7 "Vonnie."
 8 Q. Okay. I guess my question is, have you
 9 ever signed your name as "Yvonne"?
 10 A. In what capacity?
 11 Q. In any capacity.
 12 A. Yes.
 13 Q. But you chose to sign as Vonnie because
 14 there's a resolution?
 15 A. My signing authority is under Vonnie.
 16 Q. Your signing authority by who?
 17 A. Northwest Trustee Services.
 18 Q. So you're saying that there is a document
 19 that allows you to sign as representative or corporate
 20 officer of Northwest?
 21 A. Correct.
 22 Q. And under that resolution your name is
 23 Vonnie McElligott?
 24 A. Correct.
 25 Q. And you produced that here?

Page 7

1 A. Correct.
 2 Q. Okay. So I have a copy of that. Tell me
 3 about your profession with Northwest. What capacity
 4 are you employed by them?
 5 A. I am a foreclosure team manager.
 6 Q. And is that the only capacity or do you
 7 work under any other title?
 8 A. The only other title I have is my signing
 9 authority as assistant vice-president.
 10 Q. So are you or are you not a vice-president
 11 for Northwest Trustee?
 12 A. I am not.
 13 Q. So the title is VP, vice-president?
 14 A. Assistant vice-president.
 15 Q. I'm sorry, assistant vice-president, but in
 16 reality you don't own shares of the company?
 17 A. No, I do not.
 18 Q. You are not entitled to profits by the
 19 company as a corporate officer?
 20 A. No, I am not. Correct.
 21 Q. And can you tell me the purpose of this
 22 signing authority?
 23 A. Sign documents on behalf of the company.
 24 Q. And when did that resolution come into
 25 being, if you remember?

Page 8

1 A. I don't recall.
 2 Q. Can you give me like a number? Months,
 3 years?
 4 A. (No response.)
 5 Q. Let me break it down. How long have you
 6 been employed by Northwest?
 7 A. Sixteen years.
 8 Q. And when was -- what was your first
 9 position with Northwest?
 10 A. I don't recall the name of the position.
 11 Q. Is it fair to say that you've gotten some
 12 promotions over the years?
 13 A. I don't really think I've gotten
 14 promotions. It's pretty much been the same duty all
 15 along.
 16 Q. So let's talk about the title that you have
 17 as a foreclosure team manager.
 18 A. Yes.
 19 Q. Can you tell me what that entails?
 20 A. I oversee a group of 10 people that process
 21 foreclosures for the state of Washington, Freddie Mac
 22 portfolio only.
 23 Q. On Freddie Mac portfolio only?
 24 A. Uh-huh.
 25 Q. And when did you become team manager?

2 (Pages 5 to 8)

Page 9

1 A. I've always been the team manager.
 2 Q. So tell me about your duties.
 3 A. I am responsible for communications with
 4 clients, review of sales, the management of the team.
 5 I oversee training.
 6 Q. What kind of training did you receive?
 7 A. I came -- just on-the-job training.
 8 Q. Okay. And who is your supervisor?
 9 A. Currently my immediate supervisor is Alan
 10 Burton.
 11 Q. What is his title with the company?
 12 A. I believe "operations manager."
 13 Q. Do you know who owns Northwest?
 14 A. I don't.
 15 Q. You've worked there for 16 years and you
 16 don't know?
 17 A. That is correct.
 18 Q. You don't know who the president is?
 19 A. I don't.
 20 Q. Do you know who Jeff Stenman is?
 21 A. Yes.
 22 Q. What is he?
 23 A. He is the operations something over
 24 Northwest.
 25 Q. Do you know who Steven Routh is?

Page 10

1 A. I know who Stephen Routh is.
 2 Q. Stephen Routh, okay. And who is he?
 3 A. He is one of the owners of Routh Crabtree
 4 Olsen.
 5 Q. Does he have ownership in Northwest?
 6 A. It is my understanding, yes.
 7 Q. Does he have any hands-on experience --
 8 hands-on activities with your foreclosure activities
 9 in the company?
 10 A. I don't know.
 11 Q. Have you seen him around the office doing
 12 anything with regards to the foreclosure transactions
 13 that you and your team are involved in?
 14 A. No.
 15 Q. Mr. Stenman is not a lawyer, is he?
 16 A. No.
 17 Q. Mr. Routh is?
 18 A. As far as I know.
 19 Q. I am asking you to focus on the case at
 20 hand, which involves Ms. Reiner's property. Are you
 21 familiar with the case?
 22 A. Yes, I guess.
 23 Q. Did you have the opportunity to review your
 24 files and records before you came today?
 25 A. Yes, I did.

Page 11

1 Q. So tell me how you got -- how Northwest got
 2 involved in the foreclosure of the Reiners' property.
 3 A. The first foreclosure -- either one -- we
 4 receive a referral from the servicer.
 5 Q. Do you remember when that was?
 6 A. There was one in '09 and one in 2010.
 7 Q. Did you bring any of the '09 --
 8 A. Yes.
 9 Q. It's in here, okay.
 10 A. (Nodding head.)
 11 Q. Do you mind going through it, and give me
 12 the '09 referral. And you handed me multiple pages
 13 and titled "Foreclosure Transmittal Package, IndyMac
 14 Mortgage." Is that correct?
 15 A. Yes.
 16 MS. DAO: I'm going to have this marked and
 17 then I'll copy it.
 18 (Marked for identification Exhibit 1.)
 19 Q. I am looking at what has been marked as
 20 Exhibit 1, and I see here that it's a foreclosure
 21 transmittal package. Can you tell me what "FIS
 22 desktop" is?
 23 A. I don't know what the acronym stands for.
 24 Q. But do you know what -- is that a company?
 25 Is that a vendor? What is it?

Page 12

1 A. It is a vendor system. It's called -- we
 2 refer to it as "desktop."
 3 Q. And that's a computer system? It's a
 4 computerized system? What is your understanding?
 5 A. It's a system that gathers -- the lender
 6 puts information into it and then we have access to it
 7 to update it.
 8 Q. And do you get to it via the --
 9 A. It's an Internet-based product.
 10 Q. And do you know who -- so this is a
 11 program. This is not an entity?
 12 A. I do not know.
 13 Q. You don't know. Do you see there that it's
 14 addressed to the law firm of Routh Crabtree?
 15 A. Yes.
 16 Q. So the referral was made to Routh Crabtree?
 17 A. The way the lender set it up is most of
 18 them have it already set up under Routh Crabtree for
 19 years and years and years. It's always been that way,
 20 and then it automatically comes to the nonjudicial
 21 portion of that, which is Northwest Trustee Services.
 22 Q. So in the Reiners' case it also came by way
 23 of the law firm?
 24 A. It is addressed to the law firm. It never
 25 went to the law firm.

3 (Pages 9 to 12)

Page 13

1 Q. So how did you get this package?
 2 A. It's automatically downloaded into
 3 Northwest Trustee Services' system.
 4 Q. And how is Northwest notified?
 5 A. We have a notification queue and we receive
 6 a -- a number that says that there are this many
 7 referrals in there.
 8 Q. Is that by way of e-mail or messages? I'm
 9 not clear.
 10 A. It's automation. It's when a file gets
 11 downloaded it goes -- we call it a "ticker," and it
 12 drops into a ticker so we know that there's a referral
 13 available under that loan.
 14 Q. And who was responsible for downloading
 15 this particular package?
 16 A. I don't know.
 17 Q. So Exhibit 1 has the addressee as Routh
 18 Crabtree?
 19 A. (Nodding head.)
 20 Q. Would you agree?
 21 A. Yes.
 22 Q. And then as far as where it came from, it
 23 says "FIS Foreclosure Solutions, Inc." Do you know
 24 who that is?
 25 A. I don't, but I guess we now know what FIS

Page 14

1 stands for. No, I don't know.
 2 Q. You never had any idea what this outfit is
 3 that you are getting or you were getting information
 4 from?
 5 A. No, I don't.
 6 Q. So tell me the mechanics. Do you go to a
 7 computer? You sign on? How did you get this package
 8 for the referral?
 9 A. We sign into "desktop" and type in the
 10 referral and get the referral up. It's imaged
 11 information. And then we would download the image.
 12 Q. But how did you get notified that there was
 13 one coming from Reiners?
 14 A. In the information queue that we talked
 15 about earlier. It notifies us. We have an
 16 information thing that notifies us that there's a
 17 referral waiting for us.
 18 Q. But I guess physically speaking, there's a
 19 computer that you go to and you sign on to the
 20 website, and then you get the information? Or how
 21 does it notify you, I suppose, is what I'm trying to
 22 get at. How do you know that there is a referral
 23 coming in?
 24 A. Because it comes into a queue and says
 25 there is a referral.

Page 15

1 Q. And we're talking about a computer screen?
 2 A. Yes.
 3 Q. An e-mail system?
 4 A. It's our program that we have. Maybe I
 5 don't understand the question.
 6 Q. So you explain to me what the mechanics and
 7 what program is involved because, first of all, you
 8 said this was a third-party desktop?
 9 A. Yes.
 10 Q. And by way of access --
 11 A. Automation, it comes into our system with
 12 Northwest Trustee Services as a referral.
 13 Q. And you have no idea who created the
 14 system?
 15 A. No, I don't.
 16 Q. And you don't know -- before today you did
 17 not know who FIS Foreclosure Solutions, Inc., is?
 18 A. I don't know who they are specifically, no.
 19 Q. So you take this referral, and then what
 20 happened?
 21 A. We -- our file is open. We download the
 22 necessary documents that you have there.
 23 Q. So this all comes by way of automated
 24 Internet transmission; correct?
 25 A. Yes.

Page 16

1 Q. You do not talk to a human being?
 2 A. No, I do not.
 3 Q. You do not make any phone calls?
 4 A. No, I do not.
 5 Q. Now, Exhibit 1 is the material that you
 6 relied upon to commence the foreclosure in the Reiners
 7 case?
 8 A. Yes.
 9 Q. And so I'm going to ask you to specifically
 10 go through the information here. So this is dated
 11 April 5, 2009?
 12 A. Yes.
 13 Q. Would that be the date?
 14 MR. KAYSER: Is this the package that Heidi
 15 produced earlier?
 16 MS. MORRISON: It is.
 17 MR. KAYSER: If you wouldn't mind -- these
 18 are Bates-stamped, aren't they?
 19 MS. MORRISON: Yes.
 20 MR. KAYSER: Would you mind just referring
 21 to the Bates number so I can follow along here?
 22 MS. DAO: Chris, can you announce yourself
 23 so you can be part of this for the court reporter?
 24 MR. KAYSER: Oh, you know, I don't think I
 25 have made my appearance yet. Maybe during this brief

4 (Pages 13 to 16)

Page 17

1 break maybe we should -- I'm assuming I know who is
 2 there, but not being there it would be helpful. This
 3 is Chris Kayser. I'm an attorney attending the
 4 deposition by phone. I'm the attorney for One West in
 5 this matter.
 6 MS. MORRISON: I'm Heidi Buck Morrison, and
 7 I represent Northwest Trustee Services in this matter.
 8 MS. DAO: Ha Dao on behalf of the plaintiff
 9 here, Janet Reiner, who is with me.
 10 MS. MORRISON: And Vonnie McElligott, who
 11 is the deponent, an employee of Northwest Trustee
 12 Services.
 13 MS. DAO: So the Bates stamp is down here,
 14 VMD 1.
 15 MS. MORRISON: So it would be VMD 1.
 16 MS. DAO: Through --
 17 THE WITNESS: But I took them out of order.
 18 MS. DAO: Right.
 19 MS. MORRISON: So 1 through 2 and 10
 20 through 17.
 21 MS. DAO: You got it, Chris?
 22 MR. KAYSER: Yeah. Thank you.
 23 Q. (By Ms. Dao) So let me go back to Exhibit
 24 1. The information that you use from Exhibit 1, can
 25 you tell me what it means by "mortgage currently held

Page 18

1 by" and "foreclosure should be in the name of"?
 2 MS. MORRISON: Object to the extent that
 3 you are asking her to make any sort of legal
 4 conclusion.
 5 MS. DAO: I'm not asking her to make any
 6 legal conclusion. I'm just asking her her
 7 understanding. She just said that she relied on this
 8 information.
 9 So answer if you can.
 10 A. That we would do the foreclosure in the
 11 name of IndyMac Federal Bank FSB.
 12 Q. And "mortgage currently held by," what is
 13 your understanding of that?
 14 A. I would assume they are the holder of the
 15 note.
 16 Q. You assume?
 17 A. (Nodding head.)
 18 Q. You do not know for a fact?
 19 A. I do not know for a fact.
 20 Q. And then also, the directive here is that
 21 you open the case or you open the foreclosure file?
 22 "Please open an 'action in the name of' issue in FIS
 23 Process Management."
 24 A. Oh, that's asking you to open a request.
 25 You open a name action in the name of. It's a request

Page 19

1 to be told who you're going to do the action in the
 2 name of if you don't already have it up here. I mean,
 3 who are you going to foreclose in the name of.
 4 Q. And in this case you were directed to -- or
 5 Northwest was directed to foreclose in the name of
 6 IndyMac?
 7 A. Yes.
 8 Q. Federal Bank?
 9 A. FSB.
 10 Q. Do you have any idea at the time -- let me
 11 back up and ask you this question: Were you involved
 12 in opening the file at all?
 13 A. I do not know.
 14 Q. So by me asking you questions regarding
 15 Exhibit 1, are you speaking from your personal
 16 knowledge, or are you guessing or are you -- you are
 17 familiar with Exhibit 1?
 18 A. Yes.
 19 Q. You've seen it before?
 20 A. Yes.
 21 Q. And is it your testimony that Northwest
 22 actually relied on Exhibit 1 to start the foreclosure
 23 process on the Reiners' property?
 24 A. Yes.
 25 Q. Do you have any knowledge whether IndyMac

Page 20

1 Federal Bank was in existence as of April 5, 2009?
 2 A. I don't understand the question.
 3 Q. Do you have any knowledge whether IndyMac
 4 Federal Bank, as an entity, existed on the date of
 5 this transmittal?
 6 A. Yes.
 7 Q. What is --
 8 A. Our foreclosure came and we are supposed to
 9 foreclose in their name.
 10 Q. So that's all you did? You don't know for
 11 a fact whether the entity was in existence at the
 12 time?
 13 A. No.
 14 Q. Okay. So you don't know. The answer is
 15 you don't know?
 16 A. Correct.
 17 Q. And then after you get the transmittal --
 18 let me just ask you this: Is it your understanding
 19 that the transmittal come from IndyMac Federal Bank?
 20 A. Yes.
 21 Q. That's your understanding?
 22 A. That is my understanding.
 23 Q. And the directives here are from IndyMac
 24 Federal Bank?
 25 A. Yes.

5 (Pages 17 to 20)

Page 21

1 Q. What capacity are they to Northwest?
 2 A. They are a servicer that sends referrals to
 3 our service.
 4 Q. So is Northwest an agent of IndyMac Federal
 5 Bank?
 6 A. We issue the notice of default as an agent.
 7 Q. And when did you become the trustee for the
 8 foreclosure purposes?
 9 MS. MORRISON: Chris, you might want to put
 10 yourself on mute.
 11 MR. KAYSER: Sorry about that. Were you
 12 hearing the horns in the background?
 13 MS. MORRISON: Yes.
 14 A. The appointment was a record 5-19 of '09.
 15 Q. And what document were you referring to
 16 when you gave me that information?
 17 A. Page 84.
 18 (Marked for identification Exhibit 2.)
 19 Q. This is VMD 84. It's the appointment of
 20 successor trustee dated May 7, 2009?
 21 A. Yes.
 22 MS. MORRISON: Can I just ask a question?
 23 Did you refer to it based on the execution date or the
 24 recording date?
 25 MS. DAO: The execution date.

Page 22

1 THE WITNESS: I said the recording date is
 2 right here (indicating).
 3 MS. DAO: Oh, okay.
 4 MS. MORRISON: It becomes effective as of
 5 the recording date. That might make more sense to
 6 refer to it based on the recording date.
 7 Q. (By Ms. Dao) What was the date that you
 8 referred to?
 9 A. I referred to this date. The 5-19-09 is
 10 the date it became of record.
 11 Q. Prior to that date, what was Northwest
 12 Trustee capacity?
 13 A. We issued the notice of default as an
 14 agent.
 15 Q. And then as of the recorded -- as of the
 16 recording of the appointment of successor trustee,
 17 what changed, if anything?
 18 A. We're of record as the trustee, the current
 19 trustee.
 20 Q. When you spoke of the agency relationship
 21 with the servicer -- in this case it's IndyMac Federal
 22 Bank -- is there a document that speaks of that
 23 relationship?
 24 A. No.
 25 Q. So what authority did Northwest Trustee

Page 23

1 have to act as an agent for IndyMac Federal?
 2 MS. MORRISON: Object to the extent that
 3 you're asking her to form any sort of legal conclusion
 4 or do legal analysis. She can answer to the extent
 5 that she knows.
 6 A. Our notice of defaults have always been
 7 issued as an agent.
 8 Q. But you don't know of any document that
 9 evidences that relationship?
 10 A. No, I do not.
 11 Q. Do you have any idea how Northwest Trustee
 12 gets paid as the agent for IndyMac Federal in this
 13 case?
 14 A. Could you be more specific?
 15 Q. Northwest Trustee gets compensated for --
 16 A. We would invoice them.
 17 Q. And to the best of your knowledge, were
 18 there invoices going to IndyMac Federal?
 19 A. We invoice when the file is closed. So we
 20 would have invoiced them when we were told to close
 21 the file.
 22 Q. And in this case when did you close the
 23 file?
 24 A. I don't have a specific date. At least
 25 nothing in here that gives me that.

Page 24

1 Q. In the stuff that -- in the material that
 2 you brought today were there any invoices?
 3 A. No.
 4 Q. And how -- what is the basis of the
 5 invoice?
 6 A. (No response.)
 7 Q. Hourly rate?
 8 A. It's a flat fee.
 9 Q. What is that flat fee?
 10 A. I don't recall what it was on this --
 11 actually, 508.
 12 Q. Five hundred eight dollars?
 13 A. Uh-huh.
 14 Q. What were you reading off of?
 15 A. The notice of default.
 16 Q. Let the record reflect that the witness was
 17 reading the notice of default dated April 7, 2009.
 18 A. Correct.
 19 Q. And the item that you referred to is listed
 20 on the notice of default as?
 21 A. Trustee fee.
 22 Q. Trustee's fee.
 23 (Marked for identification Exhibit 3.)
 24 Q. I'm handing you what has been marked as
 25 Exhibit 3. That's VMD 85 through 87. Can you review

6 (Pages 21 to 24)

Page 25

1 Exhibit 3 and tell me the identification of the
 2 beneficiary, if there is one.
 3 A. I don't see that specified.
 4 Q. So did Exhibit 3 make it to Ms. Reiner,
 5 meaning was it transmitted to her?
 6 A. Certified regular and posted to the
 7 property.
 8 Q. So through several methods?
 9 A. Correct.
 10 Q. And is it your testimony that Exhibit 3
 11 did, in fact, get transmitted to her?
 12 A. Yes.
 13 Q. And how do you know that?
 14 A. I have an affidavit of mailing and an
 15 affidavit of posting.
 16 Q. Did you bring that with you?
 17 A. No.
 18 Q. And you also referred to another
 19 transmittal package in 2010?
 20 A. Yes.
 21 Q. Could you locate that for me?
 22 A. (Handing.)
 23 Q. This is VMD 92, 93, and then 96 through
 24 106. Let me ask you, were they -- these pages come
 25 together in the transmittal package because I notice

Page 26

1 your Bates stamps are out of order.
 2 A. This comes as a referral and then these
 3 come as screen shots, or screen prints (indicating).
 4 MS. MORRISON: Just let me say the order of
 5 the documents was based on how I gathered them.
 6 MS. DAO: Okay. All right.
 7 Q. So, I'm sorry, the transmittal pages came
 8 --
 9 A. These come as one image, and these come as
 10 a separate image (indicating).
 11 Q. Did they come at the same time?
 12 A. To the best of my knowledge.
 13 (Marked for identification Exhibit 4.)
 14 Q. Since they're not sequential I'm going to
 15 break them up, and this is VMD 92 and 93. I'm going
 16 to show you Exhibit 4. This transmittal -- this
 17 foreclosure transmittal package, you indicated, came
 18 in 2010?
 19 A. Yes.
 20 Q. And it has a heading of LPS?
 21 A. Yes.
 22 Q. What is that?
 23 A. It's the same system that we used that is
 24 named something there. I think they just did a name
 25 change.

Page 27

1 Q. It's the same computer system?
 2 A. It's the same vendor site, yes.
 3 Q. And you don't know for a fact whether they
 4 changed name. You're just guessing?
 5 A. Correct.
 6 Q. Have you ever talked to anybody at Lender
 7 Processing Services or LPS?
 8 A. Yes.
 9 Q. Do you recall their names?
 10 A. No.
 11 Q. Are you still talking to them today?
 12 A. Yes.
 13 Q. So you're still using the system with LPS?
 14 A. Yes.
 15 Q. Now, in Exhibit 4, is it the same scenario
 16 where you receive the information via computer and
 17 automated information and not by way of mail or a
 18 human being calling you and telling you?
 19 A. Correct.
 20 Q. And again, did you rely on Exhibit 4 to
 21 process the foreclosure of the Reiners' property?
 22 A. Along with the screen shots, yes.
 23 MS. DAO: And so I'm going to have this
 24 marked as 5.
 25 (Marked for identification Exhibit 5.)

Page 28

1 Q. Showing you 5, which you referred to as
 2 screen shots, can you explain to me what the screen
 3 shots are?
 4 A. This particular one tells us if there were
 5 any payment changes. This one we use -- sorry, I
 6 should be more specific. PCH 2 tells us about payment
 7 changes.
 8 Q. What's PCH 2 mean?
 9 A. I don't know the acronym specifically. It
 10 has to do with payment changes.
 11 Q. Payment as in mortgage payments?
 12 A. Correct.
 13 Q. And changes from what?
 14 A. If there was a change to the payment
 15 amount.
 16 Q. For what period of time?
 17 A. They are reflecting 11-1-09 to the referral
 18 date.
 19 Q. And there's another portion of Exhibit 5.
 20 So, I'm sorry, so PCH 2 refers to changes in the
 21 payment?
 22 A. Correct.
 23 Q. If any?
 24 A. Yes.
 25 Q. And then what else do the screen shots show

7 (Pages 25 to 28)

Page 29

1 you?
 2 A. We look at MSA 1 to verify the investor.
 3 Q. MAH 1?
 4 A. MAS 1.
 5 Q. And you don't know the acronym either?
 6 A. I do not.
 7 Q. And it refers to the investor?
 8 A. Correct.
 9 Q. And who is that?
 10 A. Federal Home Loan Mortgage Corp.
 11 Q. And that's also known as Freddie Mac?
 12 A. Correct.
 13 Q. And let me just stop and ask you, what is
 14 an investor?
 15 MS. MORRISON: Objection to the extent that
 16 you're asking her to make any sort of legal
 17 determination. She can answer to the extent she
 18 knows.
 19 Q. What is your understanding of what an
 20 investor is?
 21 A. They are the owner of the note.
 22 Q. And in this case it's Freddie Mac?
 23 A. Correct.
 24 Q. And what else do the screen shots reveal?
 25 A. We use the pay 4 screen because it gives

Page 30

1 payoff information, and we use the DLQ 1 screen
 2 because it gives us all of the default information.
 3 And we use the pay 1 screen because it gives us
 4 additional addresses other than the property.
 5 Q. So you use the information as transmitted
 6 by LPS in order to prepare your foreclosure?
 7 A. Yes.
 8 Q. On the first page, or one of the two pages
 9 of the referral, it talks about -- I'm sorry. On this
 10 page it shows that the addressee is also Routh
 11 Crabtree?
 12 A. Correct.
 13 Q. As you sit here today, are these referrals
 14 still being made to the law firm and not to Northwest
 15 directly?
 16 A. Some of them, yes.
 17 Q. What would be the difference?
 18 A. The way that the lender has set it up in
 19 their system to refer down to our office.
 20 Q. But in terms of -- in terms of Freddie Mac
 21 portfolio, is it your testimony that it has always
 22 been referred through the law firm and not directly to
 23 Northwest?
 24 A. It doesn't go through the law firm. It
 25 comes directly to Northwest. The name on this

Page 31

1 (indicating) is Routh Crabtree Olsen, but the referral
 2 always comes to Northwest.
 3 Q. The access information, in order to get on
 4 to the system, do you have to log on?
 5 A. Yes.
 6 Q. And the access information was provided by
 7 who?
 8 A. LPS.
 9 Q. And so back in '09, who would provide that?
 10 A. LP -- I'm assuming -- we've always -- I
 11 don't know how long we've called it LPS. We always
 12 refer to it as "desktop."
 13 Q. And is it your understanding that either
 14 desktop -- desktop and LPS is one and the same?
 15 A. I don't know.
 16 Q. You don't know, okay. And this time, on
 17 this transmittal package, it has One West Bank?
 18 A. Yes.
 19 Q. FSB?
 20 A. Correct.
 21 Q. And what is your understanding in looking
 22 at Exhibit 4 of the role of One West Bank?
 23 A. That they are the servicer.
 24 Q. Okay. And that's different than the note
 25 owner?

Page 32

1 A. Correct.
 2 Q. So One West would be the servicer and
 3 Freddie would be the owner?
 4 A. Correct.
 5 Q. Is it your testimony the ownership that
 6 you're referring to is the ownership of the note
 7 specifically?
 8 A. I don't know.
 9 Q. So when you spoke of ownership, what are
 10 you referring to?
 11 A. Being the owner of the loan.
 12 Q. What's the difference between the loan and
 13 the note?
 14 A. I don't know.
 15 Q. Okay. So is it fair to say that when you
 16 say "ownership" you really don't know?
 17 A. I own my home. I don't know. I'm not --
 18 do you want to be more specific?
 19 Q. Yes. I'd like to get at your testimony
 20 that there are different references; right?
 21 A. (Nodding head.)
 22 Q. One of them is an investor, and you
 23 testified that Freddie Mac would be the investor?
 24 A. Correct.
 25 Q. And your understanding of the investor, as

Page 33

1 that term referred to, is an equivalent of ownership?
 2 A. Yes. That is my understanding.
 3 Q. And so I'm asking you, in believing that,
 4 what does it mean to you to have ownership by Freddie
 5 Mac?
 6 A. I don't have an answer for that.
 7 Q. How did you form that belief, though? How
 8 did you arrive at the conclusion that Freddie Mac is
 9 the owner?
 10 A. That is how I have been advised.
 11 Q. By whom?
 12 A. By my counsel.
 13 Q. And who is that?
 14 A. Routh Crabtree Olsen.
 15 Q. And that advice pertains to this case or --
 16 MS. MORRISON: Object to the extent that
 17 you're asking about attorney-client communications.
 18 Those are privileged. I'm still going to put the
 19 objection on the record.
 20 MS. DAO: It's not privileged because
 21 you're referring to a fact.
 22 MS. MORRISON: So you don't have to reveal
 23 any communication between what -- you and your
 24 counsel. So to the extent she asks you to reveal
 25 anything that you talked about with your counsel, you

Page 34

1 don't reveal that.
 2 Q. Let me repeat the question. As far as your
 3 understanding that Freddie Mac is the owner or that
 4 Freddie Mac has ownership, that's what you've been
 5 told?
 6 A. Correct.
 7 Q. You do not know for a fact?
 8 A. I do not know for a fact.
 9 Q. And then in terms of One West Bank being a
 10 servicer, what is your understanding of the role of a
 11 servicer?
 12 A. They're collecting the funds on behalf of
 13 Freddie Mac.
 14 Q. And who, in this case, does Northwest work
 15 for, meaning who is the principal?
 16 MS. MORRISON: Objection. You're asking
 17 her to make a legal conclusion.
 18 Q. Who is your client? Who is Northwest's
 19 client?
 20 A. I don't have an answer for that.
 21 Q. And why not?
 22 A. We don't often refer to them as "client"
 23 per se.
 24 Q. All right. So I'm trying really hard to
 25 understand the interrelationships of all these

Page 35

1 entities as you can see. So you help me out. Who
 2 pays the invoices?
 3 A. One West would have paid our invoice.
 4 Q. And then in 2009 who would have been the
 5 person or entity that paid the invoices submitted by
 6 Northwest?
 7 A. IndyMac would have paid our invoice.
 8 Q. You're guessing?
 9 A. I am.
 10 Q. You don't have any invoices? You don't
 11 have any payments?
 12 A. Correct.
 13 Q. Now, after you received the transmittal
 14 package and the screen shots on Exhibit 4 and 5, do
 15 you receive updates as far as payments being made in
 16 the loan?
 17 A. They would notify us if a payment was made
 18 on the loan during the foreclosure process.
 19 Q. And what would these payments be, for
 20 example?
 21 A. I don't know.
 22 Q. But you would be informed?
 23 A. Yes.
 24 Q. In this case with the Reiners' property,
 25 were you informed of any kind of a loan modification

Page 36

1 process?
 2 A. I don't recall.
 3 Q. Were you informed of any payments being
 4 made?
 5 A. Not that I'm aware of.
 6 Q. And with regards to procedures, if Ms.
 7 Reiner had the funds to reinstate, where would she go?
 8 A. She would either contact our office or
 9 connect the lender directly.
 10 Q. And is that the -- and let's say that the
 11 borrower contacts your -- Northwest. Where would you
 12 get the information for them to reinstate?
 13 A. We would request it through the LPS desktop
 14 system and it would be provided to us.
 15 Q. And how soon would that occur?
 16 A. We tell people two to five days, but it
 17 just depends on how quickly we get the information
 18 back.
 19 Q. I know I asked you this, but did you bring
 20 the resolution that allows you authority to sign as
 21 assistant VP for Northwest?
 22 A. (Handing.)
 23 MS. DAO: Is this in any chronological
 24 order?
 25 MS. MORRISON: Uh-huh.

Page 37

1 MS. DAO: So the most recent one is on top?
 2 MS. MORRISON: Correct.
 3 Q. All right. So it appears to me that the
 4 stack of documents you have provided me here, VMD 167
 5 -- I don't know how many pages are here -- are
 6 shareholder actions and minutes of special actions by
 7 the board of directors for the company. Or do you
 8 even know what it is?
 9 A. I only briefly looked at them.
 10 (Marked for identification Exhibit 6.)
 11 Q. Okay. All right. I'm going to show you
 12 Exhibit 6, which is entitled "Supplemental Action By
 13 Written Consent of the Board of Directors of Northwest
 14 Trustee Services." And it has a specimen of your
 15 signature. I just want you to make sure that you see
 16 that and tell me if that's correct.
 17 A. Yes.
 18 Q. And for the date, can you tell me the date
 19 on that? It should be on the --
 20 A. April 26, 2011.
 21 Q. When you look at the specimen of your
 22 signature on there, is it in fact your signature or a
 23 copy of your signature?
 24 A. It would have been my original signature.
 25 Q. Original --

Page 38

1 A. This is a copy.
 2 Q. But that is your signature?
 3 A. Yes.
 4 Q. And in that document you signed your name
 5 as "Yvonne McElligott." Is that correct?
 6 A. Yes, it is.
 7 Q. And so is it safe to assume that for the
 8 year of 2011 this is how you signed it under the
 9 authority of Northwest Trustee?
 10 A. No.
 11 Q. Is there a reason for why you didn't sign
 12 as your specimen?
 13 A. There is no reason.
 14 Q. Can I see your driver's license, please, so
 15 I can see what your signature looks like?
 16 MS. MORRISON: I'm just going to object.
 17 If you want her to do a signature here --
 18 MS. DAO: No.
 19 MS. MORRISON: -- she's happy to do that.
 20 MS. DAO: I want to see her signature on an
 21 official document. I mean, there's no secret or
 22 protection as to that.
 23 MS. MORRISON: To the extent -- I don't
 24 think she wants her driver's license to be made an
 25 exhibit.

Page 39

1 MS. DAO: I'm not making it as an exhibit.
 2 I just asked for her to show it to me.
 3 MS. MORRISON: Okay.
 4 THE WITNESS: (Handing.)
 5 MS. DAO: So let it be reflected that Ms.
 6 McElligott signs her name on the driver license -- on
 7 Washington driver license -- as "Yvonne McElligott."
 8 Q. Have you ever been arrested or charged with
 9 a crime?
 10 A. No.
 11 Q. Have you ever been sued?
 12 A. Not that I'm aware of.
 13 Q. Never been sued for anything?
 14 A. Not that I recall, no.
 15 Q. You've never been sued in your capacity as
 16 an employee for Northwest Trustee?
 17 A. Not that I'm aware of.
 18 (Marked for identification Exhibit 7.)
 19 Q. I'm going to show you what has been marked
 20 as Exhibit 7, and it's "Action By Written Consent of
 21 Shareholder and Directors of Northwest Trustee
 22 Services" as of March 1st, 2012.
 23 And I will represent that apparently there
 24 is a signature specimen of yours as well on this
 25 document. Can you verify that for me?

Page 40

1 A. Yes.
 2 Q. And in Exhibit 6, how did you sign your
 3 name?
 4 A. You mean that one (indicating)?
 5 Q. I'm sorry, this one, seven. I'm sorry,
 6 seven.
 7 A. "Vonnie McElligott."
 8 Q. Is there a reason why?
 9 A. That's my name.
 10 Q. I'm sorry?
 11 A. That's my name.
 12 Q. No, no. I guess my question is, is there a
 13 reason for you signing as "Yvonne McElligott" as
 14 opposed to "Vonnie McElligott"?
 15 A. No.
 16 Q. So when you -- do you recall signing the --
 17 putting -- placing your signature on that document?
 18 A. Specifically recall? I mean, it is my
 19 signature. I did sign it.
 20 Q. So the title of assistant VP is pertaining
 21 to the authority to sign. You are not being
 22 compensated as an assistant VP?
 23 A. No.
 24 Q. And do you function as an assistant VP for
 25 Northwest Trustee?

Page 41

1 A. Function?
 2 Q. Anything more than your day-to-day...
 3 A. No.
 4 Q. Go to board meetings?
 5 A. No.
 6 Q. Vote on their shares and matters of
 7 corporate importance?
 8 A. No.
 9 Q. You said that you supervise a team of 10
 10 people?
 11 A. Yes.
 12 Q. How many assistant VP's in your team?
 13 A. None.
 14 Q. Were you ever acting as notary public?
 15 A. Yes.
 16 Q. For whom did you act as notary public?
 17 A. For myself.
 18 Q. Did you work for a company at the time that
 19 you were notary public?
 20 A. Yes.
 21 Q. Who did you work for?
 22 A. Northwest -- whatever they might have been
 23 named. It was so long ago we could have had a
 24 different name at that time. North Pacific.
 25 Q. And did you use your notary seal to sign

Page 42

1 for the company?
 2 A. I used my notary seal to notarize
 3 signatures.
 4 Q. Did you do that in conjunction or in
 5 connection with your work for Northwest Trustee?
 6 A. Yes.
 7 Q. Do you remember the period of time that you
 8 did that?
 9 A. I don't. It was -- I think it ended in
 10 '05, '04 -- or, actually, it might have been earlier
 11 than that. It was before I got married, so '03, '02.
 12 Q. You're not sure?
 13 A. No, I'm not sure.
 14 Q. Do you recall whose signatures you
 15 notarized on behalf of Northwest Trustee?
 16 A. Not specifically, no.
 17 Q. Besides your job at Northwest Trustee, are
 18 you employed by anyone else?
 19 A. No.
 20 Q. During this period of time of this case,
 21 2009, 2010, 2011, and 2012, were you ever employed by
 22 another entity?
 23 A. No.
 24 Q. Do you know who Mortgage Electronic
 25 Registration System, Inc. is?

Page 43

1 A. Yes.
 2 Q. Do you?
 3 A. Yeah.
 4 Q. Who are they?
 5 A. They're a named entity. I don't have any
 6 detail.
 7 Q. Have you ever worked for them?
 8 A. No.
 9 Q. Have you ever acted as a corporate officer
 10 for them?
 11 A. I don't know what the third party -- I
 12 don't know what it says.
 13 Q. I'm sorry, what was your answer?
 14 A. The third -- I don't know.
 15 Q. My question is, did you ever work for MERS?
 16 A. I did not work for MERS.
 17 Q. Did you ever sign your name as a corporate
 18 officer of MERS?
 19 A. I don't know.
 20 Q. What do you mean you don't know? You
 21 either did or did not.
 22 A. I don't know what the resolutions say. I
 23 don't know.
 24 Q. Are you referring to another set of
 25 resolution?

Page 44

1 A. The MERS third-party agreements.
 2 Q. What are those, if you can explain to me?
 3 A. I really can't.
 4 Q. So you don't know whether you signed on
 5 behalf of MERS?
 6 A. I don't know if I signed as a corporate
 7 officer, I believe you asked me.
 8 Q. Okay. But, so, let me ask you this: Did
 9 you sign anything on behalf of MERS?
 10 A. Yes.
 11 Q. What would it be?
 12 A. Assignments and appointments. No, not
 13 appointments. Assignments.
 14 Q. Assignments of deed of trust?
 15 A. Correct.
 16 Q. In foreclosure cases --
 17 A. Yes.
 18 Q. -- that Northwest Trustee is involved in?
 19 A. Yes.
 20 Q. Under what circumstances were you signing
 21 for MERS?
 22 A. When we had a third-party agreement.
 23 Q. Is there a third-party agreement for you to
 24 sign on behalf of MERS?
 25 A. No.

Page 45

1 Q. That you know of?
 2 A. No, no longer.
 3 Q. "No longer," as in it was in the past?
 4 A. Correct.
 5 Q. Do you know when?
 6 A. I don't have specific dates for you, no.
 7 Q. Why were there occasions for you to sign on
 8 behalf of MERS when you did not work for them and
 9 you're not their corporate officer?
 10 A. I don't know what I was with my signing
 11 authority specifically. It's been years. I don't
 12 recall.
 13 Q. So maybe I can get some of the documents
 14 and show you later. I asked you whether there is a
 15 written contract between Northwest Trustee and IndyMac
 16 Federal Bank, and you said to the best of your
 17 knowledge no?
 18 A. I don't recall that question.
 19 Q. So let me ask you again. To the best of
 20 your knowledge, is there a written contract between
 21 Northwest Trustee and IndyMac Federal Bank --
 22 A. I don't know.
 23 Q. -- in relation to the Reiner case?
 24 A. I don't know.
 25 Q. Is there a contract between Northwest

Page 46

1 Trustee and MERS?
 2 A. Not that I'm aware of.
 3 Q. Is there a contract between Northwest
 4 Trustee and American Mortgage Network, Inc., who is
 5 the original lender in this case?
 6 A. I have no idea.
 7 Q. You don't --
 8 A. I don't know.
 9 Q. You don't know. What about a contract
 10 between Northwest Trustee and One West Bank?
 11 A. I don't know.
 12 Q. How about a contract with Federal Home
 13 Loans Corporation or Freddie Mac?
 14 A. I don't know.
 15 (Marked for identification Exhibit 8.)
 16 Q. I am going to show you what has been marked
 17 as Exhibit 8.
 18 MS. DAO: And Chris, this is the amended
 19 response and objection to subpoena duces tecum and
 20 subpoena for deposition.
 21 MS. MORRISON: Which you do not have,
 22 Chris.
 23 Q. Ms. McElligott, did you have a chance to
 24 review the exhibit that I just handed you?
 25 A. Yes.

Page 47

1 Q. And are you -- so you reviewed it carefully
 2 with your counsel -- not with your counsel -- with Ms.
 3 Buck Morrison?
 4 A. Yes.
 5 Q. And who prepared the document?
 6 A. I don't know.
 7 MS. MORRISON: Object to the -- if you're
 8 asking her to reveal anything that's protected by
 9 attorney-client privilege.
 10 MS. DAO: Are you her attorney?
 11 MS. MORRISON: Yes.
 12 MS. DAO: Okay. Well, I just need to know
 13 that. So, I'm just asking about the documents. I'm
 14 not going behind it.
 15 MS. MORRISON: I'm still going to put my
 16 objection on the record.
 17 Q. My question is: Did you review the
 18 contents of Exhibit 8 with your lawyer?
 19 A. Yes.
 20 Q. And are you standing by these
 21 representations in Exhibit 8?
 22 A. Yes.
 23 Q. No change? This is the amended you're
 24 standing by?
 25 A. (Nodding head.)

Page 48

1 Q. You have to say --
 2 A. Yes. Sorry.
 3 MS. DAO: Thank you. This is a real long
 4 session, so I think I'm going to take 10-minutes
 5 break.
 6 (Off the record from 2:04 p.m. to 2:27
 7 p.m.)
 8 Q. Ms. McElligott, before the break I was
 9 asking as to whether you have signed on behalf of MERS
 10 before. And your answer was that you did it?
 11 A. Yes.
 12 Q. But no longer?
 13 A. Correct.
 14 Q. Can you tell me why?
 15 A. We no longer have signing authority to sign
 16 on behalf of MERS.
 17 Q. Do you currently have authority to sign for
 18 any other entity besides Northwest Trustee?
 19 A. I have power of attorney to sign for two
 20 other lenders.
 21 Q. Who are they?
 22 A. Bank of America and Wells Fargo.
 23 Q. And I'm sorry, did you tell me the time
 24 that you stopped signing for MERS?
 25 A. I did not.

12 (Pages 45 to 48)

Page 49

1 Q. Do you know approximately the time?
 2 A. I don't specifically know when.
 3 Q. Do you recall how many of these assignments
 4 of deed of trust you've signed on behalf of MERS?
 5 A. No, I don't.
 6 MS. DAO: Have this marked.
 7 (Marked for identification Exhibit 9.)
 8 Q. I will show you the original certified --
 9 or the certified copy, I should say, not original.
 10 And I will represent to you that the Exhibit 9 as
 11 marked is a true and copy of that certified copy from
 12 the court.
 13 Can you take a look and tell me if that
 14 looks familiar to you?
 15 A. Yes.
 16 Q. And so in Exhibit 9 you did sign as
 17 vice-president for MERS?
 18 A. Yes.
 19 Q. Correct? Do you remember the circumstances
 20 in which you signed as vice-president in this case for
 21 MERS?
 22 A. I don't understand the question.
 23 Q. Do you recall the circumstances that led
 24 you to sign as vice-president for MERS in that
 25 particular document?

Page 50

1 A. (No response.)
 2 Q. The reasons, the needs, who told you?
 3 A. I assume that we would have signed on
 4 behalf of MERS to assign out of MERS into Chase Home
 5 Finance, LLC.
 6 Q. To get -- to sign it out of MERS, what do
 7 you mean by that?
 8 A. To record an assignment publicly from MERS
 9 to Chase Finance.
 10 Q. To get the original deed out of MERS' name?
 11 A. To assign the beneficial interest, yes.
 12 Q. What is the beneficial interest?
 13 MS. MORRISON: Object to the extent you're
 14 asking her to form a legal conclusion.
 15 Q. You just told me that you signed to assign
 16 the beneficial interest. I just want to know what
 17 that interest is.
 18 A. The beneficiary on the deed of trust.
 19 Q. And on Exhibit 9, do you believe that you
 20 have the authority to do that?
 21 A. I was advised I have the authority to do
 22 that.
 23 Q. Advised by whom?
 24 A. By my third-party agreement to do so on
 25 behalf of MERS and Chase.

Page 51

1 Q. And you're referring to a document that's
 2 not present here today?
 3 A. Correct.
 4 Q. Okay. And if you could locate that you can
 5 provide it to me. Is it your testimony that there's
 6 such a document?
 7 A. Yes.
 8 Q. The third party?
 9 A. Yes.
 10 Q. Okay. Your team deals with Freddie Mac
 11 portfolio loans only?
 12 A. Yes.
 13 (Marked for identification Exhibit 10.)
 14 Q. I'll show you 10, which is a copy of the
 15 certified copy. Can you take a look at 10 for me,
 16 please, particularly on the last page where your
 17 signature appears. Do you see that?
 18 A. Yes, I see that.
 19 Q. The exhibit is a notice of trustee sales in
 20 another case unrelated. What is the effective date of
 21 the notice of trustee sales as you signed it?
 22 A. 7-22-07.
 23 Q. Do you see the notary declaration down
 24 below?
 25 A. Yes.

Page 52

1 Q. What date is that?
 2 A. 7-19-07.
 3 Q. Why is that? Can you explain?
 4 A. The effective date -- just a second. Let
 5 me look. The effective date is 31 days after the
 6 notice of default. So that would have been the date
 7 that the document itself was effective.
 8 Q. But your signature was notarized on what
 9 day?
 10 A. July 19, '07.
 11 Q. Why does that not reflect your signing
 12 date?
 13 A. That is the date I signed this document.
 14 Q. So you signed before a notary public with
 15 effective date ahead of time?
 16 A. We drafted this document, and the document
 17 does not go out until after its effective date. And I
 18 signed the document on July 19 of '07. And it
 19 wouldn't go out of our office until after that
 20 effective date.
 21 Q. Like what date would that be?
 22 A. The effective date?
 23 Q. I'm sorry. So you're signing on the 19th,
 24 but the document would not go out until the 22nd?
 25 A. Until the 22nd or later.

13 (Pages 49 to 52)

Page 53

1 Q. Is that customarily done as far as the
 2 documents being prepared ahead of time?
 3 A. No longer. Back then, yes.
 4 Q. Back when?
 5 A. In '07.
 6 Q. And when did that practice end?
 7 A. When volume became too high to be able to
 8 be that efficient.
 9 Q. So what would it show now? Is that your
 10 signature? The effective date is the same date that
 11 you sign?
 12 A. The effective date would be the date that
 13 the document was drafted. My signature would be
 14 either that day or afterwards.
 15 Q. Now, when you sign, I presume that you sign
 16 all this sitting in your office?
 17 A. At my desk, yes.
 18 Q. And the notary public is someone who also
 19 works for Northwest Trustee?
 20 A. Correct.
 21 Q. Is she present in every document signing?
 22 A. Yes.
 23 Q. So tell me the mechanics of that. How do
 24 you guys do that?
 25 A. I will either have a notary at my desk or I

Page 54

1 will be at my notary's desk.
 2 (Marked for identification Exhibit 11.)
 3 Q. This is 11, and it's a copy of the
 4 certified copy. And this is also a notice of trustee
 5 sales that was prepared by you, apparently. Would you
 6 agree?
 7 A. Prepared by me?
 8 Q. I don't know. Was it prepared by you?
 9 A. I don't know.
 10 Q. Was it signed by you?
 11 A. Yes.
 12 Q. What is the effective date on the document?
 13 A. January 2 of '09.
 14 Q. When was the notary declaration and --
 15 A. My signature and the notarization was the
 16 next day, January 3rd of '09.
 17 Q. So in this particular situation the
 18 effective date was before you signed?
 19 A. The effective date is usually the date of
 20 the document itself or the date that it will be able
 21 to go out of our office. So this document was drawn
 22 on the 2nd, and I did not sign it until the next day.
 23 Q. Is that one of the examples that you speak
 24 of where you're no longer that efficient where you
 25 have days ahead --

Page 55

1 A. Yes.
 2 Q. -- in terms of preparing the documents?
 3 A. Yes.
 4 Q. Who in your team prepared these notices of
 5 trustee sales?
 6 A. I don't know.
 7 Q. They just presented them to you to sign?
 8 A. Back then I don't know who would have
 9 prepared it.
 10 Q. Who does it now?
 11 A. I have three to five people who prepare
 12 notices at this time.
 13 Q. And then in signing it, what do you do? Do
 14 you review the information on the notice of trustee
 15 sales?
 16 A. Briefly.
 17 Q. How briefly?
 18 A. Very briefly.
 19 Q. Time-wise?
 20 A. A cursory look over the document with some
 21 cross-checking against the system. Maybe three
 22 minutes.
 23 Q. What do you look for when you do this
 24 cursory check?
 25 A. Basic information, recording numbers,

Page 56

1 assignment information, dates.
 2 Q. Dates of?
 3 A. Make sure there's -- the sale date is a
 4 legitimate date.
 5 Q. What does that mean?
 6 A. The sale date?
 7 Q. Yeah. Legitimate as in?
 8 A. As in someone didn't -- made sure they
 9 changed the date, that the sale date is an accurate
 10 date. That it's in the future. That there's a sale
 11 date in there at all.
 12 Q. Okay. Thanks. I asked you the reason why
 13 your signature varies, and you said none. Or is there
 14 a reason for why you sign as "Yvonne" sometimes,
 15 "Vonnie" sometimes?
 16 A. I always sign as "Vonnie" with the
 17 exception of what you had in that one where I signed
 18 as "Yvonne."
 19 Q. Do you sign differently when you sign in
 20 your capacity as an employee for Northwest?
 21 A. I always sign as "Vonnie" with that one
 22 exception, that I'm aware of.
 23 Q. And when I ask you about your notary
 24 activities you said that it ceased -- the activity
 25 ceased --

Page 57

1 A. '03, '04, '05 at the latest.
 2 (Marked for identification Exhibit 12.)
 3 Q. Showing you No. 12, which I will represent
 4 to you, it's a copy of an appointment of successor
 5 trustee. Here's a certified copy. I'd like for you
 6 to look at the document. It shows that you notarized
 7 the signature of someone by the name of Lance E.
 8 Olsen?
 9 A. Correct.
 10 Q. Do you see that?
 11 A. Yes.
 12 Q. And it looks to me that this document was
 13 relating to your employment with Northwest Trustee.
 14 Is that true?
 15 A. I am notarizing there.
 16 Q. You're notarizing -- you were notarizing
 17 the signature of someone who is not an employee of
 18 Northwest Trustee?
 19 A. I don't know.
 20 Q. Do you know who this person --
 21 A. Lance Olsen, yes, I do.
 22 Q. And who is that?
 23 A. Lance Olsen is the managing partner of
 24 Routh Crabtree Olsen.
 25 Q. So he's the lawyer at the firm?

Page 58

1 A. Yes.
 2 Q. And he signed as attorney in fact for
 3 Countrywide Home Loans; is that correct?
 4 A. Yes, he did.
 5 Q. And the document was being returned to you
 6 after it recorded?
 7 A. Yes.
 8 Q. And this was done in -- when? What time
 9 frame?
 10 A. In '09. So I'm mistaken about my notary.
 11 MS. MORRISON: Can we go off the record for
 12 one second?
 13 MS. DAO: Sure.
 14 (Discussion off the record.)
 15 Q. So now that you have Exhibit 12 to jog your
 16 memory, you were, in fact, signing as a notary public
 17 in 2008?
 18 A. You are correct.
 19 Q. And your appointment as notary public was
 20 not expired -- was not expiring or was still in effect
 21 until 2009?
 22 A. Correct.
 23 Q. Do you recall notarizing for anyone other
 24 than Mr. Olsen?
 25 A. I don't recall. I'm sure I have.

Page 59

1 (Marked for identification Exhibit 13.)
 2 Q. Showing you 13, which again is a copy of
 3 the certified copy. And 13 is an appointment of
 4 successor trustee again, Ms. McElligott. And you
 5 notarized this document, did you not?
 6 A. Yes.
 7 Q. And whose signature did you notarize?
 8 A. Lance Olsen.
 9 Q. And do you recall specifically the
 10 circumstances that led you to notarize for Mr. Olsen
 11 on this document?
 12 A. No.
 13 Q. And then in this document Mr. Olsen was
 14 acting as attorney in fact for yet another servicer?
 15 A. Correct.
 16 Q. And who is that servicer?
 17 A. CitiMortgage.
 18 Q. And you notarized and signed your name
 19 fully as "Yvonne McElligott"?
 20 A. Yes.
 21 Q. So it's not true that you were always
 22 signing as "Vonnie McElligott"?
 23 A. Correct.
 24 (Marked for identification Exhibit 14.)
 25 Q. This is 14. And again, 14 is a copy of the

Page 60

1 certified copy. And in 14 you also notarized for
 2 Mr. Olsen?
 3 A. Yes, I did.
 4 Q. What's the date of your notary public?
 5 A. My notary public?
 6 Q. I'm sorry, the day that you notarized for
 7 him.
 8 A. 11-13-08.
 9 Q. And what capacity did Mr. Olsen act in this
 10 particular --
 11 A. Attorney in fact.
 12 Q. For who?
 13 A. Countrywide Home Loans, Inc.
 14 (Marked for identification Exhibit 15.)
 15 Q. This is 15. Take a moment to review 15, in
 16 which I will represent that it's your own declaration
 17 in support of defendant Northwest Trustee's motion for
 18 summary judgment in this particular case.
 19 Are you familiar with the document?
 20 A. Not offhand, no.
 21 Q. Can you review it?
 22 A. I am. Okay.
 23 Q. All right. I'm going to ask you literally
 24 paragraph by paragraph of what you're declaring here
 25 under penalty of perjury.

15 (Pages 57 to 60)

Page 61

1 It says that you are, as of August 27,
 2 2012, the foreclosure team manager and assistant
 3 vice-president for Northwest Trustee. That's correct?
 4 A. Yes.
 5 Q. And that you made a declaration based on
 6 your own personal knowledge; is that correct?
 7 A. Yes.
 8 Q. In paragraph 2, where you declare that you
 9 have personal knowledge of the procedures governing
 10 the creation and maintenance of Northwest Trustee's
 11 nonjudicial foreclosure records, what does Northwest
 12 Trustee create for nonjudicial foreclosures?
 13 A. Notices of default, notices of trustee
 14 sale. Sometimes we will generate the appointment for
 15 the lender to execute. It's client-specific. We
 16 could generate their -- there's a couple of
 17 declarations we could generate for them.
 18 Q. Such as?
 19 A. Loss mit declaration, beneficiary's
 20 declaration. We may be asked to draft an assignment.
 21 Q. Assignment of deed of trust?
 22 A. Correct.
 23 Q. What is a declaration of loss mit?
 24 A. It is a declaration that they have complied
 25 with the due diligence in regards to the Foreclosure

Page 62

1 Fairness Act.
 2 Q. Is there such a declaration in this case?
 3 A. No.
 4 Q. Under what circumstances would Northwest
 5 Trustee prepare that declaration of loss mit?
 6 A. If it was after the date the statute took
 7 effect, and then the client asked us to.
 8 Q. When you said "client," is that --
 9 A. Servicer.
 10 Q. So is it fair to say that the clients for
 11 Northwest Trustee are the servicers?
 12 A. (Nodding head). As I stated earlier, we
 13 don't usually like to use the word "client," but
 14 obviously, it is interchangeable because I used it.
 15 Q. So in the Reiners' case is Freddie Mac a
 16 client?
 17 A. I don't know by definition.
 18 Q. Do you consider them to be your client?
 19 A. I don't know.
 20 Q. You mentioned that Northwest Trustee also
 21 prepares the beneficiary declaration?
 22 A. (Nodding head.)
 23 Q. Yes?
 24 A. Yes. Sorry.
 25 Q. Under what -- under what circumstances

Page 63

1 would Northwest Trustee prepare a beneficiary
 2 declaration?
 3 A. If the lender requested us to.
 4 Q. And again, lender is servicer?
 5 A. Yes.
 6 Q. In this case did they -- in the Reiners'
 7 case, was there a request made by the servicer?
 8 A. I don't know.
 9 (Marked for identification Exhibit 16.)
 10 MS. MORRISON: Do you need to clarify?
 11 THE WITNESS: Yeah. There was a loss mit
 12 declaration. That's my clarification.
 13 Q. Can you pull that out?
 14 A. (Complying.)
 15 Q. Let me just show you 16 first. What is 16?
 16 A. That's the beneficiary declaration.
 17 Q. Did Northwest Trustee prepare it?
 18 A. It does look like our template, yes.
 19 Q. Who would prepare the beneficiary
 20 declaration? And I mean by the team member, a person
 21 that you can identify either by title, by name.
 22 A. One of my assistants would have done it.
 23 Q. And who are your assistants?
 24 A. Specifically I don't know which one would
 25 have done this.

Page 64

1 Q. How many assistants do you have?
 2 A. I have six.
 3 Q. Where, if you know, where do your
 4 assistants get their information to prepare the
 5 beneficiary declaration?
 6 A. It depends on -- some of them are -- we are
 7 previously instructed to upload or we are asked to do
 8 so at a later time, to prepare it and upload it to
 9 them for signature.
 10 Q. In the Reiners' case can you tell which
 11 one?
 12 A. I can't, no.
 13 Q. So, let's go with the first scenario. You
 14 get the information from the program again?
 15 A. Yes.
 16 Q. And that would be the LPS desktop?
 17 A. Right.
 18 Q. What does it show with regards to the
 19 beneficiary designation? What would you receive?
 20 A. Nothing.
 21 Q. So from that system how do you cull out the
 22 information to designate the beneficiary?
 23 A. I don't understand your question.
 24 Q. I'm confusing you. When you testified
 25 earlier about the methods by which you gather the

Page 65

1 information to designate beneficiary, there are two
 2 scenarios?
 3 A. Correct.
 4 Q. The first one is -- and explain to me,
 5 please.
 6 A. Actually, there might be three. The first
 7 one is if we are asked by them to know that we have to
 8 upload the document, we would draft the document and
 9 upload it to them for signature. The other scenario
 10 would be they need us to draft it, and they would tell
 11 us at a later date, and there's a third scenario where
 12 they would just provide it already drafted themselves.
 13 Q. And in the Reiners' case you believed that
 14 it was -- that the template looks like it's a document
 15 that Northwest prepared?
 16 A. Correct.
 17 Q. And who is designated as the beneficiary?
 18 A. The beneficiary declaration is signed by
 19 One West Bank FSB.
 20 Q. What date is that?
 21 A. September 2nd of 2010, it looks like.
 22 Q. And who signed it?
 23 A. Chamagne Williams.
 24 Q. Do you know who she is?
 25 A. No, I do not.

Page 66

1 Q. Do you know how she came to sign the
 2 document?
 3 A. I do not.
 4 Q. Do you know the logistics on how you get it
 5 back signed like that?
 6 A. No.
 7 Q. So, again, if Northwest Trustee prepared
 8 the form, where does it go from there?
 9 A. We upload it as an image, backup to LPS,
 10 and then we wait for them to return it to us.
 11 Q. And in which format do they return?
 12 A. Specifically for them I don't know on this
 13 particular document.
 14 Q. Typically how do they get returned to you?
 15 A. It will either be imaged back into the
 16 system and sent back to us, or a hard copy will be
 17 received.
 18 Q. But in looking at the exhibit you don't
 19 know which way this went?
 20 A. No, I do not. Correct.
 21 Q. You testified that there were two -- that
 22 the first foreclosure, or the first referral, I should
 23 say, came from IndyMac Federal Bank?
 24 A. Correct.
 25 Q. In 2009?

Page 67

1 A. Yes.
 2 Q. Was there a beneficiary designation or
 3 beneficiary declaration at that time?
 4 A. I don't believe so, no. Not that I'm aware
 5 of.
 6 Q. So this would be the only beneficiary
 7 declaration that exists for this case?
 8 A. Correct.
 9 (Marked for identification Exhibit 17.)
 10 Q. This is Exhibit 17.
 11 MS. MORRISON: I didn't get a copy of
 12 Exhibit 16.
 13 MS. DAO: I'm sorry.
 14 Q. 17 is -- I think you referred earlier as
 15 the loss mit declaration?
 16 A. Correct.
 17 Q. Can you take a look at 17 and tell me
 18 whether it was created by Northwest Trustee?
 19 A. No, it was not.
 20 Q. How can you tell?
 21 A. I can tell because it doesn't have any file
 22 information on it, and this is not a part of our
 23 document (indicating).
 24 Q. The second page, you mean?
 25 A. Correct.

Page 68

1 Q. What about the first page?
 2 A. The first page is standard based on the
 3 statutory requirements.
 4 Q. And is that just one page, the loss mit
 5 declaration that you referred to?
 6 A. I don't know if, necessarily, it doesn't
 7 flow into two pages because of the signature page.
 8 Q. There is a signature page, you're saying?
 9 A. Yes.
 10 Q. But you don't believe that this is a part
 11 of that?
 12 A. No. I don't believe this is my templated
 13 form.
 14 Q. So if it's not your template where could it
 15 have come from?
 16 A. One West or IndyMac. This is a One West
 17 file (indicating).
 18 Q. And how did it come into Northwest
 19 possession?
 20 A. Specifically I do not know. It would have
 21 either been uploaded to LPS as an image or we would
 22 have received it through the mail.
 23 Q. So the declaration as to the beneficiary or
 24 the beneficiary's agent exercising due diligence to
 25 contact the borrower, as specified here on Exhibit 17,

Page 69

1 is not anything that your company does?
 2 A. No.
 3 Q. And what does that pertain to, if you know?
 4 A. The Foreclosure Fairness requirements for
 5 due diligence. The details I do not know. It's a
 6 servicer requirement.
 7 Q. And it's a requirement of the beneficiary?
 8 A. (No response.)
 9 Q. Or, is it your understanding, of the
 10 servicer?
 11 A. One West should have been complying with
 12 the due diligence.
 13 Q. Okay. I'm sorry. I asked, but I don't
 14 know if I got the answer. How did this document,
 15 Exhibit 17, come back to Northwest?
 16 A. I don't know specifically on that document.
 17 It would have been either through the LPS imaging or
 18 through the mail.
 19 Q. And is there anywhere on -- in your file or
 20 record system maintained by Northwest that you can
 21 verify that?
 22 A. I might be able to look at how it came into
 23 imaging to see for verification. It's possible.
 24 Q. Is it -- with regard to Exhibit 17, when
 25 you get that loss mit declaration, do you or any of

Page 70

1 your team members take any action to verify the
 2 information as to whether it's true and correct?
 3 A. No.
 4 Q. And let's go back to Exhibit 16 with
 5 regards to the beneficiary declaration. Upon receipt
 6 of the -- I'm sorry. Are there any steps that you or
 7 your team members or anyone in Northwest Trustee that
 8 takes action to verify the accuracy of the
 9 information?
 10 A. No.
 11 Q. So the first part of my question on
 12 paragraph 2 is that -- I'm sorry. My first part --
 13 the first part of my question relating to paragraph 2
 14 was for you to describe the creation, and you did
 15 that. What about the maintenance of these documents?
 16 Can you tell me how your company goes about
 17 maintaining these documents and records?
 18 A. We keep them in boxes, and then we send
 19 them to storage.
 20 Q. These are hard copies you're talking about?
 21 A. Yes. Any hard copy that comes in our
 22 office.
 23 Q. Are they all maintained in hard copies, or
 24 are they also maintained in electronic form?
 25 A. They're all maintained in electronic form,

Page 71

1 but if a hard copy comes in it's maintained in boxes
 2 and stored.
 3 Q. I'm moving on to paragraph 3. And here you
 4 declined -- you've declared that you have reviewed the
 5 records that pertain to the Reiner nonjudicial
 6 foreclosure. And you refer to business records of
 7 Northwest Trustee which were made or maintained. In
 8 this paragraph were you referring to the documents
 9 that we were discussing, notice of default, notice of
 10 trustee sales?
 11 A. I would have reviewed the file at the time
 12 that I signed this, yes.
 13 Q. And then I want to go to the sentence that
 14 starts with, "Any such document was prepared in the
 15 ordinary course of business of Northwest by a person
 16 who had personal knowledge of the event being
 17 recorded, and had or has a business duty to record
 18 accurately such event."
 19 A. Where are you at?
 20 Q. Second sentence of paragraph 3.
 21 A. Okay.
 22 Q. "Any such document was prepared."
 23 A. I'm still not -- I don't even know where
 24 you are still. It's all a run-on sentence. Oh, there
 25 we go. Is there a question?

Page 72

1 Q. Yeah. I asked you to look at that
 2 sentence. Do you see it now?
 3 A. Yes, I do see it now.
 4 Q. Who is this person that you're referring
 5 to?
 6 A. Any such person.
 7 Q. Can you name any one of them for the
 8 particular case here?
 9 A. I would have to review our system to see --
 10 if you're talking about who drafted any notice, I
 11 would have to look at our system.
 12 Q. So that statement was made in a generalized
 13 sense?
 14 A. In the fact that I could tell who generated
 15 a document if I looked.
 16 Q. Did you look before you made this
 17 declaration? I thought you said you didn't.
 18 A. No. I did not look to see who generated
 19 documents.
 20 Q. So that statement is basically -- you made
 21 it without identifying who the person or persons --
 22 A. I did not identify persons.
 23 Q. And as you sit here, you don't know who
 24 that person or persons are?
 25 A. Specifically at this moment, no.

Page 73

1 Q. And then I want you to go to the next
 2 sentence that said "As to Northwest Trustee business
 3 records that consist of documents created by third
 4 parties." Do you see that?
 5 A. Yes.
 6 Q. You declared that "Northwest Trustee relies
 7 on the accuracy of such records in conducting its
 8 business of nonjudicial foreclosures." Do you see
 9 that?
 10 A. I do.
 11 Q. That is your statement?
 12 A. Yes.
 13 Q. How do you rely on the accuracy of records
 14 being made by third parties?
 15 A. Our posting company would provide us with
 16 an affidavit assuring us that they had posted the
 17 property.
 18 Q. Who is the posting company?
 19 A. FEL.
 20 Q. FEL?
 21 A. FEL.
 22 Q. What does that stand for?
 23 A. Foreclosure Expeditors, Inc.
 24 Q. And what does it verify?
 25 A. They go to the property, they post the

Page 74

1 notice on the property, and they take pictures to the
 2 effect of the notice being on the property, and
 3 provide us with an affidavit.
 4 Q. You're referring only to documents about
 5 the properties, the physical property?
 6 A. As opposed to?
 7 Q. Documents generated by One West, documents
 8 generated by IndyMac Federal.
 9 A. These are documents created.
 10 Q. Right.
 11 A. By a third party.
 12 Q. Right.
 13 A. We rely on our referral as well.
 14 Q. How do you assure the accuracy of your
 15 referral is what I'm trying to get at?
 16 A. We rely on the information received --
 17 Q. At face value?
 18 A. -- to be accurate, yes.
 19 Q. And that's it? You don't do any
 20 independent verification?
 21 A. No, we do not.
 22 Q. From time to time, if the borrower or his
 23 or her attorney contacts Northwest Trustee and asks
 24 for a postponement of the sales, what do you do? What
 25 does Northwest Trustee do in response to a request?

Page 75

1 A. It would -- we would ask for backup
 2 documentation, the reason. I mean, there's hundreds
 3 of different scenarios. And then we would evaluate
 4 it. Perhaps seek our own counsel's advice.
 5 Q. Give me some examples. Someone calls and
 6 says that they need to have the sales postponed. What
 7 would you require?
 8 A. Depends on what the reason they're asking
 9 for the postponement to be done for.
 10 Q. And do you -- does Northwest Trustee make
 11 an independent evaluation of whether the sales could
 12 be postponed or not?
 13 A. We review the information.
 14 Q. And then make your own decision or --
 15 A. I don't make the decision.
 16 Q. Who does?
 17 A. Sometimes it might be the operations
 18 manager. Sometimes it might be by advice of counsel.
 19 Q. Who is the operation manager?
 20 A. Either Jeff Stenman or Alan Burton.
 21 Q. There has been or there were several
 22 postponements in this case; are you aware?
 23 A. Off the top of my head I don't recollect,
 24 but I know there was a bankruptcy involved.
 25 Q. Can you go through the records at all to

Page 76

1 ascertain for yourself the reasons why the sales were
 2 postponed?
 3 A. We brought documents up and into that
 4 induced me to prepare the notice of trustee sale.
 5 (Marked for identification Exhibit 18.)
 6 Q. 18 is a notice of discontinuance of trustee
 7 sales. What's the day of that, Ms. McElligott?
 8 A. June 21st of 2011.
 9 Q. By looking at that document does it jog
 10 your memory as to why the sales were discontinued?
 11 A. I believe it had to do with the pending
 12 action. We were asked to discontinue.
 13 Q. You were asked by whom?
 14 A. I do not know at this time. According to
 15 paragraph 14, received instructions from One West Bank
 16 to terminate the nonjudicial proceeding.
 17 Q. Was that document prepared by you?
 18 A. I don't know.
 19 Q. Is your signature on that document?
 20 A. Yes.
 21 Q. So what do you mean you don't know?
 22 A. I don't know if I pushed the button to
 23 generate the document.
 24 Q. If it was not you who would have done it?
 25 A. One of my assistants.

Page 77

1 Q. Pertaining to the statement that you just
 2 read off to me, is that your personal knowledge that
 3 you stated there as far as One West requesting the
 4 discontinuance? Is that your personal knowledge when
 5 you read the paragraph?
 6 A. I signed -- yes. I signed an affidavit.
 7 Q. I'm sorry, that particular --
 8 A. We were instructed to discontinue the sale.
 9 Q. When you said you were, were you personally
 10 the person that received the directive?
 11 A. I don't know.
 12 Q. So you're simply going by what the document
 13 says. You don't have any independent recollection?
 14 A. I don't have any independent recollection.
 15 (Marked for identification Exhibit 19 and
 16 20.)
 17 Q. 19 is another notice of discontinuance of
 18 sale in this case. What is the date of that notice?
 19 A. The document is dated August 14 of '09.
 20 Q. You're aware of the circumstances that led
 21 to that discontinuance?
 22 A. We received close and bill instructions
 23 from IndyMac.
 24 Q. And did you -- as you look at that
 25 document, do you know if you have brought the

Page 78

1 instruction with you to the deposition from --
 2 A. To close and bill the file?
 3 Q. Yes.
 4 A. No, we did not.
 5 Q. Does that statement pertain to a physical
 6 document?
 7 A. It would probably be a message that we
 8 received.
 9 Q. Via the LPS system?
 10 A. Correct.
 11 Q. And so is it fair to say that during both
 12 -- as to the two discontinuances of sales, you got
 13 directive from the servicer?
 14 A. Correct.
 15 Q. And you followed those directives?
 16 A. Yes.
 17 Q. Do you recall in your time with Northwest
 18 that you -- that there is an occasion where you would
 19 not follow the directive of the servicer?
 20 A. If it were in contradiction to instructions
 21 we received from the investor.
 22 Q. Okay. So let's go to that particular
 23 scenario. What would be the example that the servicer
 24 tells you to discontinue but the investor doesn't want
 25 you to discontinue?

Page 79

1 A. I've never had that situation come about.
 2 Q. But you just described one.
 3 A. You asked me in generalities. In general,
 4 I have received instructions from a servicer that are
 5 in conflict with the investor, but not in this
 6 scenario.
 7 Q. Right. Okay. That's fair enough. And the
 8 conflict would be that one of them wants to
 9 discontinue and the other doesn't?
 10 A. No. That has never been an experience that
 11 I have had.
 12 Q. So you're just saying that hypothetically?
 13 A. I'm saying that, in a general statement, I
 14 have received instructions from a servicer that
 15 conflicts with the investor, but not about
 16 discontinuing a sale.
 17 Q. So what do you do in light of conflict
 18 between these servicers and investors?
 19 A. I try to work with them to figure out what
 20 -- what's in the best interests of both of them.
 21 Q. So let me go on to paragraph 4 of your
 22 declaration. Can you read that out loud for me?
 23 A. (Reading) In February of 2007 plaintiff
 24 executed a promissory note in the amount of \$260,000
 25 in a favor of American Mortgage, Inc., lender. Lender

Page 80

1 endorsed the note to IndyMac FSB, which in turn
 2 endorsed the note in blank. Copy of the note is
 3 attached hereto as Exhibit 1.
 4 Q. Were you around when Ms. Reiner executed a
 5 promissory note?
 6 A. Around?
 7 Q. To see her doing that physically.
 8 A. No.
 9 Q. Were you working for the lender, American
 10 Mortgage Network, Inc., at the time in 2007?
 11 A. No.
 12 Q. Did you physically witness the fact or the
 13 act of the lender endorsing the note?
 14 A. No.
 15 Q. And were you working for IndyMac Bank, who,
 16 as you declare here, received the note or was made the
 17 beneficiary of the endorsement?
 18 A. I'm sorry, repeat the question.
 19 Q. Were you employed by IndyMac Bank in
 20 February of 2007?
 21 A. No.
 22 Q. Were you aware of the circumstances in
 23 which the lender, or American Mortgage Network, Inc.,
 24 endorsed the note to IndyMac Bank?
 25 A. Was I? What's the first part of that

20 (Pages 77 to 80)

Page 81

1 again?
 2 Q. The first part was that you were not
 3 employed by --
 4 A. Right.
 5 Q. -- IndyMac Bank --
 6 A. Correct.
 7 Q. -- in 2007. You have no personal knowledge
 8 that the lender, American Mortgage Network, Inc., in
 9 fact, endorsed the note to IndyMac Bank?
 10 A. Isn't there a copy?
 11 Q. I'm just asking you for your personal
 12 knowledge.
 13 A. Define "personal knowledge."
 14 Q. Seeing, hearing, being in the same room,
 15 knowing that that event occurred for a fact.
 16 A. No.
 17 Q. Going on to paragraph No. 5 where you said,
 18 "To secure repayment of the note, plaintiff on or
 19 about February 2, 2007, constituted a deed of trust,
 20 which created a lien against the subject real
 21 property." Do you see that?
 22 A. Yes, I do.
 23 Q. And it refers to her home located at 4015
 24 Cooper Point Road Northwest, Olympia. You were not
 25 there when she signed this deed of trust?

Page 82

1 A. No.
 2 Q. You do not know whether the deed of trust,
 3 in fact, created a lien against her home?
 4 A. It's a public record.
 5 Q. Public record of what? Of the deed of
 6 trust?
 7 A. Yes.
 8 Q. But you did not see her sign it?
 9 A. Correct.
 10 Q. You do not know whether the deed of trust
 11 -- whether it has a legal force of a lien against her
 12 home?
 13 A. It is a lien recorded against her home by
 14 public record.
 15 Q. And you're relying -- you're saying that
 16 based on the fact that the document appears on public
 17 records?
 18 A. Correct.
 19 Q. You do not know if it's contested whether
 20 that lien is valid or not?
 21 A. I do not know.
 22 Q. And then on paragraph 6 you indicate that,
 23 "According to information received from One West Bank,
 24 FSB, plaintiff defaulted by failing to make the
 25 payment due November 1st, 2009, and every payment

Page 83

1 thereafter due." Do you see that?
 2 A. I do.
 3 Q. Where did you -- where did you get the
 4 information to say that in paragraph 6?
 5 A. We relied on the information received in
 6 the referral.
 7 Q. Which exactly? Which information are we
 8 talking about?
 9 A. The default date, the payment due date. In
 10 the referral --
 11 Q. I'm sorry, go ahead.
 12 A. In the referral, in the exhibits, we can go
 13 back and find the --
 14 Q. Yes, please.
 15 A. Exhibit 5.
 16 Q. Let me see that. So your source of that
 17 statement is the data or the information provided by
 18 the LPS system?
 19 A. Yes.
 20 Q. You are not aware of whether she was in a
 21 loan modification when -- after November 1st, 2009?
 22 A. No, I am not aware.
 23 Q. You're not aware of whether or not she was
 24 making any kind of a trial payments to One West?
 25 A. If she were making payments One West would

Page 84

1 notify us.
 2 Q. But you don't have that information?
 3 A. No, I do not.
 4 Q. Going on to paragraph No. 7, you indicated
 5 that "Following plaintiff's default One West directed
 6 Northwest Trustee to proceed with a nonjudicial
 7 foreclosure on the property."
 8 A. Yes.
 9 Q. In what capacity -- in what capacity did
 10 One West direct you to proceed with a nonjudicial
 11 foreclosure on the property?
 12 A. I'm not sure I understand the question.
 13 MS. DAO: What was the question?
 14 (Record read as requested.)
 15 Q. What were they, in directing you to proceed
 16 with a nonjudicial foreclosure?
 17 A. I'm not sure I understand your question.
 18 Q. Were they the beneficiary?
 19 A. As of that referral? I believe they were.
 20 Q. Paragraph No. 8. Moving on to 8 where you
 21 said, "As agent for One West Bank, Northwest Trustee
 22 caused to be mailed and posted at the property a
 23 notice of default on August 25, 2010."
 24 According to paragraph 8, the act of
 25 recording -- I'm sorry -- the act of mailing and

21 (Pages 81 to 84)

Page 85

1 posting the notice of default was done as an agent for
 2 One West?
 3 A. That is what that statement says, yes.
 4 Q. Is there anything different than acting as
 5 the trustee?
 6 A. I don't know.
 7 Q. In paragraph No. 9, you indicated that "On
 8 or about September 2nd, 2010 One West Bank executed,
 9 and thereafter delivered, to Northwest Trustee a
 10 signed declaration, the beneficiary declaration,
 11 averring that One West Bank was the holder of the
 12 underlying note." Is that what you say?
 13 A. Yes.
 14 Q. What do you mean by that?
 15 A. Our office received a beneficiary
 16 declaration stating that One West Bank was the holder
 17 of the underlying note.
 18 Q. And by that do you mean Exhibit 16, the
 19 beneficiary declaration?
 20 A. Yes.
 21 Q. Is that correct?
 22 A. Yes.
 23 Q. And so that I can be clear, you're going
 24 strictly by that piece of paper provided to you by One
 25 West?

Page 86

1 A. Yes.
 2 Q. And did you do anything else? Did
 3 Northwest Trustee do anything else to verify that
 4 information?
 5 A. No.
 6 Q. I want you to take a look at the remainder
 7 of your declaration and make sure that there isn't
 8 anything in there that you will dispute later, that
 9 they're all true and accurate.
 10 A. I would say in paragraph 10 we were
 11 actually appointed the trustee back in 2009.
 12 Q. Okay. By who?
 13 A. IndyMac.
 14 Q. What date?
 15 A. That's what I was looking for. There's so
 16 many other documents here now.
 17 Q. Take your time. I'll let you have this in
 18 just a second.
 19 MS. MORRISON: It was Exhibit 2.
 20 MS. DAO: Here (indicating).
 21 A. There we go. 5-7-09.
 22 Q. 5-7?
 23 A. Recorded on 5-19-09.
 24 Q. So, is paragraph No. 10 still true?
 25 A. Well, there was an additional appointment

Page 87

1 recorded at a later date.
 2 Q. Can you explain the circumstances in which
 3 there were two recorded appointments of successor
 4 trustee?
 5 A. I can't. I know we did a new assignment,
 6 and then they recorded another appointment afterwards
 7 which was unnecessary.
 8 Q. Okay. So let's clarify that. You said
 9 there was a new recorded assignment?
 10 A. In the second foreclosure.
 11 Q. So this is Exhibit 20, and you pulled it
 12 out and showed it to me. What is that?
 13 A. This is the second appointment done after
 14 the assignment.
 15 (Marked for identification Exhibit 21.)
 16 Q. So I'm showing you what has been marked as
 17 Exhibit 21, and you were referring to it as the second
 18 assignment?
 19 A. No. There was a second appointment.
 20 Q. Second appointment.
 21 A. This is the first assignment.
 22 Q. Oh, okay. And which one did you say was
 23 unnecessary?
 24 A. That appointment (indicating). We were
 25 already trustee.

Page 88

1 Q. Now, can I have -- this is 21. 21 has a
 2 legend "After recording return to Vonnie McElligott."
 3 Do you see that?
 4 A. No.
 5 Q. No? I'm sorry. This one. I'm sorry, it's
 6 actually 20.
 7 A. Yes.
 8 Q. Does that mean that you or somebody from
 9 your team prepared that document?
 10 A. Yes.
 11 Q. And this is the one where you said it was
 12 not necessary?
 13 A. Correct.
 14 Q. Do you recall the circumstances in which it
 15 was prepared if it was unnecessary?
 16 A. I don't. I looked today earlier to see if
 17 we had been instructed to do it because it's possible
 18 that they instructed us to do it, but we don't have
 19 access to that record any more.
 20 Q. What records are we talking about?
 21 A. In LPS. I don't have access to the LPS
 22 records any more to see if we were instructed to draft
 23 a second appointment or if we just did so
 24 automatically.
 25 Q. Okay. And why don't you have access to LPS

Page 89

1 any more?
 2 A. I don't know. It's just we don't -- we
 3 can't access the account, I'm assuming, because
 4 there's a pending action.
 5 Q. Such as?
 6 A. This.
 7 Q. Oh, you mean because of this litigation
 8 you're not allowed to have access to LPS?
 9 A. That's the only thing I can think of. It's
 10 we don't have access to documents any more.
 11 Q. Beginning when?
 12 A. I don't know.
 13 Q. So today, before you came, you looked?
 14 A. I looked to see if we had been instructed
 15 to draft the appointment.
 16 Q. So let me understand you correctly. Before
 17 you came for deposition today you checked?
 18 A. Right.
 19 Q. And you could not gain access to LPS?
 20 A. To the document images.
 21 Q. In this case or in all cases?
 22 A. In this case.
 23 Q. And was there any message for you to know
 24 why you don't have access?
 25 A. No.

Page 90

1 Q. You're guessing?
 2 A. I am.
 3 Q. So you have no idea whether access can be
 4 gained again or if you would be without it for good?
 5 You don't know?
 6 A. On this loan?
 7 Q. Yes.
 8 A. I don't know.
 9 Q. In this case?
 10 A. I don't know.
 11 Q. And if you were to go back to LPS and have
 12 you have access, what would you have been able to
 13 obtain?
 14 A. I was trying to determine whether or not
 15 they instructed us to do a new appointment or if we
 16 just did it automatically.
 17 Q. What would be the circumstances where you
 18 would do one automatically?
 19 A. I don't -- we were already trustee. There
 20 was no reason to do one.
 21 Q. So you can't verify for me whether there
 22 was a directive for you to record a second one?
 23 A. Not at this time, no.
 24 Q. But your assessment is that this one
 25 (indicating) was not necessary because you were

Page 91

1 already trustee?
 2 A. Correct.
 3 Q. Were you aware that LPS themselves was in
 4 litigation?
 5 A. No.
 6 MS. DAO: I'm going to take another short
 7 break.
 8 (Off the record from 3:41 p.m. to 3:58
 9 p.m.)
 10 MS. DAO: We're back.
 11 Q. Ms. McElligott, I just want to ask you a
 12 few questions about your activities as notary public.
 13 And the last time you did that was in 2008 and the
 14 seal was still in effect until 2009?
 15 A. Yes.
 16 Q. Do you know where you kept your -- where
 17 you last kept your notary seal? Do you know where it
 18 is now?
 19 A. I do not know where it is now. It used to
 20 be in my desk drawer next to me in a locked cabinet.
 21 Q. At Northwest Trustee?
 22 A. Correct.
 23 Q. Did you maintain a log for your activities
 24 as notary public?
 25 A. No.

Page 92

1 Q. Were you aware that there was a requirement
 2 for you to do that?
 3 A. No.
 4 Q. Did you have a bond covering your
 5 activities as notary public?
 6 A. I don't know.
 7 Q. Throughout all the documents that we have
 8 talked about, I do not see a notice of default for
 9 2009 foreclosure. Do you recall?
 10 A. I don't have the packet of stuff any more.
 11 Q. Here's the rest of it (indicating).
 12 A. We looked through this. It was there. Out
 13 of order. Do you have it as an exhibit? I thought it
 14 was there.
 15 MS. MORRISON: I thought it was there.
 16 MS. DAO: Do you have a list of the
 17 documents you brought today?
 18 MS. MORRISON: I don't.
 19 Q. The only thing I have is the corporate
 20 resolution. And you separate that out; right?
 21 A. Right. I thought it was in a weird spot in
 22 there, but I --
 23 Q. I'm sorry, I didn't see one.
 24 A. There's no reason why it shouldn't be here.
 25 MS. MORRISON: If it's not in there we can

Page 93

1 just -- it just didn't make it in. I could have sworn
 2 it was.
 3 A. (Handing). We looked at it.
 4 Q. So that's Exhibit 3. Thank you. What was
 5 the reason for the foreclosure activity to cease in
 6 2009 and resume in 2010?
 7 A. We were told to close the 2009 file and
 8 then we received a new referral in 2010.
 9 Q. And you don't recall what the reasons were
 10 to close out the 2009 file?
 11 A. I don't know that we received a reason.
 12 The presumption was that the account was reinstated
 13 because the next referral has a different default
 14 date.
 15 Q. When you talk about the history of payment
 16 that you receive alongside with the foreclosure
 17 referral, did you ever get any loan payment histories
 18 from Freddie Mac?
 19 A. No.
 20 Q. Do you know if there were any mortgage
 21 payments being made by -- to Freddie Mac?
 22 A. No.
 23 Q. By the borrower?
 24 A. No.
 25 Q. And then as far as your testimony that you

Page 94

1 thought the second appointment of trustee was
 2 superfluous because you were already trustee -- is
 3 that correct?
 4 A. Yes.
 5 Q. And does that mean once a trustee always a
 6 trustee or --
 7 A. Until another trustee is appointed.
 8 Q. Do you recall Ms. Reiner's contacting you
 9 by telephone and asking you to postpone sales date?
 10 A. I do remember something to the effect about
 11 the bankruptcy filing and a call to that effect when I
 12 looked over the notes. I didn't look over the detail.
 13 Q. But you don't recall personally whether
 14 you've talked to her on the phone?
 15 A. I don't recall personally. I do remember
 16 seeing a notation in the note system about her
 17 calling, but I don't recall --
 18 Q. Talking to her?
 19 A. -- a personal conversation with her.
 20 Q. If she had -- if she had called you to
 21 postpone the sales date, what kind of information
 22 would you have needed from her?
 23 A. I would need -- what is the reason for the
 24 postponement?
 25 Q. I don't know.

Page 95

1 A. Then I don't know what I would need from
 2 her without knowing what the reason for the
 3 postponement was.
 4 Q. What are some of the common reasons coming
 5 from the borrower that you would postpone the sales?
 6 A. That they were going to have funds.
 7 Usually they -- I mean, most of the time they don't
 8 give us a reason why they're calling. They just want
 9 it postponed.
 10 Q. And you would not comply with that?
 11 A. I would need a reason to bring to somebody
 12 other than just the fact that they wanted a sale
 13 postponement for no reason.
 14 Q. Do you recall at all, in recent days or
 15 months, that you actually agreed to postpone a sales
 16 date on account of a borrower's calling you?
 17 A. I don't recall anything recently. I mean,
 18 a specific example to provide you, no, I don't have a
 19 specific example.
 20 Q. Is it fair to say that if there is a
 21 request to postpone not coming from either the
 22 servicer or the investor, you would have to consult
 23 with them?
 24 A. Consult with?
 25 Q. The servicer or the investor.

Page 96

1 A. I would want to do so, yes.
 2 Q. You would want to do so in every case?
 3 A. Yes.
 4 (Marked for identification Exhibit 22.)
 5 Q. This is Exhibit 22, VMD 158. Can you tell
 6 me what it is?
 7 A. This is a copy of the search results that
 8 we do to check to see if a borrower is deceased.
 9 Q. And what do you use to check?
 10 A. Usually the Social Security number.
 11 Q. And in doing that check, you obtain her
 12 Social Security number from her loan file?
 13 A. From the screen shots.
 14 Q. That was provided to you via the LPS --
 15 A. Yes.
 16 Q. -- desktop system.
 17 (Marked for identification Exhibit 23.)
 18 Q. This is Exhibit 23, which is a copy of the
 19 note. And you were referring to the note in your
 20 declaration, do you recall that, declaration in
 21 support of summary judgment?
 22 A. This one (indicating)?
 23 Q. Yes.
 24 A. Yes.
 25 Q. I want you to go to the last page where

24 (Pages 93 to 96)

Page 97

1 there are two endorsements. Do you see that?
 2 A. Yes.
 3 Q. You don't have any personal knowledge on
 4 how these endorsements were placed on the note?
 5 A. No, I do not.
 6 Q. Do you know any of the individuals whose
 7 name appears there?
 8 A. No, I do not.
 9 MS. DAO: That's all I have.
 10 MS. MORRISON: Just a few quick questions.
 11
 12 EXAMINATION
 13 BY MS. MORRISON:
 14 Q. Vonnie, have you ever been named in a
 15 lawsuit as "Vonnice McElligott" based on your
 16 employment with Northwest Trustee Services?
 17 A. Yes.
 18 Q. Have you ever signed a notice of trustee
 19 sale for Northwest Trustee Services as "Yvonne
 20 McElligott"?
 21 A. No.
 22 Q. You always sign as "Vonnice," correct?
 23 A. Correct.
 24 Q. When you had your notary and you would sign
 25 documents as a notary public, were you signing those

Page 98

1 documents in your capacity as an employee of Northwest
 2 Trustee Services under your understanding, or were you
 3 signing them as an individual?
 4 A. My notary is an individual notary under
 5 Yvonne, my legal name.
 6 Q. And your legal name is?
 7 A. Yvonne McElligott.
 8 MS. MORRISON: I have no other questions.
 9 MS. DAO: That brings up a subject matter.
 10 Do me a favor, Ms. McElligott. I need you to sign
 11 your name several times, once as Vonnice McElligott and
 12 the other as Yvonne McElligott.
 13 THE WITNESS: (Complying.)
 14 (Marked for identification Exhibit 24.)
 15 MS. DAO: Thank you very much for doing
 16 that.
 17
 18 EXAMINATION
 19 BY MS. DAO:
 20 Q. I'm going to hand you what has been marked
 21 as Exhibit 24, which I will represent to you, that is
 22 a copy of the certified copy of your deed of trust on
 23 your own home.
 24 A. Yes.
 25 Q. And I need you to take a look at your

Page 99

1 signature on that document.
 2 A. (Complying.)
 3 Q. Do you see that signature?
 4 A. Uh-huh.
 5 Q. What did you sign as?
 6 A. "Yvonne Marie McElligott."
 7 Q. So for that I'm going to need you to sign
 8 as such on this sheet of paper several times for me.
 9 A. (Complying.)
 10 (Marked for identification Exhibit 25.)
 11 Q. This is 25, and I will represent to you
 12 that that is a true and correct copy of the certified
 13 copy of the statutory warranty deed relating to your
 14 own property. Would you agree?
 15 A. Yes.
 16 Q. And what did you sign as in --
 17 A. Actually, no, I would not. I disagree.
 18 Q. Tell me what it is.
 19 A. This is not my property.
 20 Q. Oh, I'm sorry. So whose property is it?
 21 A. This was my husband's property.
 22 Q. So the previous exhibit and this one do not
 23 pertain to your property. It's your husband's
 24 property?
 25 A. Well, the previous exhibit --

Page 100

1 Q. Lot 28, Tanglewood Village?
 2 A. Yeah. It's not my property any more.
 3 Q. But that is your signature?
 4 A. Yes.
 5 Q. And what did you sign as?
 6 A. I'm not sure I understand the question.
 7 Q. I'm sorry, look at 25. What did you sign
 8 as?
 9 A. You mean what is my name?
 10 Q. Yes.
 11 A. Yvonne M. McElligott.
 12 Q. So that is a variation from what we talked
 13 about in terms of how you sign. So I'm going to need
 14 you to sign as Yvonne M. McElligott.
 15 A. (Complying.)
 16 (Marked for identification Exhibit 26.)
 17 Q. Let me show you what has been marked as 26,
 18 and I will represent to you that is a quit claim deed,
 19 true copy of a certified copy. And this quit claim
 20 deed was signed by you; correct?
 21 A. Yes.
 22 Q. On what date?
 23 A. According to the document, January 13th,
 24 2010.
 25 Q. And it pertains to yet another property?

Page 101

1 A. Yes.
 2 Q. And that is your signature?
 3 A. Yes.
 4 Q. And you signed as "Yvonne M. McElligott"?
 5 A. Yes, I did.
 6 Q. Just so I'm clear, your maiden name is
 7 what?
 8 A. Nave.
 9 Q. N-A-V-E?
 10 A. Correct.
 11 Q. As far as you can recall, did you ever sign
 12 under your maiden name as an employee for Northwest
 13 Trustee?
 14 A. I'm sure I did.
 15 Q. It would have been before you got married?
 16 A. Yes.
 17 Q. Approximately when did you get married?
 18 A. Well, May of 2004, 2005.
 19 Q. Your name was changed due to the marriage?
 20 A. Yes.
 21 Q. You did not go in to court and sought to
 22 change your name?
 23 A. (Shaking head.)
 24 Q. Yes or no?
 25 A. I did not go to court to change my name.

Page 102

1 MS. DAO: Thank you. That's all I have.
 2 (Marked for identification Exhibits 27 -
 3 30.)
 4 (Deposition concluded at 4:14 p.m.)
 5
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 14
 15
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Page 103

1 DECLARATION
 2
 3
 4
 5 I declare under penalty of perjury that I
 6 have read my within deposition, and the same is true
 7 and accurate, save and except for changes and/or
 8 corrections, if any, as indicated by me on the
 9 correction sheet hereof.
 10
 11
 12
 13 _____
 14 YVONNE McELLIGOTT
 15
 16
 17
 18
 19 Dated this _____ day of _____,
 20 2012.
 21
 22
 23
 24
 25 CHERYL MACDONALD, Court Reporter

Page 104

1 CERTIFICATE
 2
 3 STATE OF WASHINGTON)
 4) ss.
 5 COUNTY OF KING)
 6
 7 I, the undersigned Washington Certified Court
 8 Reporter, pursuant to RCW 5.28.010, authorized to
 9 administer oaths and affirmations in and for the State
 10 of Washington, do hereby certify:
 11 That the annexed and foregoing deposition
 12 consisting of Page 1 through 100 was taken
 13 stenographically before me and reduced to a typed
 14 format under my direction;
 15 I further certify that according to CR 30(e) the
 16 witness was given the opportunity to examine, read and
 17 sign after the same was transcribed, unless indicated
 18 in the record that the review was waived;
 19 I further certify that all objections made at the
 20 time of said examination to my qualifications or the
 21 manner of taking the deposition, or to the conduct of
 22 any party, have been noted by me upon said deposition;
 23 I further certify that I am not a relative or
 24 employee of any such attorney or counsel, and that I
 25 am not financially interested in said action or the

